



AGENDA
CITY OF GLENWOOD SPRINGS
REGULAR CITY COUNCIL MEETING
NOVEMBER 16, 2023
101 W. 8TH STREET
6:15 p.m.

The agenda is subject to *change, including the addition of items 24 hours in advance or the deletion of items at any time.*

The order and times of agenda items listed are approximate and intended as a guideline for the City Council.

ATTENTION: To ensure your written comments are included in the City Council packet, public comments must be received by 4 p.m. on the day before City Council meetings. Comments may be submitted to ryan.muse@cogs.us.

Written comments may be submitted after this deadline and will be shared via email to City Council but are not guaranteed to make it into the meeting packet. Submit comments at any time directly to City Council via email at citycouncil@cogs.us.

TIME	ITEM	WORK SESSION	ACTION
4:00	1.	Airport Lease Discussion	Information/Discussion
5:00	2.	City of Aspen Parking Presentation	Information/Discussion

ZOOM INSTRUCTIONS

You are invited to a Zoom webinar. When: Nov 16, 2023 06:00 PM Mountain Time (US and Canada) Topic: 2023/11/16 Regular City Council Meeting. Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85164938427?pwd=SnpkYzkrZDMyNS9vTkZqbmlNQZG5VQT09> Passcode: 336531 Or One tap mobile: +17193594580,,85164938427# US +16694449171,,85164938427# US Or Telephone: Dial(for higher quality, dial a number based on your current location): +1 719 359 4580 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US Webinar ID: 851 6493 8427

International numbers available: <https://us02web.zoom.us/j/85164938427?pwd=SnpkYzkrZDMyNS9vTkZqbmlNQZG5VQT09>

REGULAR SESSION

6:15	3.	Roll Call	
	4.	Agenda Changes & Conflicts	
	5.	Council Announcements	
	6.	Citizens Appearing Before Council (for items not on the Agenda-comments limited to 3 minutes)	
	7.	Consent Agenda	Discussion and/or Action
		A. November 2, 2023 Council Minutes	
		B. Resolution 2023-39; Landfill Fee Schedule	
		C. Resolution 2023-40; Police Vehicle Re-Lease	
		D. Resolution 2023-42; Cancelling the Second Regularly Scheduled City Council Meeting in December	
		E. Resolution 2023-43; Department of Local Affairs (DOLA) Grant for Blake Avenue	

ACTIONS AND/OR PRESENTATIONS

8.	Summary of Emergency Operations and Traffic Management Plan	Discussion and/or Action
9.	Planning File 52-23 Preliminary Plat 3381 South Grand Avenue	Discussion and/or Action
10.	Changes to Title 070 Regarding Allowed Uses, Minimum Lot Standards, and Density Bonus and Updates to the Community Housing Guidelines.	Discussion and/or Action
	A. Ordinance 2023-17; Amending Title 070	

- B. Resolution 2023-41; Amending the Community Housing Guidelines
- 11. Ordinance 2023-18; Fixing and Certifying Mill Levy GID Discussion and/or Action
- 12. Ordinance 2023-19; Fixing and Certifying Mill Levy City Discussion and/or Action
- 13. Council Comments
- 14. Report from City Administration
 - A. City Manager
 - B. City Attorney
 - C. Correspondence Incoming/Outgoing
- 15. Social Event Information/Discussion
- 16. Adjournment

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City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Airport Lease Discussion

Action Requested: Legal will present the draft lease for the Glenwood Municipal Airport for discussion.

Department: Attorney

Presented By: Karl Hanlon

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Members of the local pilot community have approached Council with a proposal that would facilitate the leasing of the airport property to an entity controlled and operated by airport supporters.

Issues: NA

Fiscal Impact: Unknown at this time.

Legal Review: Legal has reviewed the draft lease.

Staff Recommendation: NA

AIRPORT LEASE AND CONCESSION AGREEMENT

This LEASE AND CONCESSION AGREEMENT is made this ____ day of _____, 202__, between THE CITY OF GLENWOOD SPRINGS, a Colorado home-rule municipality, (the “City”), and _____, (the “Lessee”).

RECITALS

A. The City owns and operates the GLENWOOD SPRINGS MUNICIPAL AIRPORT, located in Garfield County, State of Colorado, (the “Airport”).

B. Lessee desires to lease a parcel of land on the Airport premises for the purpose of managing day-to-day airport operations, erecting new and/or managing existing aircraft hangars owned by Lessee and others for the storage of aircraft, making other improvements to the Airport premises, and maintaining all existing improvements and facilities currently owned and operated by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PREMISES. The City hereby leases to Lessee the parcel of land and those improvements located thereon owned by the City commonly known as the Glenwood Springs Municipal Airport, Garfield County Colorado as more fully described on **Exhibit A** attached and made part hereof (the “Premises”).

2. CONCESSION.

a. The City hereby grants to Lessee the right to use the Premises for the purposes of operating the Airport as a public airport in accordance with the Glenwood Springs Charter and Municipal Code and applicable state and federal laws, all as may be amended from time to time (the “Concession”). City agrees that Lessee shall be entitled to all revenue generated by the operation of this Concession, provided however, Lessee shall remit [1% of annual ~~net~~gross revenues] from operation of the Concession (the “Consideration”) to the City as consideration for such Concession and this Lease. The Consideration shall be paid in arrears annually on or before February 1st of each year of the Term. At the time the annual Consideration is paid, Lessee will also provide the City with financial statements for the immediately preceding year.

b. Prior to the effective date of this Lease, the City spent \$_____ from its general fund to improve the Premises for Airport

operations (the "General Fund Loan"). The parties agree that the General Fund Loan will be repaid by Lessee in accordance with the payment schedule set forth on Exhibit B to this Lease.

3. TERM. Subject to all other provisions of this Agreement regarding termination reserved herein, the term of this Agreement shall commence on the ____ day of _____ 202__, and end on the ____ day of _____ 205__ (the "Initial Term"). In the event of an airport closure for the construction of a tunnel under the runway, the term of this Agreement shall toll for the period of such closure.

4. FIRST RIGHT OF REFUSAL TO RENEW AGREEMENT. Lessee shall have the first right of refusal to renew this Agreement on the condition that Lessee is not in default hereunder at the time of such renewal and provided the renewal term does not exceed ten years. To renew this Agreement under the first right of refusal, Lessee shall provide a minimum of six months written notice to Lessor prior to the expiration of the Initial Term stating Lessee's desire to exercise its first right of refusal. The terms and conditions contained herein shall remain in full force and effect during any renewal of this Agreement unless otherwise agreed between the parties hereto.

5. LESSEE'S RIGHT TO REMOVE IMPROVEMENTS. Upon the termination of this Agreement, Lessee shall have the right to remove any improvements erected by Lessee on the premises during the Initial Term or any renewal. Lessee, upon removal of any improvements, shall restore the land to as good condition as it was in prior to the erection of any improvements thereon. Lessee hereby agrees that removal of any and all improvements shall be completed on or before sixty days from termination of this Agreement. Lessee hereby consents and agrees that any improvements remaining on the premises after the termination date of this Lease shall, at the option of the City, be deemed abandoned and owned by the City without any claim or right whatsoever in Lessee.

6. USE OF PREMISES. The leased premises and any and all improvements located thereupon shall be used solely for conducting the following activities:

- a. Storage of aviation related equipment;
- b. Non-Aviation storage as an incidental use on the condition the space is principally used for aviation purposes;
- c. Subleasing of space for commercial and noncommercial aviation-related activities;
- d. Establishment of a fixed-base operator;
- e. Conduct of public events such as air shows;

f. Fuel sales.

7. CONSTRUCTION – IMPROVEMENTS. Lessee may make improvements (including signage) on the Premises in accordance with the Glenwood Springs Municipal Code, as may be amended from time to time.

8. OBLIGATIONS OF LESSEE.

a. Lessee agrees to operate the Airport in a professional manner.

b. Lessee shall be solely responsible for all costs or charges for utility and other services required or procured by the Lessee during the term of this Agreement.

c. Lessee agrees to maintain the demised premises in a neat, orderly and safe condition, and free from waste, rubbish, snow or other hazards throughout the term of this Agreement.

d. Lessee shall not store or let stand any equipment or property belonging to the Lessee or under the Lessee's custody, on other City property outside the boundaries of the leased areas without prior consent of the City, except when such equipment or property is in the process of being loaded or unloaded.

e. Lessee agrees at its own expense to cause the premises and improvements and appurtenances thereto to be maintained in a presentable condition consistent with good maintenance practices. This shall include, although not be limited to, the obligations of the Lessee to maintain the premises in a clean, neat, orderly, and safe condition at all times, which shall also include the obligation to perform maintenance on airport operations facilities including but not limited to the runway, taxiway, aprons, lights, and communications systems, as well as day-to-day mowing and snow removal on the premises. Should the Lessee fail to repair and maintain the leased premises in proper condition, the City shall so notify the Lessee in writing. If the Lessee then fails to make such repair or maintenance, or in the case of a more complex repair provide a remedial plan, within thirty days after the notice has been sent, the City may cause such repair or maintenance service to be made. Lessee agrees to pay all City's costs incurred thereby and reimburse the City therefore on demand. If said costs and expenses are not paid within thirty days after demand therefore, this Agreement shall be deemed to be in default and the City shall be entitled to all legal remedies provided hereunder, including termination of this Agreement.

f. Lessee shall exercise due and reasonable caution to prevent fire, accidents, hazards or nuisances on the premises. Should the Lessee fail to remove or abate said hazard

or nuisance after being notified to do so, the City may abate said hazard or nuisance and charge the cost thereof to the Lessee as provided in subparagraph e above.

g. Lessee agrees to keep the demised premises free of any mechanic's or materialmen's liens or other lien of any kind or nature for any work done, labor performed or material furnished thereon at instance or occasion of the Lessee and the Lessee further agrees to indemnify and save the City harmless from and against any and all claims, demands, costs and expenses of any nature whatsoever from any such work done, labor performed or materials furnished.

h. Lessee shall obey all applicable rules, regulations, ordinances and laws that may be from time to time promulgated by the City, State and Federal Government or agency thereof.

i. Lessee agrees to cause to be removed from the premises at its own expense all waste, garbage and rubbish and agrees to deposit the same in a manner that ensures its proper disposal.

9. INDEMNIFICATION AND HOLD HARMLESS. Lessee expressly agrees to defend, protect, indemnify, and hold harmless the City, its officers, agents and employees free and harmless from and against any and all claims, demands, damages, expenses, losses or liability of any kind or nature whatsoever which the City, its officers, agents or employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damages to property arising out of or resulting from the acts or omissions of the Lessee, its officers, agents, employees or guests in their use or misuse of the demised premises. Lessee agrees to defend at its own cost, expense and risk all claims or legal actions that may be instituted against either the Lessee or the City, which relate to or arise out of the occupancy or use of the demised premises or any obligations contemplated or other rights granted under this Agreement. Lessee agrees to pay any settlement entered into and satisfy any judgment that may be rendered against either the Lessee or the City as a result of any injuries or damages, including reasonable attorney fees, attributable to the Lessee, or its officers, agents, employees or licensees, which arise out of the occupancy or use of the demised premises.

10. CITY ORDINANCES. Lessee hereby acknowledges the applicability of the Glenwood Springs Charter and Municipal Code to this Agreement. Lessee hereby acknowledges notice of the terms, conditions and requirements presently contained therein and agrees, so far as said charter or code provision applies to persons such as Lessee herein, to comply with such provisions as now in effect or as it may be amended during the term of this Agreement or any renewal.

11. INSURANCE. At all times while this Lease is in effect, the City shall maintain insurance on the Premises. As partial performance of the obligations assumed under paragraph 10,

Commented [HC1]: Conversation has been that City continue to insure, airport reimburse cost of insurance

Commented [HC2R1]: Either we insure or reimburse city in full for insurance

(INDEMNIFICATION AND HOLD HARMLESS) hereof, the Lessee agrees to reimburse the City for all insurance costs attributable to the Premises. The above insurance policy or policies shall contain an endorsement which provides that the Lessee is named insured as it pertains to said leasehold.

Any insurance policies Lessee may elect to secure to provide the coverages which affect the leasehold premises shall require each insurer to notify the City by registered or certified mail of any modification, termination, or cancellation of any policy of insurance that affects the leasehold premises no less than thirty (30) days prior to the effective date of such modification, termination or cancellation. Notice by the insurer shall be effective upon the receipt of said notice by the City. In addition to any other requirements of this Agreement, the Lessee shall notify the City of any modification which affects the leasehold premises, termination or cancellation of any policy of insurance secured by the Lessee pursuant to this paragraph as soon as the Lessee learns of any such modification, termination or cancellation.

Each of said policies shall stipulate that the policy provided coverage is not subordinate to nor contributing with any other insurance coverage held or maintained by the City. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon the Lessee's liability or a waiver of performance on the Lessee's part of the indemnification and hold harmless provisions of this Agreement; and the Lessee understands and agrees that notwithstanding any policy or policies of insurance it remains the Lessee's obligation to protect, indemnify and hold harmless the City hereunder for the full and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or in any manner connected with or attributed to the acts or omissions of the Lessee, its officers, agents, employees, licensees or the operations conducted by the Lessee, or the Lessee's use, misuse or neglect of the premises described herein.

12. PERMITS, LICENSES AND CERTIFICATES. Lessee shall obtain any and all permits, licenses and certificates which may be required in connection with the improvement and use of the demised premises and conduct of airport operations. Lessee shall comply with all applicable federal, state and local laws and regulations and the Lessee shall keep in effect any and all licenses, permits, notices and certificates as are required.

13. ASSIGNMENT. Lessee shall not assign this Agreement, without prior written approval from the City. Lessee shall not sublease any part of the Premises without prior written approval of the City, which approval shall not be unreasonably withheld; provided, however, that Lessee may lease or sublease any hangars now or hereinafter located on the premises without prior approval from the City. All sublessees shall be in substantially the form attached hereto as Exhibit C. Lessee shall reimburse the City for actual costs incurred to review any sublease. . The City hereby agrees that this Agreement may be assigned as security for any hangar construction related loan required by Lessee, provided that such assignment permits Lessee to remain in possession except in the event of foreclosure. In the event of foreclosure or forfeiture by the

holder of such security, the City consents to further assignment to any person, firm or corporation which is fully competent and has the necessary facilities, experience and financial resources to perform the obligations contained in this Agreement on the part of the Lessee to be performed, provided such proposed assignee shall expressly assume said obligations in writing.

14. RIGHT OF ENTRY AND INSPECTION. The City hereby reserves the right to enter into and upon the Premises and any improvements thereon owned by the City at all reasonable times and for all reasonable purposes with reasonable prior notice. The City or its designated representative shall have the right to exercise this right of inspection.

15. GOVERNMENTAL RESERVATIONS AND RESTRICTIONS.

a. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on the airport.

b. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions together with the right to prevent the Lessee from erecting, or permitting to be erected, or maintaining any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.

c. The City reserves the right to close the airport or a portion thereof for the period deemed necessary by the City for the construction of a tunnel under the airport runway.

d. The City reserves the right to close the airport in the event of a declared local disaster emergency and, at the City's sole discretion, use it for aeronautical or nonaeronautical purposes. The duration of such closure shall not exceed the declaration of a local disaster emergency under state law and shall toll the term of this Agreement and suspend any rentals due.

16. THE CITY'S RIGHT OF CANCELLATION. In addition to all other remedies reserved by the City, this Agreement shall be subject to cancellation by the City should one or more of the following events occur:

a. If the Lessee fails to pay when due the whole or any part of the Consideration and such default continues for sixty (60) days after the City has demanded payment in writing.

b. If the Lessee shall fail to perform or keep and observe any of the covenants and conditions contained in this contract to be performed, kept and observed by Lessee, and Lessee fails to correct any breach hereof after sixty (60) days written notice from the City or ten (10) days if the default constitutes a risk to the health or safety of others, then and in such event the City shall have the right at once to declare this contract terminated.

c. The City reserves the right to terminate this Agreement in the event City voters approve the closure of the Airport at a duly-held election pursuant to Section 13.2 of the City Charter.. In the event of a termination under this paragraph, the City must compensate the Lessee for the purchase cost of any improvements, including hangars, less depreciation based on straight line depreciation twenty years life expectancy if the Lessee elects to abandon the hangar or if the Lessee elects to remove the hangar the City must compensate the Lessee \$5,000.00 for each remaining year of the Lease, whichever is the lesser amount.

17. LESSEE'S RIGHT OF CANCELLATION. In addition to all other remedies available to the Lessee, this Agreement shall be subject to cancellation by the Lessee should any one or more of the following events occur:

a. The permanent and complete abandonment of the airport as an aviation facility.

b. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the airport and the remaining in force of such injunction for at least ninety days.

c. The breach by the City of any terms, conditions, and covenants of this Agreement to be kept, performed, and observed by the City and the failure to remedy such a breach for a period of thirty (30) days after written notice from the Lessee of the existence of such a breach.

18. FORCE MAJEURE. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason or act of God, flood, hurricane, tornado, earthquake, pandemic, strikes, or lockouts, which are beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, however, nothing in this clause shall excuse the

Lessee from the prompt payment of rental or other charges required hereunder to be paid by Lessee except as may expressly be provided elsewhere in this Agreement.

19. DESTRUCTION OF PREMISES. Should the improvements to the demised premises be damaged or destroyed in whole or in part, by fire, earthquake or any other casualty at any time during the term of this Agreement so that the same cannot be repaired within ninety working days to substantially the same condition it was in immediately prior to the happening of such casualty, then either the City or the Lessee may, within fifteen working days after the ninety working days after the happening of such casualty, terminate this Agreement as of the date of said casualty. Lessee shall proceed, within ninety (90) working days, with the restoration and reconstruction of the improvements on the demised premises to substantially the same condition in which they were in prior to the happening of the casualty. In no event shall the City be liable to the Lessee for any damages resulting to the Lessee from the happening of such fire or other casualty or from the repair or construction of the demised premises or from the termination of this Agreement as herein provided, nor shall the Lessee be released thereby from any of its obligations hereunder except as expressly stated in this clause.

20. COSTS OF SUSTAINING AN ACTION FOR BREACH OR DEFAULT. In the event either the City or the Lessee commences legal action against the other claiming a breach or default of this Agreement, the prevailing party in such litigation shall be entitled to recover from the other reasonable attorney fees and all costs connected with said litigation.

21. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. ABANDONMENT. If the Lessee shall abandon the premises or be dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the premises after such abandonment or dispossession shall at the option of the City be deemed to have been transferred to the City; and the City shall have the right to remove and to dispose of the same without liability to account therefore to the Lessee or to any person claiming under the Lessee.

23. UNLAWFUL USE. Lessee agrees that no improvement shall be erected, placed upon, operated, or maintained on the demised premises, nor shall business be conducted or carried on therein in violation of the terms of this Agreement or any applicable law, statute, ordinance, regulation, rule or order of any governmental agency having jurisdiction hereover.

24. BANKRUPTCY. Should the Lessee make an assignment for the benefit of creditors or should a voluntary or involuntary petition of bankruptcy or for reorganization or any arrangement be filed by or against the Lessee, or if the Lessee should become bankrupt

or insolvent or if a receiver be appointed at the request of the Lessee's creditors (except as a receiver appointed at the request of the City) such action shall constitute a breach of this Agreement for which the City at its option, may terminate all rights of the Lessee or Lessee's successors in interest under this Agreement.

25. TAXES AND ASSESSMENTS. Lessee shall pay, before delinquency, all taxes, license fees, assessments and other charges which are levied and assessed against and upon the premises, fixtures, equipment or other property caused or suffered by the Lessee to be installed, located or placed upon the leased premises. The Lessee shall furnish the City with satisfactory evidence of these payments upon demand from the City. Lessee acknowledges that this Agreement may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Lessee agrees to assume and pay any such assessment.

26. MARGINAL CAPTIONS. The various headings and numbers herein and the grouping of the provisions of this Agreement into separate section, paragraphs and clauses are for the purpose of convenience only and shall not be considered a part thereof.

27. AMENDMENTS TO BE IN WRITING. This Lease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing, duly executed by the legally authorized representatives of each of the parties.

28. SUCCESSORS IN INTEREST. The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

29. WAIVER OF RIGHTS. The failure of the City to insist upon strict enforcement of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the City may have and shall not be deemed a waiver of any subsequent breach or default by Lessee of the terms, conditions and covenants herein contained.

30. NOTICES. All notices given or to be given, by either party to the other shall be given in writing and shall be addressed or delivered to the parties at the addresses hereinafter set forth or at such other addresses as the parties may by written notice hereafter designate. Notices to the City and the Lessee shall be addressed as follows:

To City:

City of Glenwood Springs
101 8th Street
Glenwood Springs, CO 81601

To Lessee:

31. HOLDOVER. In the event the Lessee shall hold over after the term granted herein, then such holding over shall be construed to be a tenancy from month-to-month only. Prepayment of rent beyond one month shall not be construed to alter or change the month-to-month status of any holdover tenancy. Lessee agrees to comply and abide with all other terms and conditions of this Agreement in the event Lessee holds over after the term provided in this Agreement expires.

32. TIME. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, with all the formalities required by law on the respective dates set forth opposite their signatures to be effective the day and year first above written.

[Remainder of page intentionally left blank]

By: _____
_____, City Manager

Ryan Muse, City Clerk

By: _____

Title: _____

STATE OF _____)
) ss
County of _____)

The foregoing was acknowledged before me this ____ day of _____ 202__, by _____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: City of Aspen Parking Presentation

Action Requested: NA

Department: Police Department

Presented By: Joseph Deras

Strategic Goals: Protect and Preserve our Quality of Life

Background Info: The City of Aspen has successfully implemented a modern paid parking solution. A representative will come to this work session to discuss their program with Council and answer questions.

Issues: NA

Fiscal Impact: Unknown at this time.

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: November 2, 2023 Council Minutes

Action Requested: November 2, 2023 City Council Minutes

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



MINUTES
CITY OF GLENWOOD SPRINGS
CITY COUNCIL MEETING
NOVEMBER 2, 2023
6:15 PM

Note: Official meeting minutes are located on the City website via YouTube video at the following link: <https://www.youtube.com/user/GlenwoodSprings1885/videos>. The times in agenda items indicate approximately where the item can be found on the YouTube video timeline.

REGULAR SESSION

Item 3. :04 Roll Call

Present: Mayor Wussow, Councilor Godes, Councilor Zalinski, Councilor Weimer, Councilor Schachter. Also present were; Steve Boyd, Interim City Manager; Joseph Deras, Chief of Police; Yvette Gustad, Finance Director; Ryan Muse, City Clerk; Hannah Klausman, Director of Economic and Community Development; Matt Langhorst, Public Works Director; Karl Hanlon, City Attorney; and Sara Weigel, Executive Administrative Assistant.

Item 4. :04 Agenda changes and conflicts

None.

Item 5. :04 Council Announcements

None.

Item 6. :05 Citizens Appearing Before Council (for items not on the agenda-comments limited to 3 minutes)

None.

Item 7. :05 Consent Agenda

:08 Councilor Weimer moved, seconded by Councilor Godes, to approve the consent agenda.

Motion passed unanimously.

Item 8. :06 Presentation of 2022 Financial Audit

Item 8 was moved after item 9.

Item 9. :06 Resolution 2023-38; Approval of 2024 City of Glenwood Springs Budget

Steve Boyd, City Manager presented.

:07 Councilor Godes moved, seconded by Councilor Zalinski, to approve Resolution 2023-38; Approval of the City of Glenwood Springs Budget.

Motion passed unanimously.

Item 8. :08 Presentation of 2022 Financial Audit

Yvette Gustad, Finance Director and Paul Backes, CPA from McMahan and Associates presented.

Comments were made by Mayor Wussow.

:31 Councilor Schacter moved, seconded by Councilor Zalinski, to accept the City of Glenwood Springs annual comprehensive financial report for the year ending December 31, 2022 as presented by McMahan and Associates.

Motion passed unanimously.

Comments were made by CPA Paul Backes.

Item 10. :32 Update on Grants in Progress with Sustainable Strategies

Comments were made by Mayor Wussow.

Ashley Badesch, Partner of Sustainable Strategies DC presented.

Comments were made by Councilor Godes, Partner of Sustainable Strategies DC Ashley Badesch, Mayor Wussow, Councilor Weimer, and Public Works Director Matt Langhorst.

Item 11. :54 Legislative Strategies

Karl Hanlon, City Attorney presented.

Comments were made by Mayor Wussow, Councilor Godes, and Councilor Zalinski.

Item 12. 1:04 Council Comments

Comments were made by Councilor Schachter.

Comments were made by Councilor Godes and Mayor Wussow.

1:11 Council asks Steve Boyd and Bryana Starbuck to work together to come up with a recommendation with what could be a helpful next step, including costs, for community communication support.

Comments were made by Councilor Zalinski, Mayor Wussow, Councilor Godes, Councilor Schachter, and City Attorney Karl Hanlon.

1:34 Councilor Godes moved, seconded by Mayor Wussow, to send letter to the Transportation Planning Regional Study Advisory Committee and Cc Shoshana Lew, the CDOT Executive Director about our recommendation from this Council to separate into two TPRs.

Comments were made by Councilor Weimer, Councilor Zalinski, and Councilor Godes.

Councilor Godes amended his motion, amended motion seconded by Mayor Wussow, to strike bullet points 1-4 and only have bullet point #5 so the letter just supports those neighboring communities and meeting the goals that they had wanted to meet.

Motion passed unanimously.

Comments were made by Councilor Godes.

Item 13. 1:41 Report from City Administration

Comments were made by City Manager Steve Boyd.

1:42 Council agrees to write a letter in support of a letter written by the Glenwood Springs Citizens Alliance concerning the RMR Mine.

Comments were made by City Manager Boyd and Police Chief Joseph Deras.

Comments were made by Mayor Wussow.

Comments were made by City Attorney Karl Hanlon.

Comments were made by Mayor Wussow.

Item 14. 1:51 Social Event

Comments were made by Councilor Godes.

Item 15. 1:51 Adjournment

1:51 Councilor Schachter moved, seconded by Councilor Godes, to adjourn.

Motion passed unanimously.



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item:	Resolution 2023-39; Landfill Fee Schedule
Action Requested:	Resolution to Increase Eight Line Itemed Landfill Fees Per Attached Exhibit A
Department:	Public Works
Presented By:	Matthew Langhorst, Elizabeth Mauro
Strategic Goals:	Generate Sustainable Economic Development Preserve and Improve Infrastructure
Background Info:	Landfill tipping fees generally need to be increased yearly to keep up with inflation in landfill-specific expenditure areas, such as heavy equipment leases, parts, maintenance, fuel, crushing services, and permitting fees. Without increases we end up depleting the landfill savings and causing an inability to save for future expansion costs. The suggested price increases within Exhibit A will continue to offset some of our cost increases while keeping prices as low as possible for the landfill users. Construction/demolition/loose trash and unsorted construction and demolition (C&D) will increase approximately 15%, brush and wood will increase approximately 14%, contaminated soil will increase approximately 28%, and the minimum charge will increase approximately 26%. These increases also strategically improve the cost incentive to reduce construction waste. The minimum charge and the annual changes are a reflection of handling costs and expenses incurred to stay open on a Saturday when it is mainly small customers using the facility. There is no increase to compacted municipal solid waste suggested at this time, which is the material brought in by solid waste haulers.
Issues:	None at this time.
Fiscal Impact:	These changes should increase landfill revenue by about \$195,000 per year.
Legal Review:	Legal has reviewed the resolution and exhibit A.
Staff Recommendation:	Staff is recommending approval of Resolution 2023-39; Landfill Fee Schedule Changes.

RESOLUTION 2023-xx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, SETTING 2024
LANDFILL FEES.**

WHEREAS, City Council sets fees for the Glenwood Springs Landfill Enterprise; and

WHEREAS, the Landfill Enterprise Fund must remain financially sustainable; and

WHEREAS, disposal of construction waste requires specialized equipment and well-trained staff; and

WHEREAS, the Landfill should increase savings to be prepared for future landfill expansion costs while maintaining the current level of service; and

WHEREAS, City staff recommends that the City adjust several landfill prices as set forth on Exhibit A; and

WHEREAS, City staff recommends, and City Council agrees, that imposing the additional fees described on Exhibit A takes into account the needs of the community, the City, and the operational needs of the Landfill Enterprise and other area landfills;

WHEREAS, City Council wishes to implement updated fees for 2024 finding that they are necessary and appropriate.

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GLENWOOD SPRINGS, COLORADO, THAT:**

Section 1. The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

Section 2. The City Council of the City of Glenwood Springs hereby adopts the Landfill Fee Schedule as set forth on **Exhibit A** attached hereto and incorporated herein, effective January 1, 2024.

INTRODUCED, READ, AND PASSED THIS 16th DAY OF NOVEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

Landfill Price Update As of 01/01/2024

Price Update: Several Categories

Category	In-County Price	Out-of-County Price	Unit
Construction/Demolition/Loose Trash	\$60.00	\$90.00	ton
Unsorted C&D/Loose Trash (contains divertible materials)	\$101.00	\$157.00	ton
Brush and Wood (separated)	\$40.00	N/A	ton
Contaminated Soil	\$70.00	N/A	ton
Minimum Charge	\$12.00	N/A	each
Large Animal (>500 lbs.)	\$100.00	N/A	each
Medium Animal	\$20.00	N/A	each
Non-Friable Asbestos	\$67.50	N/A	ton



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Resolution 2023-40; Police Vehicle Re-Lease

Action Requested: Re-Lease a vehicle for the Glenwood Springs Police Department.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government
Ensure Public Safety

Background Info: This is required annually by the vehicle leasing company that the police department uses to lease undercover vehicles for use by our officer that is assigned to the drug taskforce.

Issues: An undercover vehicle is needed to conduct undercover drug operations and we must have the ability to get a different vehicle when the one being used has been identified. The cost of this program is funded with a federal grant with a leased vehicle.

Fiscal Impact: There is no fiscal impact to the city as the lease is paid through a Federal High Intensity Drug Trafficking Area (HIDTA) grant the task force receives.

Legal Review: NA

Staff Recommendation: Approve Resolution 2023-40; Police Vehicle Lease.

RESOLUTION 2023-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Glenwood Springs (“Glenwood Springs” or the “City”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Glenwood Springs Home Rule Charter to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$74,392.80 constituting personal property necessary for the Lessee to perform essential governmental functions (the “Equipment”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “Agreements”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “Lessor”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager of the Lessee is hereby authorized and directed to execute, and the City Clerk of the

Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The City Manager of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF _____ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



umpqua bank
equipment leasing & finance

October 5, 2023

Joseph Deras
Police Chief
Glenwood Springs
101 W 8th St
Glenwood Springs, CO 81601

Dear Joseph:

I am pleased to present the terms and conditions of our proposal to lease equipment to Glenwood Springs. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions" by October 30, 2023. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

Rik Johnson
Vice President
Umpqua Bank Equipment Leasing & Finance
Business Development Officer

M (425) 241-7969



UMPQUA BANK

[Web](#) | [Facebook](#) | [Twitter](#)

Terms and Conditions:

Lessor: Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")

Lessee(s): Glenwood Springs

Equipment Financing Vehicle: Municipal Lease-Purchase Agreement

Equipment & Cost: Various vehicles listed on Exhibit "A" attached with this proposal as a separate excel spread sheet (the "Equipment"). All Equipment shall be satisfactory to Lessor.

Lease Amount: Not to exceed \$74,392.80 in the aggregate.

Lease Term: Five (5) years

Payments: Five (5) payments, payable annually to be paid November 1st of each year beginning November 1, 2023, with the final payment on November 1, 2028.

Option A – Fund into Escrow

Structure: Lease-Purchase for the entire \$74,392.80 would commence and the funds would be held in escrow. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle(s). A fee of \$500 will be payable by Lessee upon execution of the initial lease. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.

Interest Rate: The amount funded into escrow shall accrue interest at the tax-exempt rate of 5.38% per annum, payable in advance.

The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any loan schedule documentation and commencement, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed upon funding into escrow.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the

Commencement Date of the lease by paying the currently due rental payments, as well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an "as-is, where-is" basis, without any representation or warranty from Lessor. The Early Buy-Out Option shall be available for just part of the equipment, and the prepayment of principal shall be determined for such item of equipment based on the percent of the total financed amount attributable to such equipment of the original principal amount of the lease.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option A Commencement

Date and Acceptance: The funding into escrow shall be the Commencement Date under this Option A. It is contemplated that disbursement requests for items of Equipment shall be made periodically when delivery and acceptance of the item of Equipment occurs. A condition to such disbursement request shall be the listing of Lessor's lien on the vehicle title for said vehicle. The parties agree and understand that Lessee's unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Option B – Periodic Funding per Vehicle

Structure: Individual lease agreements for each vehicle. Vehicles would be pre-accepted to allow funds to be disbursed to the appropriate vendor(s) ahead of actual delivery of the vehicle. A fee of \$100 will be payable by Lessee upon execution of each agreement. A titling fee of \$10 per vehicle will be due as each vehicle is delivered.

Interest Rate: The amount funded for such equipment on a lease shall accrue interest at the tax-exempt rate of 5.38% per annum, payable in advance. The amortization schedule for the lease for such equipment shall provide for a principal payment schedule resulting in level debt service payments.

The interest rate specified above is based upon the 5 year like term US Treasury Rate sourced from Chatham Financial Market Data ("Index") at 4.31% as of 8/11/2023. Should the Index increase prior to any final acceptance of equipment under a lease, the interest rate shall be adjusted to maintain the economic returns anticipated by Lessor. The interest rate becomes fixed for each individual lease agreement upon final delivery and acceptance of the specific vehicle for said agreement.

Early Buy-Out Option: So long as (i) Lessee is current in the payment of all rent and other amounts due under the lease, (ii) no event of default or event of non-appropriation exists under the lease, and (iii) subject to a minimum of 30 days written notice to Lessor, Lessee term may terminate the lease on the three year anniversary of the Commencement Date of the lease by paying the currently due rental payments, as

well as outstanding principal component of the lease, and any other past due amounts or other amounts due under the lease, plus any applicable taxes. The equipment shall be conveyed to Lessee on an "as-is, where-is" basis, without any representation or warranty from Lessor.

Any prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

Option B Commencement

Date and Acceptance: The Commencement Date for each Lease entered into under this Option B shall be the date that funds are remitted to the vendor for said vehicle. Conditions for remitting funds to the vendor shall include: (i) evidence of the listing of Lessor's lien on the vehicle title for said Equipment and (ii) acceptance of the Equipment by Lessee. The parties agree and understand that Lessee's unconditional acceptance of the Equipment vis-à-vis the Lessor, does not waive any rights and remedies that Lessee has and shall retain against the vendor.

Additional Provisions Applicable to Both Options

Tax Benefits: The lease shall be considered a municipal lease/purchase and shall qualify for tax-exempt status under federal tax law. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of Utah, or other applicable jurisdiction. The documents shall include the standard covenants, representations, and warranties applicable to a tax-exempt financing.

End of Lease Options: At the end of the five-year lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment under a lease for \$1.00.

Expiration of Facility: All takedowns shall occur prior to 12/1/23, and without written consent of Lessor to extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

Net Lease: All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a triple net lease.

Insurance: Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

Maintenance: Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and

recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

Documentation:

All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

Costs & Expenses:

Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees.

**Additional Terms
& Conditions:**

- 1) The non-appropriation clause in the lease shall be satisfactory to Lessor.
- 2) Tax-exempt borrowing for 2023 by Lessee is not reasonably expected to exceed \$10,000,000, so it is assumed that, and pricing is based on, the leases being "Bank Qualified" under section 265(b)(3) of the IRS Code.
- 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended.
- 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.
- 5) Lessee's counsel shall provide with respect to each lease (i) an opinion that such lease is duly executed and delivered by Lessee and is a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms, and (ii) such other customary opinions for such municipal leases.
- 6) Customary reporting requirements of Lessee.
- 7) Lessee shall prepare and file a Form 8028-G as a condition to funding for each lease.

Confidentiality:

Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Authorization:

Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

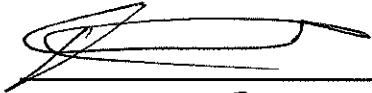
[Acceptance page follows.]

I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.

Accepted this 9 day of Nov., 2023

Glenwood Springs

By:



Printed Name:

Bill Krinninger

Title:

Lieutenant

Please select your Option below:

☐ Option A – Fund into Escrow

☒ Option B – Periodic Funding per Vehicle

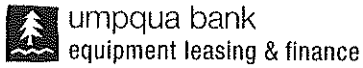


Exhibit A

Glenwood Springs

YEAR	MAKE	MODEL	VIN	11/1/2023	11/1/2024	11/1/2025	11/1/2026	11/1/2027	11/1/2028
2023	Ford	F150	1FTFW1ED9PFA38425	\$8,092.81	\$8,092.81	\$8,092.81	\$27,460.17	\$27,460.17	\$1.00



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Resolution 2023-42; Cancelling the Second Regularly Scheduled City Council Meeting in December

Action Requested: Pass this resolution cancelling the December 21, 2023 regular scheduled City Council meeting.

Department: City Administration

Presented By: Steve Boyd

Strategic Goals: Provide Efficient and Responsive City Government
Protect and Preserve our Quality of Life

Background Info: It is customary to cancel the second meeting in December when there is no critical business. Staff is not aware of anything that needs this meeting to convene for.

Issues: NA

Fiscal Impact: NA

Legal Review: NA

Staff Recommendation: Staff is supportive of Council passing this Resolution.

RESOLUTION 2023-42

**AN RESOLUTION OF THE CITY COUNCIL OF GLENWOOD SPRINGS
COLORADO, CANCELLING THE SECOND REGULAR CITY COUNCIL
MEETING IN DECEMBER 2023.**

WHEREAS, the Municipal Charter provides for two (2) regular meetings each month to occur on the first and third Thursdays of the month; and

WHEREAS, Municipal Code Section 020.030.010(a) gives Council the authority to cancel or reschedule a meeting by resolution; and

WHEREAS, the second meeting in December 2023 would occur on December 21, 2023; and

WHEREAS, City Council desires to cancel the regularly scheduled meeting for December 21, 2023.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

Section 2. The regular meeting on December 21, 2023, is hereby cancelled.

INTRODUCED, READ, AND PASSED THIS 16th DAY OF NOVEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item:	Resolution 2023-43; Department of Local Affairs (DOLA) Grant for Blake Avenue
Action Requested:	Approval of Resolution 2023-43; Department of Local Affairs (DOLA) Grant for Blake Avenue
Department:	Engineering
Presented By:	Ryan Gordon
Strategic Goals:	Preserve and Improve Infrastructure
Background Info:	The Engineering Department is recommending pursuit of a DOLA EAIF Tier II grant (\$1,000,000) to support the construction of Blake Avenue. If we were to receive the grant, it would go towards paying for underground utilities, curb/gutter, storm sewer and sidewalk construction. The grant process requires a resolution from council to pursue the opportunity with a submission deadline of December 1st, 2023.
Issues:	None at this time.
Fiscal Impact:	Cost savings put toward the Blake Avenue project construction fees.
Legal Review:	Legal Council reviewed and approved the resolution.
Staff Recommendation:	Staff is Recommending Council Approval of Resolution 2023-43; Department of Local Affairs (DOLA) Grant for Blake Avenue

RESOLUTION 2023 - 43

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE DEPARTMENT OF LOCAL AFFAIRS' (DOLA) ENERGY AND MINERAL IMPACT ASSISTANCE FUND (EIAF) AND THE COMPLETION OF THE GLENWOOD SPRINGS BLAKE AVENUE REDESIGN PROJECT.

WHEREAS, the City of Glenwood Springs is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Energy and Mineral Impact Assistance Fund ("EIAF"); and

WHEREAS, the City of Glenwood Springs has submitted a Grant Application for the Glenwood Springs Blake Avenue Redesign Project requesting a total award of \$1,000,000; and

WHEREAS, the City of Glenwood Springs supports the completion of the project if a grant is awarded by the EIAF.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

Section 2. The City Council of the City of Glenwood Springs strongly supports the Grant Application submitted by the City of Glenwood Springs and has appropriated matching funds for a grant with the EIAF.

Section 3. The City Council of the City of Glenwood Springs authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the EIAF.

Section 4. The project sites are owned by the City of Glenwood Springs and will be owned by the City of Glenwood Springs for the next 25 years. The City Council of the City of Glenwood Springs will continue to maintain the Glenwood Springs Blake Avenue Redesign Project in a high-quality condition and will appropriate funds for maintenance annually.

Section 5. If a grant is awarded, the City Council of the City of Glenwood Springs hereby authorizes the Mayor or Mayor Pro Tem to sign a Grant Agreement with the EIAF.

INTRODUCED, READ, AND PASSED THIS 16TH DAY OF NOVEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Summary of Emergency Operations and Traffic Management Plan

Action Requested: Richard Duran, Traffic Operations and Construction Specialist at EST, Inc. will be presenting.

Department: Fire Department

Presented By: Gary Tillotson

Strategic Goals: Ensure Public Safety

Background Info: Earlier this year, EST, Inc. won a Request for Proposal (RFP) and was contracted to help develop the Emergency Operations/Traffic Management Plan. EST would like to update Council on key components included in the plan. After this discussion and any input from Council we can release a written draft of the final proposed plan.

Issues: NA

Fiscal Impact: Unknown at this time.

Legal Review: NA

Staff Recommendation: NA



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item:	Planning File 52-23 Preliminary Plat 3381 South Grand Avenue
Action Requested:	Applicant has applied for a Preliminary Plat to subdivide existing property at 3381 South Grand Avenue to create four new lots.
Department:	Economic and Community Development
Presented By:	Emery Ellingson
Strategic Goals:	Generate Sustainable Economic Development Provide Efficient and Responsive City Government
Background Info:	Applicant seeks to subdivide property to create new four lots from existing property at 3381 South Grand Avenue. Any subdivision creating more than three lots requires Preliminary Plat approval from City Council. This application is a subdivision procedure and not a development permit so the role of City Council is to determine whether to grant applicant permission to proceed with a subdivision of property. If a preliminary plat is approved, the applicant has a year to complete the Final Plat process which is reviewed and approved at an administrative level. The Director may administratively grant an additional one year extension to complete a Final Plat. The Planning and Zoning Commission reviewed this application at their October 24, 2023 meeting and recommended approval. A second aspect of this application is the proposed fisherman's easement. This easement would be 10' from the property line nearest the Roaring Fork River. Public access would be from the river only and no public access would be gained to the river through the property from Grand. If approved, the easement could be counted toward the parkland dedication required, if development were to occur on this site. The River Commission reviewed the proposed easement at their November 1, 2023 meeting and recommended acceptance of the easement. The applicant was required to hold a pre-application neighborhood meeting for which attendance and notes are included in item files. No further public comment has been received.
Issues:	Proposed preliminary plat could result in future development on the site. The proposed preliminary plat shows any potential development occurring outside of recognized FEMA flood areas and would be outside the City's 35' riparian buffer, thereby avoiding sensitive areas.
Fiscal Impact:	The acceptance of the fisherman's easement would mean that less parkland dedication fees would be collected if there were ever development on this site. However, the intent of parkland dedication requirements is to encourage actual dedication of land rather than just paying fee in lieu. If no development ever occurred, the City would still gain a recreation easement along the Roaring Fork River.
Legal Review:	Legal has reviewed the proposed plat.
Staff Recommendation:	Staff recommends approval of the preliminary plat to create four new lots at 3381 South Grand Avenue with the following findings and conditions: Findings that the application:

- Is consistent with Comprehensive Plan
- Will comply with applicable zoning district standards
- Will comply with the use, dimensional, design, and development standards of the Code
- Provides a layout of lot, streets, blocks, driveways, utilities, drainage, and other public facilities, and services designed to minimize the amount of disturbance to sensitive areas and/or community assets
- Provides evidence of public water and sewer system connections
- Identifies and adequately mitigates known natural hazard areas

Conditions that:

- Applicant to continue to work with staff to complete Final Plat process to meet all City requirements.



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

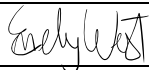
Ordinance Amendments		Development Permits	
☐	Rezoning	☐	Site/Architectural Plan Review
☐	Rezoning to Planned Unit Development (PUD)	☐	Administrative
☐	Annexation	☐	Minor
☐	Condominiumization	☐	Major
☐	Annexation	☐	Master Plan
☐	Street Vacation	☐	Construction Plans
☐		☐	Location & Extent
Subdivisions		☐	Right of Way Encroachment License
☐	Minor Subdivision	☐	Floodplain Development Permit
☒	Preliminary Plat	☐	Special Use Permit
☐	Final Plat	Flexibility and Relief Procedures	
☐	Vacation of Right-of-Way	☐	Variance
☐		☐	Administrative Adjustment
Other Land Use Applications		☐	Appeal
☐	Outdoor Seating	☐	

Applicant/Property Owner Information:			
Applicant		Owner	
Ben West		Ben West	
Relationship to Owner		Owner	
Owner		Emily West	
Applicant Address		Owner Address	
1319 Walz Avenue Glenwood Springs CO 81601		1319 Walz Avenue Glenwood Springs CO	
Phone 970-773-1313	Email Address benwestrealtor@gmail.com	Phone 970-773-1313	Email Address benwestrealtor@gmail.com

Property Information:	
Address	Parcel Number
3381 South Grand Avenue Glenwood Springs CO 81601	218522318001
Subdivision	Lot and Block Number
Iddings Subdivision	Lot 1
Zone District Commercial	Existing Land Use Residential

General Project Description:
Subdivide existing parcel into four separate parcels for individual ownership of new existing ownership.

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the		8/29/2023
	Applicant	Date
		8/29/2023
	Owner	Date

application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.		
	Owner	Date 8/29/2023

SPECIAL WARRANTY DEED (Joint Tenants)

GCC Lofts, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Grantor", do, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do grant, bargain, sell, convey and confirm unto **Benjamin West and Emily Perdue West**, hereinafter "Grantees", their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

Lot 1

Iddings Buchholz Subdivision

City of Glenwood Springs

According to the plat thereof recorded July 11, 2019 as Reception No. 922781

County of Garfield

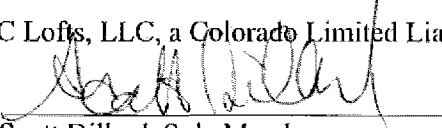
also known by street and number: 3405 S Grand Ave, Glenwood Springs, CO 81601

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for themselves, their heirs, and personal representatives, successors and assigns do covenant and agree that they shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s); excepting from the grantor's warranty, general taxes and assessments for the year 2022 and subsequent years; and "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

WITNESS Grantor's hand this 29th day of August, 2022.

GCC Lofts, LLC, a Colorado Limited Liability Company

By: 
Scott Dillard, Sole Member

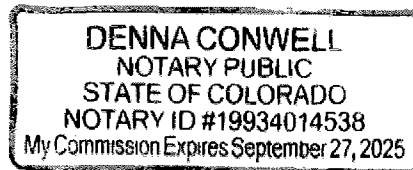
STATE OF COLORADO
COUNTY OF GARFIELD

The foregoing instrument was acknowledged before me this 29th day of August, 2022, by Scott Dillard Sole Member of GCC Lofts, LLC, a CO Limited Liability Company, on behalf of the Limited Liability Company.


Notary's Official Signature

My Commission Expires: 09-27-2025

Grantees Name, Address:
Benjamin West and Emily Perdue West
1319 Walz Avenue
Glenwood Springs, CO 81601



3381 S Grand Preliminary Plat Neighborhood Meeting

August 18, 2023

Attendance Roster

1. Susan Hse
2. Jeff & Madalyn Seguin 970-618 5849
mi.
9
- Abby & Ron Kroesen - 3409
- 1409
Lr

3381 S Grand Plat Meeting Notes 8.18.23

1 message

Ben West <benwestrealtor@gmail.com>

Fri, Aug 18, 2023 at 1:01 PM

To: Ben West <benwestrealtor@gmail.com>, Emery Ellingson <emery.ellingson@cogs.us>

Emery

Here is a recap of my meeting today

The attendees list is attached. It included the following neighbors

Susan Use
Jeff and Madlyn Seguin
Abby and Ron Kroesen

Notes

- Overall everyone is curious about the project but no-one opposed it. They all want to see the area turn residential or see what is the best use.

Jeff Seguin - 3421 S Grand - owns 3 parcels
- thinking of converting the existing building
- happy with building functioning now
- owned building for 35 years
- curious about redevelopment potential in the area

Susan and David Use

- want to buy a space to build a garage -> could they buy a footprint to build a garage for RV
- David Use 832.278.0969

Abby and Ron Kroesen - 3409 S Grand

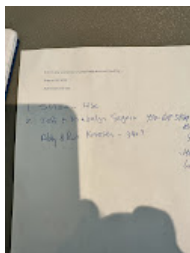
- own townhome that is a rental
- common elements or limited common elements?
- would we give duplex a facelift?
- one or two car garage

I have also attached the preliminary plat sketch and the elevations that I used to show what we believe it may look like.

Ben West*Associate Broker***Dillard Team At Integrated
Integrated Mountain Properties**

970.773.1313 (call or text)

<https://www.roaringforkhomes4sale.com/>[Apply Now](#)

3 attachments**IMG_8395.HEIC**
1333K**Preliminary Plat Sketch.pdf**

491K

**3381 S Grand Exterior Materials & Lighting**

672K

3381 S Grand Project Description

The proposed project will involve subdividing the existing parcel into four separate ownership parcels and a common ownership area as shown in the Proposed Plat. The parcels will each have a residence for individual ownership and will include three new residences and the existing duplex. This project is in alignment with COGS goals to utilize infill development to provide additional housing.

PRELIMINARY PLAT
LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED
JULY 11, 2019 AS RECEPTION NO. 922781
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT BENJAMIN AND EMILY PERDUE WEST, BEING SOLE OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS: LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781, COUNTY OF GARFIELD, STATE OF COLORADO, CONTAINING 0.458 ACRES MORE OR LESS; HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREON AND DESIGNATE THE SAME AS _____ IN THE CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, COLORADO; AND DO HEREBY GRANT TO THE CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON, INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE, AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND SO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO. _____ AND SUBJECT TO THE SUBDIVISION AGREEMENT FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO. _____.

EXECUTED THIS _____ DAY OF _____, A.D., 20__.

BENJAMIN WEST
1319 WALZ AVE
GLENWOOD SPRINGS, CO 81601
970-945-7653
BENWESTREALTOR@GMAIL.COM

EMILY PERDUE WEST

STATE OF COLORADO)

)SS

COUNTY OF GARFIELD)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 20__.

BY _____

MY COMMISSION EXPIRES: _____
WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)

NOTARY PUBLIC

CITY COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF GLENWOOD SPRINGS, GARFIELD COUNTY, COLORADO THIS _____ DAY OF _____, A.D. 20__, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND FOR CONVEYANCE TO THE CITY OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT THE APPROVAL IN NO WAY OBLIGATES THE CITY OF GLENWOOD SPRINGS FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL IN THE SUBDIVISION AGREEMENT.

MAYOR _____

WITNESS MY HAND AND SEAL OF THE CITY OF GLENWOOD SPRINGS.

ATTEST:

CITY CLERK _____

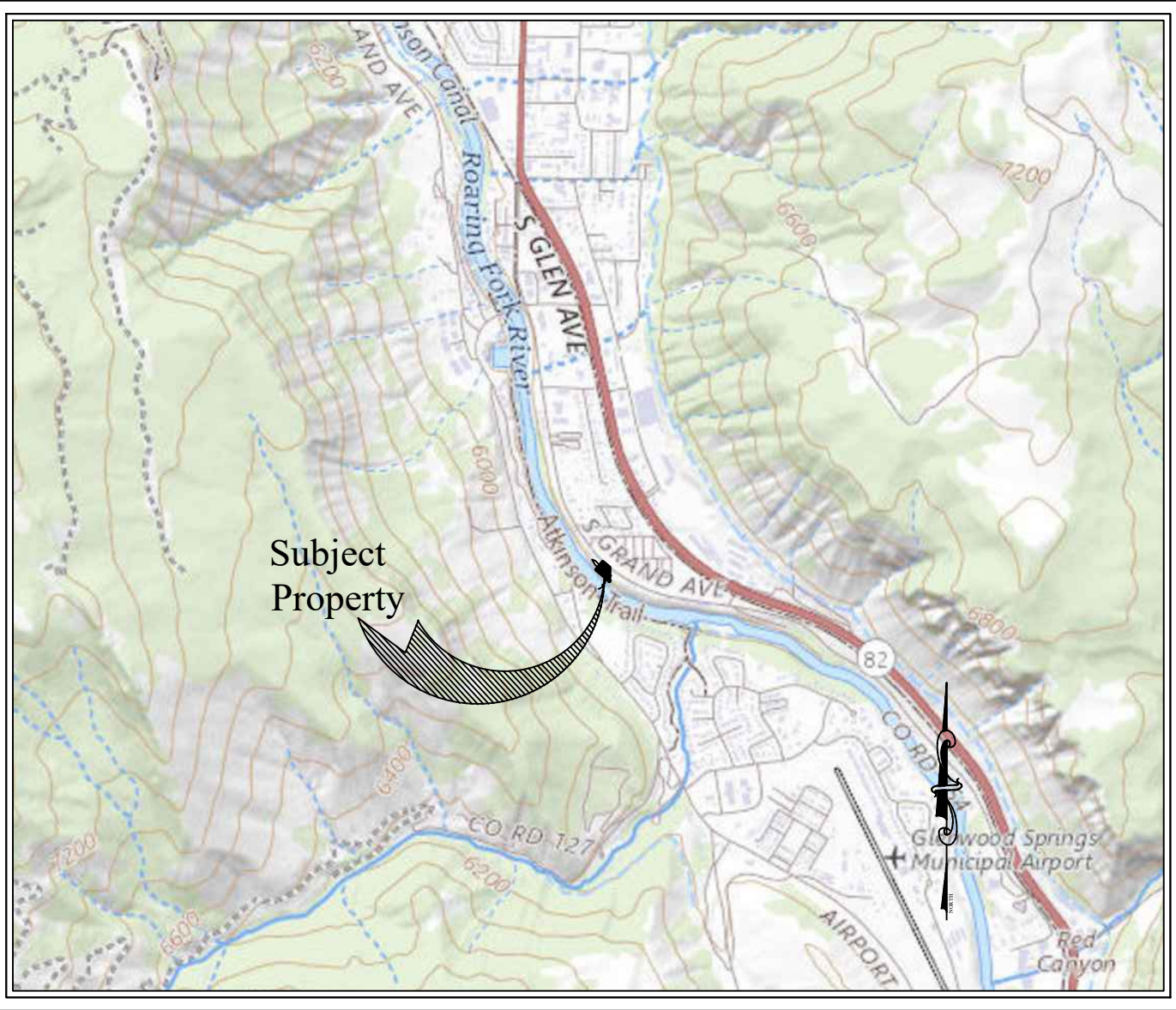
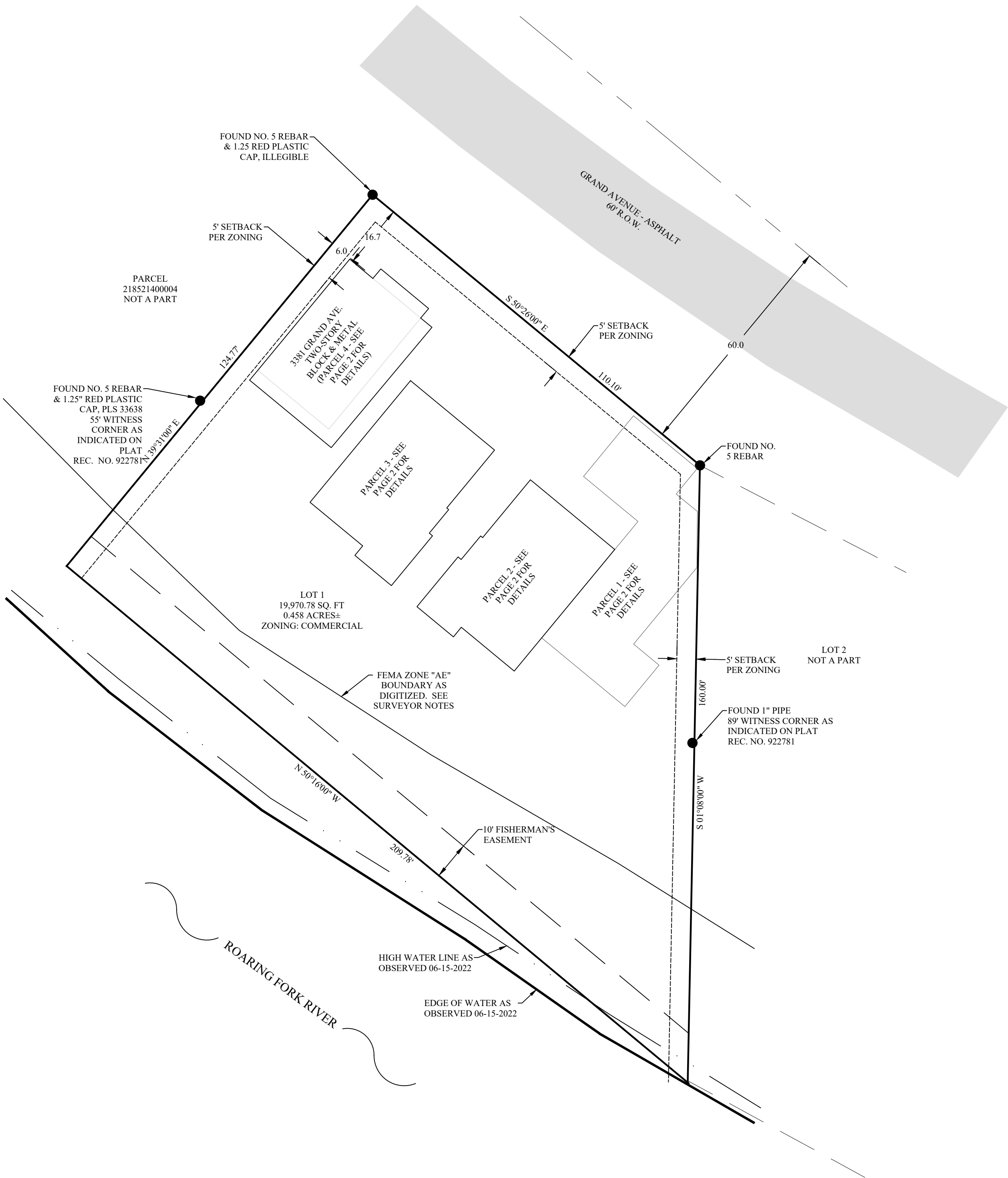


GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.



VICINITY MAP
SCALE 1" = 2,000'

PROPERTY DESCRIPTION

LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781.

COUNTY OF GARFIELD
STATE OF COLORADO

NOTES:

- 1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE AND EXCEPTIONS TO TITLE SHOWN IN THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0604496-C, DATED SEPTEMBER 29, 2023.
- 2) THE DATE OF THIS SURVEY WAS JUNE 15, 2022.
- 3) BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S50°26'00"E BETWEEN THE NORTHWEST CORNER OF LOT 1, A NO. 5 REBAR & 1.25" ILLEGIBLE PLASTIC CAP FOUND IN PLACE AND THE NORTHEAST CORNER OF LOT 1, A NO. 5 REBAR FOUND IN PLACE. BEARINGS ARE BASED ON IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781.
- 4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- 5) THIS SURVEY IS BASED ON THE IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781 IN THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AND CORNERS FOUND IN PLACE.
- 6) A PORTION OF THIS PROPERTY IS LOCATED IN FEMA FLOOD ZONE "AE" AS SHOWN ON THIS SURVEY. THE FEMA MAP NUMBER 0804FC1164E PANEL 1164 OF 2015 DATED (PRELIMINARY) OCTOBER 26, 2011 WAS DIGITIZED TO SHOW THE BASE FLOOD ELEVATION AND THE BOUNDARIES OF ZONE AE.

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT _____ O'CLOCK _____, ON THIS _____ DAY OF _____, 20__ AS RECEPTION NO. _____.

CLERK AND RECORDER _____

BY: _____

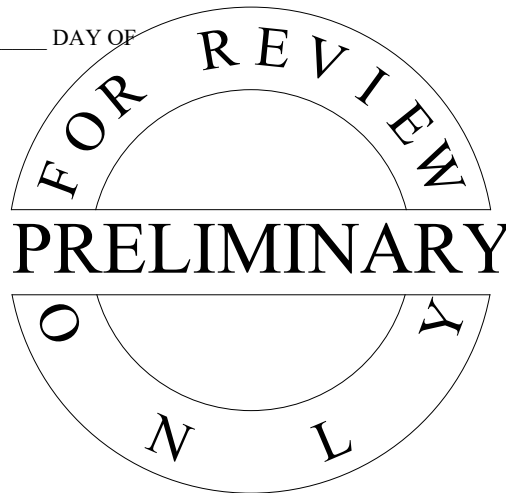
DEPUTY

SURVEYOR'S CERTIFICATE

I, TRAVIS J KAISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE _____ AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH THE CITY OF GLENWOOD SPRINGS REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, A.D., 20XX.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.

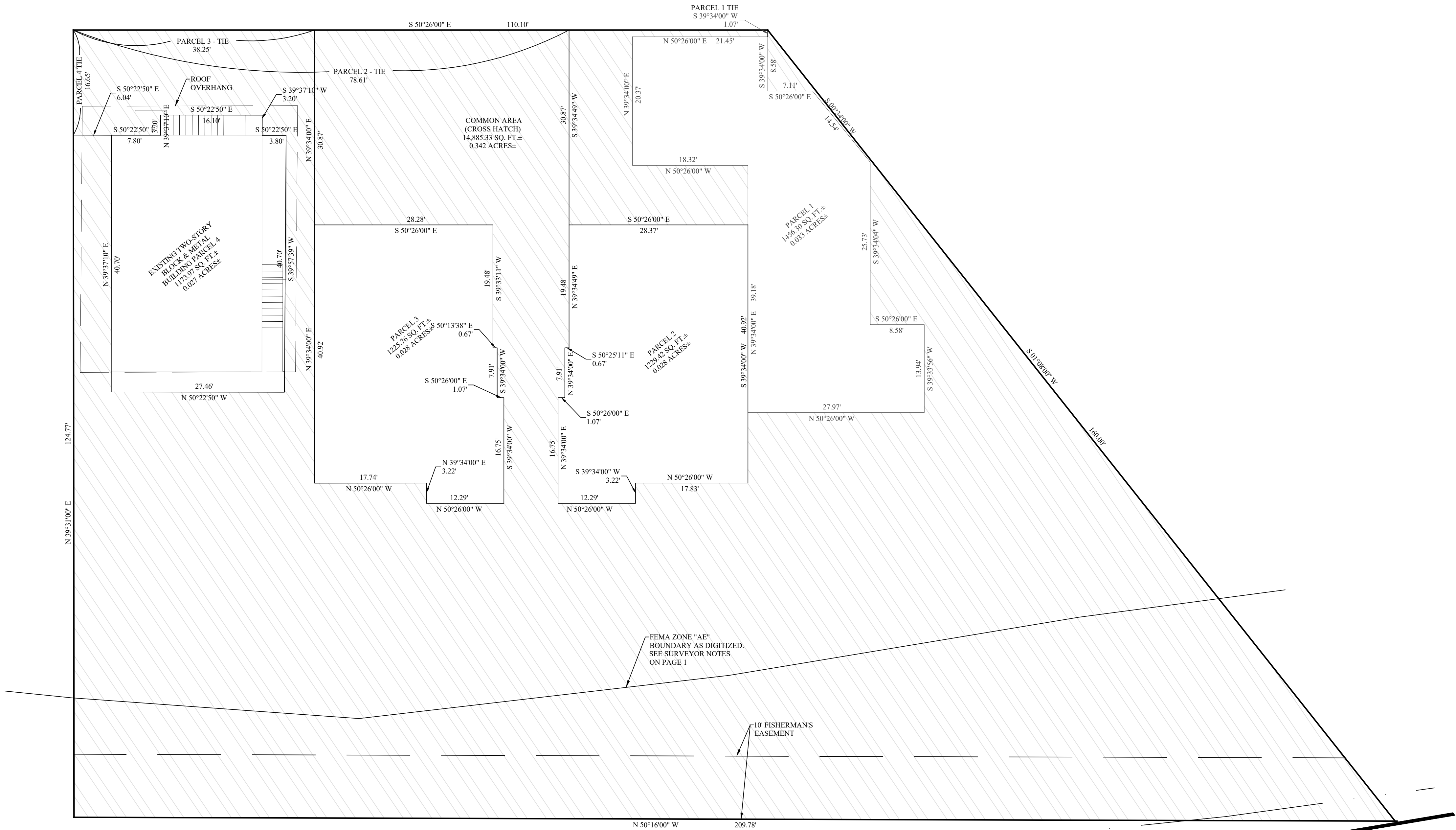


Drake Consulting, Inc.

Land Surveying
Phone 970-987-1389
Fax 970-360-1001
www.DrakeConsulting.CO

Drawn By: JG	NO.	Date	Revision	By	PRELIMINARY PLAT	Project NO. 22054
Checked By: TJK					3381 SOUTH GRAND AVENUE GLENWOOD SPRINGS, CO 81601	
Date: 08/28/2023						1 OF 2
Computer File: 22054						

PRELIMINARY PLAT
LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED
JULY 11, 2019 AS RECEPTION NO. 922781
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



PARCEL INFORMATION:

PARENT PARCEL: 19,970.78 SQ. FT.±

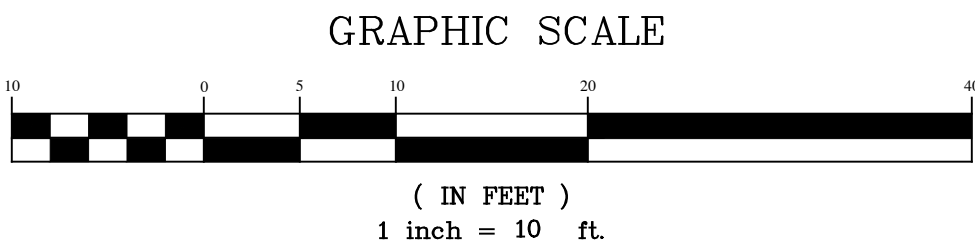
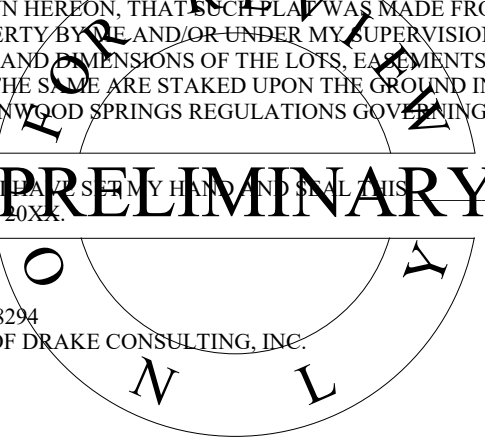
NEW PARCEL 1: 14,563.30 SQ. FT.±
NEW PARCEL 2: 1,229.42 SQ. FT.±
NEW PARCEL 3: 1,225.76 SQ. FT.±
NEW PARCEL 4: 1,173.97 SQ. FT.±
NEW COMMON AREA: 14,885.31 SQ. FT.±
NEW TOTAL: 19,970.76 SQ. FT.±

SURVEYOR'S CERTIFICATE

I, TRAVIS J. KAISER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE PROPERTY AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH THE CITY OF GLENWOOD SPRINGS REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I, TRAVIS J. KAISER, HAVE HEREIN SET MY HAND AND SEAL OF OFFICE, A.D. 2023, ON _____ DAY OF _____, A.D. 2023.

TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.



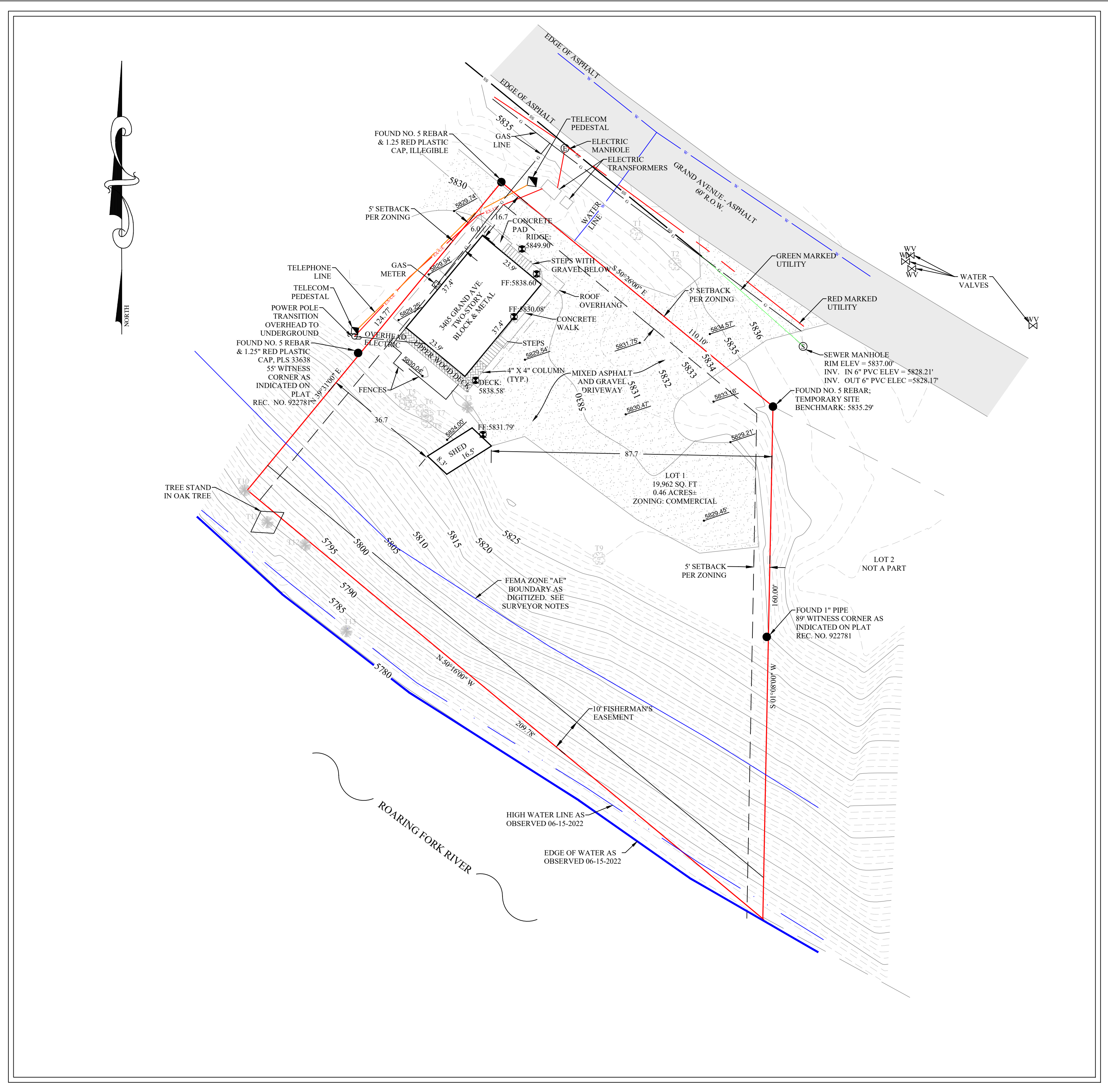
NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drake Consulting, Inc.

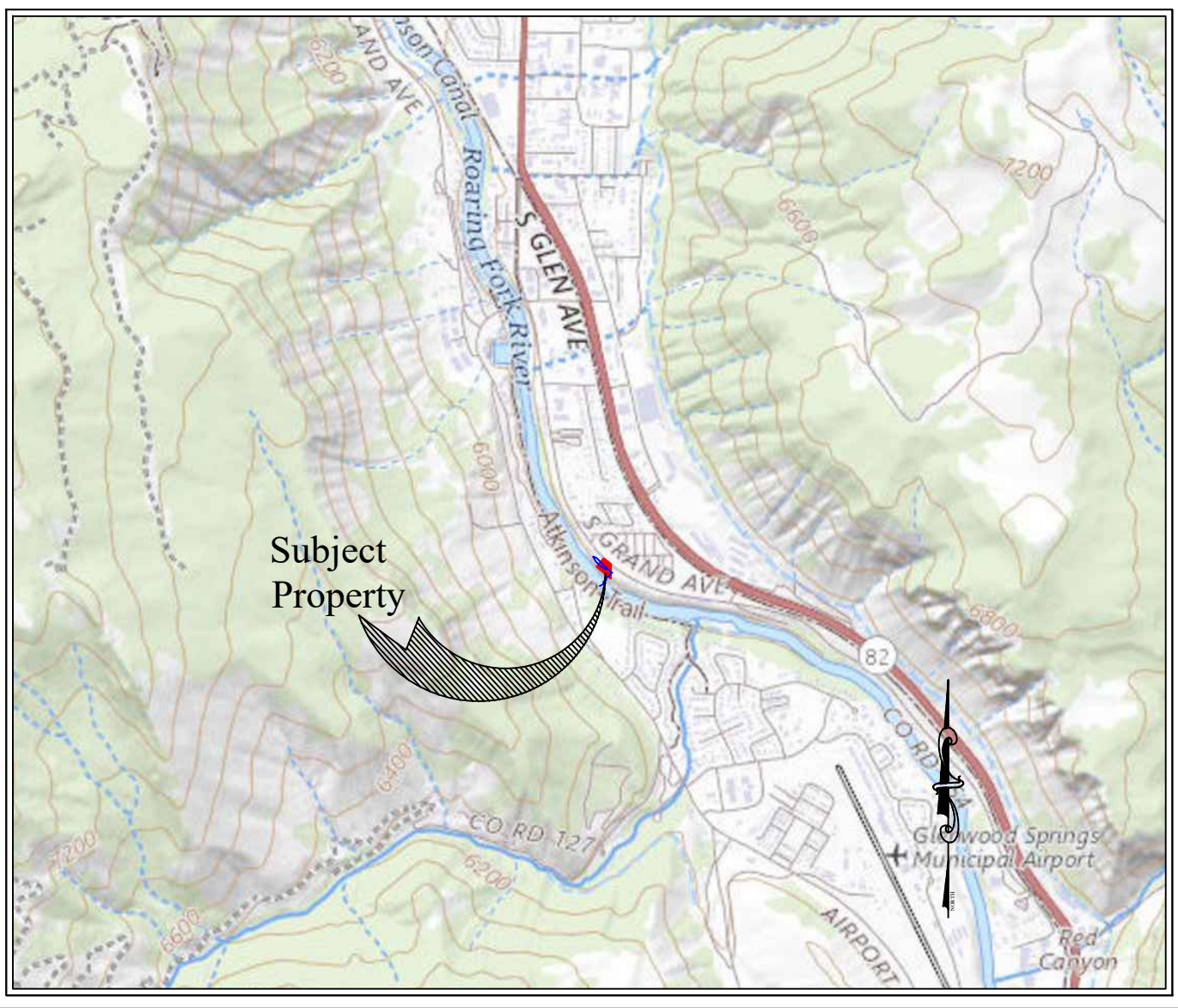
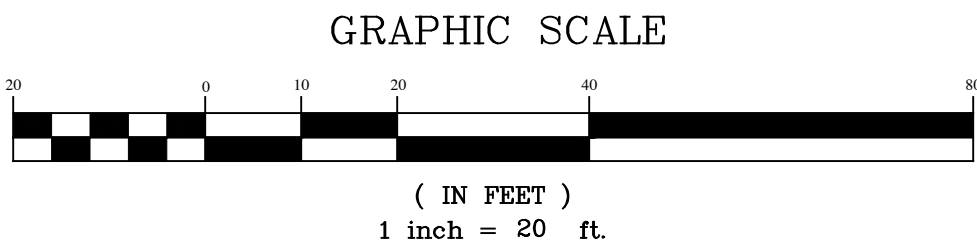
Land Surveying
Phone 970-987-1389
Fax 970-360-1001
www.DrakeConsulting.CO

Drawn By: JG	NO.	Date	Revision	By	PRELIMINARY PLAT 3381 SOUTH GRAND AVENUE GLENWOOD SPRINGS, CO 81601	Project NO. 22054
Checked By: TJK						
Date: 10/24/2023						
Computer File: 22054						2 OF 2

EXISTING CONDITIONS SURVEY
LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED
JULY 11, 2019 AS RECEPTION NO. 922781
CITY OF GLENWOOD SPRINGS, COUNTY OF GARFIELD, STATE OF COLORADO



TREE NO.	TREE TYPE	TRUNK DIAMETER	DRIP DIAMETER	ELEVATION
T1	DECIDUOUS	12"	20'	5834.517
T2	DECIDUOUS	12"	20'	5834.915
T3	CONIFEROUS	12"	20'	5830.107
T4	DECIDUOUS	12"	20'	5826.269
T5	DECIDUOUS	12"	20'	5827.136
T6	DECIDUOUS	12"	20'	5826.35
T7	DECIDUOUS	12"	20'	5826.537
T8	DECIDUOUS	12"	20'	5824.859
T9	DECIDUOUS	18"	25'	5828.535
T10	CEDAR	24"	40'	5790.976
T11	OAK	12"	20'	5789.684
T12	CEDAR	12"	20'	5791.203
T13	CEDAR	18"	30'	5781.452



VICINITY MAP
SCALE 1" = 2,000'

PROPERTY DESCRIPTION

LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781.
COUNTY OF GARFIELD
STATE OF COLORADO

NOTES:

- 1) THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS, SETBACKS AND EASEMENTS OF RECORD, OR IN PLACE. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THEREFORE EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN RESEARCHED BY DRAKE CONSULTING, INC.
- 2) THE DATE OF THIS SURVEY WAS JUNE 15, 2022.
- 3) BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH LINE OF LOT 1, IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781 IS A BEARING OF 50°26'00" BETWEEN THE NORTHWEST CORNER OF LOT 1, A NO. 5 REBAR & 1.25" ILLIGIBLE PLASTIC CAP FOUND IN PLACE AND THE NORTHEAST CORNER OF LOT 1, A NO. 5 REBAR FOUND IN PLACE.
- 4) UNITS OF MEASURE FOR ALL DIMENSIONS SHOWN HEREON IS U.S. SURVEY FEET.
- 5) THIS SURVEY IS BASED ON THE IDDINGS BUCHHOLZ SUBDIVISION AS RECORDED JULY 11, 2019 AS RECEPTION NO. 922781 IN THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AND CORNERS FOUND IN PLACE.
- 6) ELEVATIONS ARE BASED ON THE SITE BENCHMARK AT THE NORTHEAST CORNER OF LOT 3 AS SHOWN ON THE IDDINGS BUCHHOLZ SUBDIVISION PLAT YIELDING AN ON-SITE ELEVATION OF 5835.29' ON A TBM AS SHOWN HEREON. CONTOUR INTERVAL EQUALS 1 FOOT.
- 7) A PORTION OF THIS PROPERTY IS LOCATED IN FEMA FLOOD ZONE "AE" AS SHOWN ON THIS SURVEY. THE FEMA MAP NUMBER 08045C1164E PANEL 164 OF 2075 DATED (PRELIMINARY) OCTOBER 26, 2011 WAS DIGITIZED TO SHOW THE BASE FLOOD ELEVATION AND THE BOUNDARIES OF ZONE AE.

SURVEY STATEMENT

I, TRAVIS J KAISER, DO HEREBY STATE THAT THIS EXISTING CONDITIONS SURVEY WAS PREPARED BY DRAKE CONSULTING, INC. FOR GCC LOFTS LLC.

I FURTHER STATE THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JUNE 15, 2022, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. I FURTHER STATE THIS EXISTING CONDITIONS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



TRAVIS J. KAISER,
COLORADO P.L.S. NO. 38294
FOR, AND ON BEHALF OF DRAKE CONSULTING, INC.

Drake Consulting, Inc.
Land Surveying
Phone 970-987-1389
Fax 970-360-1001
www.DrakeConsulting.CO

Drawn By: JG	NO.	Date	Revision	By	EXISTING CONDITIONS SURVEY	Project NO. 22054
Checked By: TJK					3405 SOUTH GRAND AVENUE GLENWOOD SPRINGS, CO 81601	
Date: 06/28/2022						1 OF 1
Computer File: 22054						

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**DECLARATION FOR
3381 SOUTH GRAND
HOMEOWNERS ASSOCIATION**

DECLARATION FOR
3381 SOUTH GRAND HOMEOWNERS ASSOCIATION

THIS DECLARATION FOR 3381 SOUTH GRAND HOMEOWNERS ASSOCIATION is made and entered into this _____, day of _____ by _____ a Colorado limited liability company (the "Declarant").

Recitals

A. The community known as the 3381 South Grand Homeowners Association was created pursuant to the Declaration for 3381 South Grand Homeowners Association was recorded on _____ as Reception No. _____ in the Garfield County Records (the "Original Declaration").

B. Declarant is the owner of the real property located in Garfield County, State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a residential planned community ("Project") pursuant to the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time ("Act") and other improvements located on the Property.

C. The Property is improved with four residential units (each a "Unit"). Each Unit is located on a "Lot". The Lots are further improved with parking spaces and driveways. The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein. No additional units may be established on the Property by subdivision of existing Units or otherwise.

D. This Declaration and the Association (defined below) were being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

E. The Lots and Units are designated on the Plat. The Common Elements are also designated on the Plat.

F. In accordance with Section 118 of the Colorado Common Interest Ownership Act, the Declarant hereby submitted the Property and the Project to the provisions of the Act. In the event that the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

G. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Lots by the Owners as depicted in the Plat.

H. The Original Declaration is hereby amended by the Declarant in accordance with Section 13.3 of the Original Declaration.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations

shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1

General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Plat defined below. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "3381 SOUTH GRAND" pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et. seq. of the Colorado Revised Statutes, as it may be amended from time to time (the "Act"). The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of 4 (four) individual owned homes.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

ARTICLE 2

Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration. If a term is not defined herein, it shall have the meaning ascribed to it in the Act.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot/Unit, which interests are allocated as follows:

- (a) The Common Expenses liability allocated to each Unit as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Lot's share thereof. Common

Expenses liability of a Lot is determined without reference to the location, value or use of the Lot.

(b) One (1) vote in the Association is allocated to each Lot/Unit in the Community.

(c) If Units are added to or withdrawn from the Community or converted to Common Element, (i) the Common Expenses liability for each Unit shall be reallocated on the basis of a percentage in the same manner as set forth in paragraph 2.1 (a) above following the addition, withdrawal or conversion of such Units, and (ii) one vote in the Association shall continue to be allocated to each Unit in the Community following the addition, withdrawal or conversion of such Units.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of 3381 South Grand Homeowners Association, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the 3381 South Grand Homeowners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the townhome structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" or "Common Area" means all of the Community except the Lots. The Common Elements shall be conveyed to the Association upon completion of construction of all Units, and shall include, but are not limited to:

- (a) All land designated as Common Area on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and storm drainage system), common access driveway, and water features within the Community; and
- (b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. "Community" means the real property described as according to the Plat together with all improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for 3381 South Grand, as it may be amended from time to time.

2.13 Governing Documents. "Governing Documents" means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, the CCIOA Policies and the Construction Rules.

2.14 Lot. "Lot" means each of the Lots identified as Section: 22 Township: 6 Range: 89 Subdivision: IDdings BUCHHOLZ SUBDIVISION Lot: 1 AS PER PLAT RECEPTION NO. 922781 19962 SQ FT

2.15 Member. "Member" means each Unit Owner, including the Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. The term "Owner" shall be analogous to the term "Unit Owner", as that term is defined in the Act.

2.18 Party Wall. "Party Wall" means any common wall adjoining two or more Units and shall be deemed to include the roofing underlying the portion of the roof over, and the utility lines within a common wall.

2.19 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.20 Plat. "Plat" means the amended parcel 218522318001 at 3381 South Grand Avenue Glenwood Springs, CO 81601

2.21 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Units in accordance with the Allocated Interests.

2.22 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot or Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Unit Owner or of such Owner's Occupants.

2.23 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.24 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Lot/Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

2.25 Unit. "Unit" means each of the Units identified on Exhibit B of the 3381 South Grand as depicted and described on the Plat.

ARTICLE 3

General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants,

conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Lot/Unit. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Lot as follows:

Lot/Unit _____, 3381 S Grand, according to the Declaration for 3381 South Grand Homeowners, recorded as Reception No. _____ on _____, 2023 and according to the Plat recorded as Reception No. _____ recorded on _____, in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Lot, the Unit and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Lot and the associated Unit as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Common Elements subject to all applicable provisions of this Declaration.

3.3 Unit Boundaries. The Lot lines shown on the Plat shall be the perimeter boundaries of the Lots. The Unit lines shown on the Plat shall be the perimeter boundaries of the Units and the buildings within which the Units are located ("Building"). Where two Units share a common wall, the common wall shall be deemed divided equally in half vertically through its center, and each half shall be deemed a part of and owned by the Unit adjacent to that half of the common wall. Units shall not be deemed to have an uppermost horizontal boundary or a lowermost horizontal boundary.

3.4 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements. Similarly no action shall be brought for the subdivision or physical partition of a Unit or the improvements thereon between or among the Owners thereof.

3.5 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Lot/Unit. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.6 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed thereon, no Owner of any other

Lot or Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's Hen or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Lot or Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.7 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot or Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of a Unit, including the roof, (ii) painting or other alteration or change of the exterior of a Unit, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Lot. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to the Lots which have received the prior written approval of the Board of Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Lots or any part thereof.

If an Owner applies for approval to modify the exterior of a Unit, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3-8 Maintenance and Party Walls. In order to maintain a uniform appearance and a high standard of maintenance within the Community, the Association shall maintain the exterior areas, as more fully set forth below.

- (a) **Association Maintenance Responsibilities.** The Association shall be responsible for (i) maintaining and repairing the structural elements and roofs of all Buildings, (ii) landscaping and maintaining the landscaping on the Lots and the Common and the exterior of the Community and the Buildings, (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or desirable, all Common Elements, including without limitation fire sprinkler systems, landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv) maintaining and repairing common utility lines within Units, including the utilities located within the Utility and Fire Suppression Easement, and (v) maintaining, repairing, improving, painting, staining or other resurfacing when necessary of the exterior portions of all Buildings and Units, including the exterior doors, garage doors windows, decks, balconies, porches, planters and patios of the Units located on the Lots. No individual Unit Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of improvements located on the Lots, other than the Units shall be charged to the Owners of such Lots.

- (b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all interior elements and features of the Owner's Unit including interior non-supporting walls, ceilings, floors, improvements, fixtures, equipment, appliances and appurtenances, and for replacing broken window panes. Each Owner shall also be responsible for the installation, maintenance, repair and replacement of such Unit's garage door opener. In addition, each Owner shall be responsible for any damage to other Unit or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

- (c) **Maintenance Contract.** The Association or Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Area and the exterior areas of the Lots as defined and described herein. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Board. The Board shall not be liable for any omission or improper exercise by the employed individual or maintenance company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

(d) **Party Walls.**

- a. The cost of reasonable repair and maintenance of a Party Wall shall be a joint expense of the Owners of the Units sharing such Party Wall and each such Owner shall have a perpetual easement in and to that part of the Property on which the Party Wall is located, for Party Wall purposes, including maintenance, repair, and inspections. No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and the Party Wall shall always remain in the same location as when erected.
- b. In the event of damage or destruction of a Party Wall from any cause, other than the negligence or willful misconduct of an Owner, then the Owners of the Units sharing such Party Wall shall bear equally the expense to repair or rebuild said wall to its previous condition, which specifically includes the previous sound transmission coefficient, and such Owners, their successors and assigns shall have the right of to the full use of said wall so repaired and rebuilt, If an Owner's negligence or willful misconduct shall cause damage to or destruction of said wall, such negligent party shall bear the cost of repair and reconstruction to the extent such Owner's negligence caused such damage.
- c. The Association and each of the Owner's sharing a Party Wall shall have the right to break through the Party Wall for the purpose of repairing or restoring sewage, water, utilities, and structural components, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound transmission coefficient, and the payment to the adjoining Owner of any damage caused thereby. Adjoining Owners shall have the right to make use of the Party Wall provided such use shall not impair the structural support or the sound transmission coefficient of the Party Wall.

- d. Declarant hereby grants to the Association and the Board and their respective representatives a nonexclusive easement to enter upon and use the Property on which a Party Wall is located as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform under this Declaration.
- (e) **Standard of Care.** The Association and the individual Unit Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.
- (f) **Emergency Maintenance and Repair.** Notwithstanding any other provisions of this Section 3.8, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.
- (g) **Maintenance Easements.** The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, non-exclusive easements to enter the Units and upon the Lots as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.8.

3.9 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept in its Unit, on its Lot, or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.10 Residential Use. Each Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.11 Unsuitability. Decks, patios, balconies, porches, and Lots shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or otherwise on the exterior of Units which create an unsightly appearance. Sporting equipment (e.g.,

skis, snowboards, bikes, mountain bikes, kayaks, children's toys, etc.), must be stored completely inside the Unit and shall not be allowed to remain outside except when in actual use. No laundry or wash shall be dried or hung outside anywhere within the Community.

3.12 Association Landscaping & Fencing. All landscaping on the Lots and within the Community shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens) without the express prior written approval of the Board of Directors. Fences are not allowed unless permission to install a fence is approved in writing by the Board of Directors prior to installation.

3.13 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board of Directors, and any authorized representative thereof, shall have the right to enter upon and inspect any Unit, except for any Unit that is in fact occupied (which shall require the permission of the occupant except in the case of emergency, as provided in Section 5.4 below), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such individuals shall not be deemed guilty of trespass by reason of such entry.

3.14 Insurance Risks. No Lot or Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on any part of the Community or would result in any increase in the premium for that insurance.

3.15 Nuisance. No Unit, Common Element or Lot may be used for any use (i) constituting a public or private nuisance; (ii) consisting of the manufacture of any product; or (iii) which causes undue odor, noise, vibration or glare, including, without limitation, the use of any equipment or machine. No audio system in a Unit or on a Lot may be operated in a manner that is audible from within any other Unit or Lot.

3.16 Parking.

(a) All vehicles and motorcycles must be parked in the Unit's garage or in the space(s) located immediately outside of the garage.

(b) While the Association may have access to parking spaces in a parking lot in the Community or adjacent to the Community, such parking spaces will not allow overnight parking without the prior approval from the Board or the Managing Agent. All vehicles parked overnight in any Community parking lot must display a signed placard with the dates such parking is allowed signed by the Managing Agent or a member of the Board. The Association may promulgate additional parking rules as it determines necessary.

(c) It is prohibited to park inoperable vehicles, RV, trailers, vehicles over seven feet in height or over 22 feet in length outside of a Unit garage.

(d) Up to four (4) parking spaces in the Community parking lot are dedicated and reserved for the use of the Units in accordance with the rules and regulations, if any, adopted by the Association regarding the use of such parking spaces.

3-17 Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Unit or Lot without first obtaining the written approval of the Board. The size, number, design and location of such signs requiring approval shall be approved by the Board. No exterior decorations that are visible for public view from outside the Unit will be allowed without first obtaining the written approval of the Board. American flags and service flags are allowed to the extent provided by Colorado and federal law, however, the Board may adopt reasonable rules and regulations regarding the size and manner of display of flags.

3.18 Overloading. A Unit may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Project is designed to support.

3.19 Animals and Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Lots, Units or Common Elements, except that a Unit Owner may have up to two (2) dogs and/or cats. No pet may be kept, bred or maintained for any commercial purposes unless such Unit is operated as a pet store. No pet may be kept or maintained on any Lot, balcony or patio. If a pet becomes obnoxious to any other Owner, its tenants or their respective invitees, the Owner or the person having control (or lack thereof) over the animal will be given a written notice to correct the problem by the Association. If such problem is not corrected, the Owner, upon written notice from the Association, may be required to remove the animal from the Project permanently. The Owner, Owner's tenants or invitees having control over the pet are responsible for cleaning up after the pet and will hold the Association harmless from any liability, claim, damage, cost or expense resulting from any action or inaction of their pet. Any time a pet is outside the Unit, on the Lot, or on a Common Element, it must be accompanied by its Owner, Owner's tenant or invitee, and on a leash and otherwise under control. The Association Rules and Regulations shall further describe pet restrictions.

3.20 Trash. No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall use the trash receptacle provided to such Owner for the temporary storage of refuse within the Unit or the Unit's garage. The Association shall arrange for trash pick-up for the entire Community. Trash receptacles may only be placed outside on the day designated or arranged by the Association for trash removal between the hours of 6 a.m. and 7 p.m.

3.21 Design Guidelines and Construction Rules and Regulations. All Owners and contractors shall comply with the design guidelines and construction-related rules and regulations regulating any construction activities adopted by the Board of Directors. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Project at any time; fire protection; completion and compliance deposit; schedule; inspection(s); and reimbursement to the Association for professional fees related to approval of any construction activities, as deemed reasonably necessary by the Board.

3.22 Antennae. Except for equipment within easements authorized herein below, above, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit or on a Lot without first obtaining the written consent of the Board. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Community.

3.23 Outside Burning. There shall be no exterior fires, including barbecues, without prior written approval of the Board. No Owner shall permit any condition upon a Unit or Lot which creates a fire hazard or is in violation of fire prevention regulations.

3.24 Leasing. If an Owner leases a Unit, the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant. The Owner shall have the right to obtain reimbursement from the tenant for any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must state that it is subject to the requirements of the Association Documents. Any lease of a Unit must contain compatible use and activity restrictions as are provided for in the Association Documents.

3.25 Window Coverings; Windows and Glass Doors. The back or window-side of all window coverings consisting of drapes, curtains and blinds must be backed with a dark brown, taupe, dark-grey or black material. The material must be a solid color, no patterns are permitted. Each Unit shall have interior window coverings at all times. Each Owner shall maintain, repair and replace, at such Owner's sole cost and expense, window coverings in accordance with the Rules and Regulations. No exterior windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door, and all glass doors must be approved by the Board in writing prior to installation.

3.26 Recreational Equipment. No bicycles, tricycles, skateboards, roller blades or other types of wheeled, non-motorized vehicles, skis, ski boots and ski equipment (collectively, the "Equipment") may be left on or placed on any Common Element or on the Lot. All Equipment must be stored within a Unit.

3.27 Barbecue Grills. No grills of any kind may be on balconies or any of the Common Elements. Unit Owners may place propane or gas grills on exterior ground level patios or decks. No charcoal grills are permitted.

3.28 Prohibition on Marijuana. It is prohibited to smoke, sell, grow, or manufacture marijuana, cannabis and/or products derived therefrom for the purposes of medicinal or recreational use in the Community. The provisions of this paragraph shall not ever be amended without the written consent of Declarant and without regard to whether the Declarant owns any portion of the Property at the time of the amendment.

3.29 Use of Patios. It is prohibited to use patios and/or decks as outside storage. Only appropriate exterior furniture and approved grills may be located thereon.

3.30 Use of Crawl Space. No Owner shall allow any change to a crawl space unless such change has been approved in writing by the Board prior to such change. The Owners acknowledge that the Utility and Fire Suppression Easement is accessed through the crawl space. No Owner shall allow any obstruction of access to the Utility and Fire Suppression Easement. Crawl spaces may be only used for storage of non-hazardous materials.

3.31 Health, Safety and Welfare, Rules and Regulations. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board of Directors to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board of Directors may adopt reasonable Rules and Regulations of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules and Regulations shall be consistent with the purposes and provisions of this Declaration.

ARTICLE 4

Declarant's Reserved Rights

4.1 Declarant's Rights. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County and ending on the date of termination of such rights established under Section 4.3 below. It is expressly understood that Declarant shall not be obligated to exercise any one of these reserved rights.

Except as limited by this Article 4, such reserved rights may be exercised upon or in connection with all or any portion of the Community described on attached Exhibit A. Such rights may be exercised with respect to different parcels of the Project at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of the different Lots or Units or with respect to the order in which such Lots or Units may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, P.U.D. Agreement or other agreement relating to the

Project, and (ii) if a particular reserved right is exercised in any portion of the Project subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that Project.

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Units and other portions of the Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 4, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 4 shall limit or impair any legal rights that Declarant may have independent of these reserved rights, or any other rights granted or reserved to Declarant by other provisions of this Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

- (a) *Completion of Improvements.* The right throughout the Community to complete (and perform warranty work on) improvements indicated on the Plat, as may be amended from time to time, including the Units. Furthermore, the right to construct and complete improvements required by the terms of the Final Plat Agreement recorded _____ as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Agreement may be amended from time to time. Furthermore, the right to create, grant and/or use and enjoy additional non-exclusive easements, and to relocate existing platted easements, upon or across any portion of the Community except Units, as may be reasonably required for the completion by Declarant of the above-described improvements or the effective exercise by Declarant of any of the other reserved rights described in this Article 4.
- (b) *Sales, Marketing and Management.* The right to construct, locate or operate, and to maintain upon, and to remove from, any portion of the Community (including Lots or Units) owned by Declarant, and/or the Common Elements, in the discretion of Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots or Units, the following:
 - (i) Sales offices, management offices and/or construction offices, and structures containing or relating to the same. Such offices to the extent they are not situated upon a Lot or in a Unit, are hereby declared to be personal property and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Unit Owner.
 - (ii) Signs identifying and advertising the Community and the Lots/Units therein, or relating to development or construction thereon.

- (iii) Model Units.
 - (iv) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Community and the Lots/Units to prospective Owners.
 - (v) Employees in offices; equipment, vehicles; and marketing and construction materials together with the right to attract, invite or bring prospective purchasers of Lots/Units into the Community at all times.
- (c) *Merger.* The right to merge or consolidate the Community with another common interest community of the same form of ownership.
- (d) *Declarant Control of Association.* The right to appoint or remove any member of the Board of Directors or officer of the Association, as more specifically set forth in Section 7.6 below, but only for and during the "Period of Declarant Control of Association" as defined in Section 7.6.
- (e) *Withdrawal Rights and Procedures.* The right at any time and from time to time to withdraw from the Community any Declarant owned Lots/Units or Common Elements.

Withdrawal shall be accomplished by the recording by Declarant of an amendment to this Declaration and an amendment to the Plat. Upon the recording of such amendments, the withdrawn Lots/Units and/or Common Elements shall no longer be part of the Community or subject to this Declaration in any way.

Each Declarant owned Lot/Unit, and each Declarant owned Common Element, is hereby described and declared to be a separate portion of Project that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant owned Units and/or all or a portion of any Declarant owned Common Element from the Community, and to vacate any platted easements thereon. Once a Lot/Unit has been conveyed to a Unit Owner other than Declarant, that portion of the Project is no longer subject to this right of withdrawal. Likewise, once a Common Element has been conveyed to the Association, that portion of the Project is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be essential for access or utility service to, or operation or management or use or enjoyment of, the Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across the Common Elements within the Community. At the time any withdrawal of Project is accomplished, Declarant shall record whatever documents are necessary to establish such reciprocal easements in the Garfield County records.

In the event any real property is withdrawn from the Community as provided herein, the definitions used in this Declaration shall be automatically contracted to encompass and refer to the Community as contracted, e.g., "Community" shall mean the real property described herein minus any real property withdrawn therefrom; similarly, "Common Elements", "Lots", and "Units" shall mean and include those areas as described herein less those so designated on any amendment to a Declaration or Plat relating to any real property which is withdrawn pursuant to this Article 4. References to this Declaration shall mean this Declaration as so amended.

The recording of amendments to the Declaration and Plat which reallocate the allocated Interests in the Community shall automatically:

- (i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Lot and Unit; and
 - (ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot or Unit.
- (f) *Other Reserved Development Rights.* The right with respect to all or any Declarant owned portion of the Community (including the Units) to (a) create Common Elements; (b) create additional Lots and Units; (c) subdivide Lots and Units as set forth in Section 4.7 above; (d) combine Units; (e) convert Lots or Units or portions of Lots or Units into Common Elements; and (f) convert Common Elements or portions of Common Elements into Lots/Units.

4.2 Transfer of Declarant's Reserved Rights. Any one or more rights created or reserved under this Article 4 for the benefit of Declarant, specifically including without limitation the right to subdivide a Lot, Unit and Common Elements and to record a Reallocation Amendment in connection therewith, may be transferred to any Person by an instrument describing the right or rights transferred and recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of Declarant's reserved rights.

4.3 Termination of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, which is addressed in Section 7.6 below, the rights reserved to Declarant in this Article 4 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall

be included in an amendment executed by Declarant or the owner of the real estate subject to the development right and the Association.

ARTICLE 5

Easements

5.1 Easements for Incidental Encroachments. If any portion of a Building encroaches upon a Common Element, including any future encroachments arising or resulting from the repair or reconstruction of a Building subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment. In addition, there is hereby created, granted and reserved to each Owner a non-exclusive easement over, upon and beneath the Common Elements and the Units of other Owners for the horizontal and lateral support of each Owner's Unit.

5.2 Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement over, across, upon and under the Common Elements for construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, fire sprinkler systems, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, electricity, cable TV and other common TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other Person exercising such utility easement rights shall be obligated to restore, reseed, replant and re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work.

5.3 Association Common Utility Easement within Lots and Units. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement along the course of all utility lines (including lines for the master fire sprinkler system in each building) that may exist from time to time within the Lots and Units and that serve more than one Lot or Unit, for the operation, maintenance, repair, removal and replacement of such common utility lines, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights.

5.4 Association Administrative Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

5.5 Association Easement Upon Units for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon and in all Lots and Units as necessary for the performance of the Association's rights and responsibilities under this Declaration (including the exercise of the Association's common utility easement rights) and for the making of emergency repairs or reconstruction to the Buildings, the Lots, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs (including routine

maintenance and repair of common utility lines within the Lots or Units, including lines for each Building's fire sprinkler system), entry to a Lot or Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner or Occupant. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time provided that a reasonable effort is made, under the circumstances, to give notice of such intended entry. The Board of Directors is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses,

unless the emergency and damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board of Directors as a Reimbursement Assessment pursuant to the provisions of this Declaration.

5.6 Declarant Easement over Common Elements. There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefitting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by recorded instrument.

5.7 Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons, now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

5-8 Utility and Fire Suppression Easement. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement in each crawl space for the installation, removal, maintenance, repair and replacement of utilities, including but not limited to, domestic water, gas, electric, sprinkler and CAT 5 cable, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights. No Owner shall allow any obstruction of access to this easement.

5.9 Easements Deemed Created. All conveyances of Lots/Units hereafter made, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 5 and elsewhere in this Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

5.10 Recorded Easements and Licenses. In addition to the easements described in this Article 5 and elsewhere in this Declaration, any recorded easements and licenses appurtenant to or included in the Community are made a part hereof by this reference, including, but not limited to those encumbrances listed on attached Exhibit C.

ARTICLE 6

Common Elements

6.1 Use and Enjoyment of Common Elements. Each Owner shall have the non-exclusive right to use and enjoy the Common Elements in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Lot or Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Lot/Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules and Regulations adopted by the Board of Directors from time to time. No Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Element by all Owners and by the Association.

6.2 Association may Regulate Use of Common Elements. The Association, acting through the Board of Directors, shall have the right and authority to regulate the use of the Common Elements by the promulgation, enforcement and interpretation from time to time of such Rules and Regulations relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants.

6.3 Association to Maintain and Improve Common Elements. The Association, its agents and employees, shall maintain, snowplow as necessary, and otherwise manage the Common Elements and the exterior Lots, including, but not limited to, any improvements, landscaping, water features, streets, driveways, parking areas, sidewalks, walkways, common utilities, and recreational and other facilities located thereon. The Association shall construct, alter and remove such improvements and landscaping upon the Common Elements as the Association in its discretion considers necessary, desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Elements and the beauty thereof in accordance with the general objectives for the Community reflected in this Declaration,

6.4 Owner Liability for Owner or Occupant Damage to Common Elements. Each Owner shall be liable to the Association for any damage to Common Elements, the Lots, or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements or Lots arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or the Rules and Regulations relating to the Common Elements.

Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

6.5 Damage or Destruction to Common Elements. In the event of damage to or destruction of the Common Elements or the Lots, including improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Section 8.2 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board of Directors. Damage to any personal property within a Lot shall be the responsibility of the Owner(s) of the Lot(s).

6.6 Condemnation of Common Elements. If any Common Element or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Common Element taken or purchased shall be paid to the Association. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Association shall be held by the Association for the purposes stated in Section 6.5 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Common Elements or may be used for improvements or additions to or operation of Common Elements or for such other uses as may be deemed appropriate by the Board of Directors. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

6.7 Title to Common Elements upon Dissolution of Association. In the event of dissolution of the Association, the Common Elements shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi-governmental agency or organization or to a nonprofit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Common Elements were held by the Association. If the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Association.

6.8 Mechanic's Liens on Common Elements. Declarant shall be responsible for the release of mechanics' liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Association shall be responsible for the release of mechanic's liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Unit at the instance of the Owner thereof shall be the basis for filing a lien against the Common Elements. No labor performed or materials furnished with respect to a Common Element at the instance of the Board of Directors shall be the basis for filing a lien against any Lot/Unit.

ARTICLE 7

Association

7.1 Association; General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units holding at least fifty-one percent (51%) of the votes in the Association. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws, except that there shall never be less than three (3) members. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in Colorado Revised Statutes Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, this Declaration, the Articles or Bylaws. Except as provided in the Act, this Declaration, the Articles or Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Association shall have all of the powers, authority and duties permitted under the Act and under the Colorado Revised Nonprofit Corporation Act ("CRNCP"). The Association, acting through the Board, may (without specific authorization in the Declaration):

- (a) Adopt and amend any rules and regulations of the Association, policies and procedures required by the Act ("CCIOA Policies"), Design Guidelines and/or Construction Rules;
- (b) Adopt and amend Bylaws;
- (c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
- (d) Hire and terminate Managing Agent(s) and other employees, agents and independent contractors;
- (e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project as

- provided for herein;
- (f) Make contracts and incur liabilities;
 - (g) Regulate the use, maintenance, repair, replacement and modification of Common Elements, and further lease or license, or permit the use of, by less than all Owners and/or non-Owners, on either a short or long-term basis, and with or without charge as the Board deems fit, any portion of the General Common Elements and/or any Unit owned by the Association;
 - (h) Cause minor improvements (not exceeding \$50,000 for any improvement project) to be made to the Common Elements. If such project cost exceeds the permitted amount the Board must obtain 67% Owner approval;
 - (i) Grant long or short-term easements, leases, licenses and concessions through or over the Common Elements as provided herein;
 - (j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements as provided herein;
 - (k) Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
 - (l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
 - (m) Provide for the Association's indemnification of its officers and members of the Board, and also to maintain directors' and officers' liability insurance as determined to be appropriate by the Board or the Owners;
 - (n) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, subjecting Common Elements to a security interest in connection therewith;
 - (o) Assign, pledge and collateralize its right to future income, including the right to receive Assessments;
 - (p) Exercise any other powers conferred by the Declaration or the Bylaws;
 - (q) Exercise all other powers that may be exercised in Colorado by legal entities of the same type as the Association; and
 - (r) Exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. No member of the Board of Directors and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

7.3 Delegation by the Board of Directors.

- (a) *Delegation to Managing Agent.* The Association, acting through the Board, may employ or contract for the services of a Managing Agent to act for the Association and the Board and the officers according to the powers and duties delegated to the Managing Agent pursuant to the Bylaws

or the resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Managing Agent of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

- (b) *Committees.* The Association, acting through the Board, may delegate any of its rights, duties or responsibilities to any committee or other entity that the Board may choose to form.
- (c) *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Act and the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Association Documents and the Act.

7.4 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests (Allocated Interests) in the Common Elements. Such interests shall not be transferable except with the transfer of a Lot/Unit. A conveyance of a Lot/Unit shall transfer ownership of the transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot/Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Lot/Unit.

7.4 Contracts with Others. The Association may contract with the City of Glenwood Springs or with other homeowners' associations or owners of nearby property in order to provide services required herein or by law for the benefit of Owners and their family members, guests, tenants and invitees. Any resulting costs incurred by the Association shall be a Common Expense. The Association may contract with third parties and/or other homeowners' associations or owners of nearby property in order to gain access to amenities or other arrangements beneficial to Owners and their family members, guests, tenants and invitees.

7.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Board of Directors may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may

establish penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

7.6 Membership in Association. There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Lot/Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Lot/Unit, and the Membership appurtenant to that Lot/Unit shall automatically pass with fee simple title to the Lot/Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot/Unit, and may not otherwise be separated from ownership of a Lot/Unit.

7.7 Voting Rights of Members. Each Lot/Unit in the Community shall be entitled to one (1) vote in the Association. Occupants of Units shall not have voting rights. If title to a Lot/Unit is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Lot/Unit is present at an Association meeting, such Owner is entitled to cast the vote allocated to that Lot/Unit. If more than one of the multiple Owners is present, the vote allocated to that Lot/Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the vote allocated to that Lot/Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Lot/Unit. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Lot/Unit cannot agree on how to cast their vote, any vote cast for that Lot/Unit shall be null and void with regard to the issue being voted upon. Such multiple owners and their Lot/Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

A quorum is deemed present throughout any meeting of the Members of the Association if Persons entitled to cast at least fifty percent (50%) of the votes in the Association are present, in Person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in Person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Declaration, the Articles, or the Bylaws.

The vote allocated to a Lot/Unit may be cast pursuant to a proxy duly executed by an Owner. If a Lot/Unit is owned by more than one Person, each Owner of the Lot/Unit may vote or register protest to the casting of a vote by the other owners of the Lot/Unit through a duly executed proxy. A Lot/Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

The Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

7.8 Period of Declarant Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board of Directors and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Lot/Unit by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots or Units was last exercised by Declarant.

At any time prior to the termination of the Period of Declarant Control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors, but in such event Declarant may require, for the duration of the Period of Declarant Control of the Association, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of Directors or the Association. Not later than the termination of the Period of Declarant Control of the Association, the Owners (including Declarant) shall elect a Board of Directors of at least three members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board of Directors members and officers to take office upon election. Pursuant to Section 38-33.3-303(9) of the Act, within 60 days after Owners other than Declarant elect a majority of the members of the Board of Directors, Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by Declarant.

ARTICLE 8

Insurance

8.1 Insurance Requirements. The Association shall obtain, maintain and keep in full force and effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Association as a Common Expense:

(a) *Casualty Insurance.* Property insurance on all Buildings, all fixtures that are part of such Buildings, all Common Elements, and improvements thereon (excepting any such improvements installed by Owners) within the Community. Such insurance shall not include or cover the finished interior surfaces of the walls, floors and ceilings of the Units. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies, and shall include such endorsements as the Board of Directors considers appropriate from time to time.

(b) *Liability Insurance.* Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements within the Community and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than Three Million Dollars (\$3,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence; (b) insure the Board of Directors, the Association and its officers, and their respective employees, agents and all Persons acting as agents; (c) include the Successor Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements; (e) cover claims of one or more insured parties against other insured parties; and (f) be written on an occurrence basis.

(c) *Worker's Compensation.* A Worker's Compensation policy, if necessary, to meet the requirements of law.

(d) *Directors and Officers Liability Insurance.* The Association may, in its discretion, carry directors' and officers' liability insurance in such amount as the Board of Directors may deem appropriate.

(e) *Other Insurance.* Such other insurance in such amounts as the Board of Directors shall determine, from time to time, to be appropriate to protect the Association or the Unit Owners, or as may be required by the Act.

(f) *General Provisions Respecting Insurance.* Insurance policies carried pursuant to Sections 8.1(a) and 8.1(b) above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 8.1(a) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3- 313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of

the damaged property, and the Association Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Association. In the event more than one Lot or Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, name Declarant as an additional insured and shall contain a waiver of subrogation rights as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of Common Elements and in light of the possible or potential liabilities of the Association and other insured parties.

In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

(g) *Nonliability of Association or Board of Directors.* Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board of Directors member, shall be liable to any Owner, Occupant, mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

(h) *Premiums.* Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board of Directors' election, be assessed against that particular Owner and his Lot/Unit as a Reimbursement Assessment.

(i) *Insurance Claims.* The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board of Directors has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

(j) *Benefit.* Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

(k) *Other Insurance to be Carried by Owners.* Each Owner is responsible for obtaining insurance coverage on the improvements, furnishings and other items of personal property belonging to an Owner or Occupant or a Lot/Unit, and public liability insurance coverage (including physical damage and liability insurance) upon each Lot and Unit. In addition, an Owner may obtain such other and additional insurance coverage on the Unit as such Owner in the Owner's sole discretion shall conclude to be desirable; provided however, that none of the insurance coverage obtained by the Owner shall operate to decrease the amount which the Board, on behalf of all Owners, may realize under any policy maintained by the Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit. No Owner shall obtain separate insurance policies on the Common Area.

8.2 Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) sixty-seven percent (67%) of the Unit Owners, including owners of every Lot/Unit that will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Buildings or Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots/Units and Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all Lots/Units.

In the event of damage to or destruction of all or a portion of the Buildings or Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment

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shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Owner assessed and a lien on his Lot/Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners and first mortgagees of their respective Lots/Units, if any.

ARTICLE 9

Limited Liability

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association shall be liable to any Owner or Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board of Directors shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board of Directors against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE 10

Assessments

10.1 Assessment Obligation. Declarant, for each Lot/Unit, shall be deemed to covenant and agree, and each Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Lot/Unit against which each such Assessment is charged. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Owner is liable for Assessments made against such Owner's Lot/Unit during his period of ownership of the Lot/Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Lot/Unit at the time when the Assessment became due. Upon the transfer of title to a Lot/Unit, the transferor and the

transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 Statutory Lien. The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Lot/Unit or fines imposed against such Lot/Unit's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Directors' acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

10.3 Lien Superior to Homestead and Other Exemptions. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

10.4 Priority of Lien. An Assessment Lien is prior to all other liens and encumbrances on a Lot/Unit except as follows:

- (a) Liens and encumbrances recorded before the recordation of this Declaration;
- (b) A security interest on the Lot/Unit which has priority over all other security interests on the Lot/Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association lien created under this Article 10 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;
- (c) Liens for Project taxes and other governmental assessments or charges against the Lot/Unit; and
- (d) As may otherwise be set forth in the Act. The priority of mechanics' and materialmen's liens is not affected by the Act.

This Article 10 does not prohibit an action or suit to recover sums for which this Article 10 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot/Unit shall not affect the Lien for an Assessment.

10.5 Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Lot/Unit as a Reimbursement Assessment.

10.6 Regular Assessments.

- (a) A Regular Assessment shall be made annually against each Lot/Unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) the costs of services rendered or expenditures incurred by the Association to or for less than all Lots/Units (but not including Common Expenses), which shall be assessed only to the Lots/Units benefitted and then equally among them, (iii) reasonable reserves for contingencies, replacements, and other proper purposes, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment;
- (b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Lot/Unit in the Community, except that (i) any Common Expense or portion thereof benefitting fewer than all of the Lots/ Units shall be assessed exclusively against the Lots/Units benefitted; and (ii) any Common Expense associated with the maintenance, repair, improvement or replacement of a exterior improvements on Lots shall be assessed only against the Lots/Unit(s) for which those improvements are located. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.
- (c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot/Unit is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Owner

acquiring a Lot/Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

- (d) The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof.
- (e) The Board of Directors shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph (d) above. Failure of the Board of Directors to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board of Directors in fact provides such notice.

10.7 Association Budget. The Board of Directors shall adopt a Budget which establishes a Regular Assessment for the Owners. Annually, the Board of Directors shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period in accordance with §38-33.3-314 of the Act. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors.

10.8 Special Assessments. In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, or an excess tort liability, where no membership vote shall be required, the Board of Directors shall not levy a Special Assessment without the approval of the Owners in the Community as provided below.

Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than thirty (30) or more than fifty (50) days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast fifty percent (50%) of the votes in the Association shall constitute a quorum, if the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only thirty percent (30%) of the votes in the Association. No such second meeting shall be held more than sixty (60) days following the date of the first meeting.

Provided a quorum of Owners entitled to vote is present in person or by proxy, in accordance with the quorum requirements set forth in the preceding paragraph, then the affirmative vote of a majority of the Owners so present shall constitute approval of the proposed Special Assessment.

For purposes of this Section 10.8, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Lot/Unit in the Community, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice.

10.9 Reimbursement Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board of Directors may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Declaration, the Articles and Bylaws, or any Rules and Regulations, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Board of Directors for any other purposes for which this Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Declaration, the Articles, Bylaws, or the Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a late charge (and/or a bad check charge) thereon. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is

delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may, but shall not be required to, record a Notice of Delinquent Assessment or charge against any Lot/Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Lot/Unit.

The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Lot/Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against the Owner's Lot/Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Lot/Unit against which the Assessments are made.

In any action by the Association to collect Assessments or to foreclose a Lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

10.11 Statement of Unpaid Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot/Unit, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot/Unit for unpaid Assessments which were due as of the date of the request.

10.12 Assessments for Tort Liability. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 11

Eminent Domain

11.1 Definition of Taking. The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

11.2 Representation in Condemnation Proceedings of Common Elements. In the event of a threatened taking of all or any portion of the Common Elements, the Owners hereby appoint the Association through such Persons as the Board of Directors may designate to represent the Association and all of the Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Owners, and service of process on each individual Owner shall not be necessary.

11.3 Award for Common Elements. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners as their interests may appear. The rights of an Owner and the mortgage of a Lot/Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Lot/Unit.

11.4 Taking of Lots/Units. If a Lot and/or Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Unit Owner for the acquired Lot and/or Unit and its Allocated Interests. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Lots (as appropriate) in proportion to the respective Allocated Interests of those Lots and/or Units before the taking. Any remnant of a Lot and/or Unit remaining after part of a Lot and/or Unit is taken is thereafter a Common Element. Otherwise, if part of a Lot and/or Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Lot and/or Unit. Upon acquisition, unless the decree otherwise provides:

- (a) That Lot/Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Lot and/or Unit; and
- (b) The portion of Allocated Interests divested from the partially acquired Lot/Unit is automatically reallocated to that Unit and to the remaining Lots/Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Lot and/or Unit participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE 12

Acknowledgements, Construction Defects, Disputes, Dispute Resolution and Litigation

12.1 Acknowledgements.

- (a) *Security.* THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, OR ACTS OF THIRD PARTIES. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.
- (b) *No View Easement.* There is no easement or other right, express or implied, for the benefit of the Lot/Unit or any Owner for light, view or air created by this Declaration or as a result of the Owner owning the Lot/Unit.
- (c) *Sound Transmission.* Sound and impact noise transmission in a building(s) such as the Project is hard to control, and noises from adjoining or nearby structures and surrounding development and/or mechanical equipment can and will be heard in the Units. The Association is not responsible in any way for sound or impact noise transmission.
- (d) *Mold Disclosure.* Molds, mildew, fungi, bacteria and microbiologic organisms (collectively "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date of this Declaration there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. EACH OWNER ACKNOWLEDGES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ITS LOT/UNIT, ANY COMMON ELEMENT WALL(S) LOCATED WITHIN ITS LOT/UNIT, OR IN ANY OTHER PORTION OF THE COMMUNITY. The provisions of this paragraph will be binding upon the Owners to the fullest extent permitted by applicable law, as may be in effect from time to time.
- (e) *Inspection by Others, Waiver of Post Inspection Liability.* It is hereby expressly understood and agreed by Declarant and by any Owner acquiring a Lot/Unit that Declarant relies upon governmental inspectors and other qualified subcontractors and tradesman to inspect the construction of the Unit and the Common Elements in order to verify compliance with construction

plans and with any and all building code requirements applicable to residential construction. Declarant and each Owner further expressly understand and agree that, with respect to the Units and the Common Elements, upon compliance with the inspections required by the local building department and the issuance of a certificate of occupancy by the responsible government agency, Declarant will be deemed to have used its best efforts to construct such Units and Common Elements in substantial compliance with the construction plans and all applicable building code requirements. EXCEPT AS OTHERWISE MAY BE PROVIDED IN A PURCHASE AND SALE OR OTHER AGREEMENT BETWEEN DECLARANT AND AN OWNER, EACH OWNER, BY ACQUIRING AN OWNERSHIP INTEREST, HEREBY KNOWINGLY AND WILLINGLY WAIVES AS AGAINST DECLARANT AND ITS AFFILIATES ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION, AND ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES THAT HAVE BEEN OR MAY BE INCURRED IN ASSOCIATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXEMPLARY DAMAGES, WHICH ARISE FROM OR ARE RELATED TO ANY NONCOMPLIANCE OF THE LOTS/UNITS OR THE COMMON ELEMENTS WITH CONSTRUCTION PLANS OR BUILDING CODE REQUIREMENTS, WHICH NONCOMPLIANCE IS NEITHER SUBSTANTIAL NOR MATERIAL IN NATURE AND WHICH NONCOMPLIANCE IS DISCOVERED AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR, RESPECTIVELY, SUCH UNITS OR COMMON ELEMENTS; AND ANY SUCH NONCOMPLIANCE WILL BE DEEMED UNINTENTIONAL WITH RESPECT TO DECLARANT. TO THE EXTENT THAT ANY SUBSTANTIAL OR MATERIAL NONCOMPLIANCE WITH APPLICABLE BUILDING CODES OR WITH THE CONSTRUCTION PLANS IS DISCOVERED WITH REGARD TO ANY UNIT OR THE COMMON ELEMENTS, THE PROVISIONS OF THIS ARTICLE 12 WILL GOVERN SUCH MATTER. THE PROVISIONS OF THIS SECTION 12.1(e) WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.2 Testing for Construction Defects.

- (a) The Association will not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit, Lot or Common Element without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board of Directors will rely on the opinions and/or the conclusions of a qualified expert (e.g., a structural engineer); even in the event such evidence or conditions exist, the Association will not be obligated to authorize or undertake such testing.

- (b) In determining whether to authorize such testing, the Board of Directors will be governed by the following considerations:
 - a. Whether the Association's position is strong enough to justify taking any other or further action;
 - b. Whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; and
 - c. Whether it is in the Association's best interests, based upon hardship, expense, inconvenience or other reasonable criteria to pursue the matter further.
- (c) Notwithstanding the foregoing, under no circumstance with the Association authorize such testing as is contemplated under Section 12.2(a) unless the nature of the suspected defect is such that:
 - a. It poses a significant risk to life, health, safety or personal property; and
 - b. It threatens or affects the structural integrity, functionality or performance of the Property (or a portion thereof) for its intended use.
- (d) In the event that the Board of Directors undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction will be entitled to notice of the alleged defect, access to the area of the alleged defect and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction will also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.
- (e) In the event that testing discloses any defects, Declarant and others responsible for construction will be given a reasonable amount of time, based on the nature and extent of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board of Directors will have the right, but not the obligation, to proceed with a "Claim" pursuant to this Article. In determining whether to proceed with such a Claim, the Board will be governed by the same standards as set forth in Section 12.7 below.

12.3 Consensus for Association Litigation. Except as provided in this Section 12.3, the Association will not commence a judicial or administrative proceeding, including, without limitation, any proceeding required under Section 12.6 below, without (a) the approval of the Owners to which at least 67% of the votes in the Association are allocated; and (b) the affirmative vote of Declarant so long as Declarant owns any Lot/Unit. This Section 12.3 will not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws, the Rules, the Design Guidelines or the Construction Guidelines (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges on ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 12.3 will not be amended unless such amendment is approved by at least 67% of the votes in the

Association and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association of any Owner's commencing any judicial or administrative proceeding which arises out of an alleged defect of any Common Element, Lot or Unit, Declarant and others responsible for the construction will have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of the Common Elements, Lots or Units, including any improvement as to which a defect is alleged. In addition, the Association or the Owner will notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.4 Alternative Method for Resolving Disputes. In accordance with and in furtherance of Section 124 of the Act, Declarant; the Association, its officers, directors, and committee members; any Owner; all persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.4 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.5 of this Declaration (each, a "Claim"), to the procedures set forth in Section 12.6 of this Declaration.

12.5 Claims. Unless specifically exempted below, all Claims arising out of or related to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of the Units, the Common Elements or the Lots (including, without limitation any soils related issues) will be subject to the provisions of Section 12.6 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following will not be Claims and will not be subject to the provisions of Section 12.6 of this Declaration:

- (a) Any suit by the Association against any Bound Party to enforce the provisions of Article 10 (Assessments);
- (b) Any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 3 (General Provisions and Restrictions Applicable to the Community); and
- (c) Any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.6.

12.6 Mandatory Procedures.

- (a) *Notice.* Any Bound Party having a Claim (“Claimant”) against any other Bound Party (“Respondent”) (Claimant and Respondent are hereinafter referred to individually, as a “Party”, or collectively as the “Parties”) will notify each Respondent in writing (the “Notice”), stating plainly and concisely (i) the nature of the Claim including the persons involved and Respondent’s role in the Claim; (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.
- (b) *Negotiation and Mediation.*
- a. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in negotiation.
 - b. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties)(“Termination of Negotiations”), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties cannot agree then as designated jointly by each of the Parties’ desired mediation service, and providing dispute resolution services in the Garfield County, Colorado area.
 - c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however*, that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.
 - d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.
 - e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand (“Settlement Demand”) to Respondent, and Respondent will make a final written settlement offer (“Settlement Offer”) to Claimant. If Claimant fails to make a Settlement Demand, Claimant’s original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a “zero” or “take nothing” Settlement Offer.

(c) *Final and Binding Arbitration.*

a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however*, that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.

b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims.*

- a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances will either Party be entitled to recover its attorneys' fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES (EXCEPT AS SPECIFICALLY PROVIDED UNDER SECTION 123 OF THE ACT) IN CONNECTION WITH THE ARBITRATION OF A DISPUTE UNDER THIS SECTION 12.6(d).
- b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.

- (e) *Limitation on Damages.* No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees (except as specifically

provided under Section 123 of the Act), special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.

- (f) *Multiple Party Claims.* Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identical; and (ii) arbitrate multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.
- (g) *Enforcement of Resolution.* If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to

commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILITY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

- (a) *Sanctions and Self-Help.* Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, the Rules or the CCIOA Policies, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (H) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act, reasonably incurred by it in such action.
- (b) *No Waiver.* In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

12.9 Procedures for Addressing Disputes arising Between the Association and Owners. The provisions of this Article 12 contain the Association's responsible governance policy regarding the procedures for addressing disputes arising between the Association and Owners as required under Section 209.5(1)(VIII) of the Act.

ARTICLE 13
General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Owners holding at least eighty percent (80%) of the votes in the

Association, and (ii) the holders of all first mortgages on Lots/Units. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended pursuant to Section 38-33.3-217 of the Act. Under the Act, the Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances, including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Act also provides that the Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Furthermore, Section 38-33.3-217(4) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act (e.g., permitted Declarant and Association amendments), no amendment may (i) increase the number of Lots/Units, or (ii) change the boundaries of any Lot/Unit or the Allocated Interests of a Lot/Unit in the absence of a vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots/Units not owned by Declarant. No consent of any mortgage or trust deed holder shall be required to accomplish any such amendments.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat" and shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Lot/Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both.

Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Lot/Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act. In the event that any of the terms and conditions of this Declaration are determined to be inconsistent with the Act, the Act shall control.

13.8 Conflicts between Documents.

- (a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.
- (b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.10. Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.11. Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.12 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.13 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for

Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.14 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.15 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of any Lots/Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Lot/Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration for 3381 South Grand the day and year first above written.

DECLARANT

By: _____

Print Name: _____

Its: _____

BYLAWS
OF
3381 SOUTH GRAND HOMEOWNERS ASSOCIATION,
a Colorado nonprofit corporation

Adopted _____

**BYLAWS
OF
3381 SOUTH GRAND HOMEOWNERS ASSOCIATION**

The name of the corporation shall be the 3381 South Grand Homeowners Association, a Colorado nonprofit corporation (the “**Association**”).

ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS

Section 1.1 Purposes. The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the “**Nonprofit Act**”) and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. (the “**Act**”), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Declaration for 3381 South Grand Homeowners Association, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended or supplemented from time to time (the “**Declaration**”); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2 Assent. All present or future Owners, Occupants, or any other Persons using the facilities of the Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any Unit in the Project, or the mere act of occupancy of any Unit shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2. MEMBERSHIP

Section 2.1 Membership. Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Responsibilities of Owners. Each membership is appurtenant to the fee simple title to a Unit. Any Person, including Declarant, upon becoming an Owner, shall automatically become a member of the Association and be subject to these Bylaws. Membership shall terminate without any formal Association action whenever such Person ceases to own a Unit, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under these Bylaws, or in any way connected with the Association arising during the period of such ownership, and shall not impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Following a termination of the Project, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Project pursuant to the Act.

Section 2.3 Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card is transferred and membership terminates.

Section 2.4 Voting Rights. Each Owner and Declarant shall be entitled to vote with respect to any Unit owned by it. There is one (1) vote per Unit. Cumulative voting shall not be allowed in the election of the Board of Directors or for any other purpose. The Association shall not have a vote with respect to any Unit which may be owned by it. Percentages of Owners or of votes stated in the Governing Documents shall be deemed to mean the stated percentage of the number of total votes required to be cast in order to satisfy quorum requirements or, if expressly required, the Total Voting Power.

Section 2.5 Designated Person and Registered Address. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity, or entities shall, by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person to represent the Owner(s) of the Unit (the “**Designated Representative**”). Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the authority to make decisions and take actions relating to the Unit and to membership in the Association including, without limitation, the power to cast votes on behalf of the Owners as a member of the Association and serve on the Board of Directors if elected. The Designated Representative shall be the person to whom all notices and deliveries under the Governing Documents are addressed. There shall be a single registered mailing address associated with each Unit. The Owner, or the Designated Representative of the Owners of a Unit, shall furnish such registered address to the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by the individual Owner or the Designated Representative, as applicable. If no address is registered, then any notice shall be deemed duly given if delivered to the Unit.

ARTICLE 3. MEETINGS OF OWNERS

Section 3.1 Place of Meeting. Meetings of the Owners shall be held at such place, within or without the State of Colorado, as the Board of Directors may determine. All or some of the Owners may participate in a meeting by means of a conference telephone, electronic conferencing or similar communications equipment by which all Persons participating in the meeting can hear each other or read the words of each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.2 Annual Meeting. Regular meetings of Owners shall be held annually. The first annual meeting of the Owners shall be held within one (1) year after the date of the

adoption of these Bylaws. Thereafter, the annual meetings shall each be held on a date and at a time selected by the Board of Directors each year. The purpose of the annual meetings is to (i) propose and/or review the Budget; (ii) after the Period of Declarant Control, to elect the members of the Board of Directors; and (iii) to transact such other Association business as may properly come before the Owners at the meeting.

Section 3.3 Special Meetings. Calls for special meetings of the Owners may be made (i) by the president of the Association, (ii) by a majority of the Board of Directors, or (iii) by written instrument signed by Owners representing twenty percent (20%) of the Total Voting Power.

Section 3.4 Notice of Meetings. Written notice of each meeting shall be delivered to the registered address of each Owner entitled to be represented by a vote not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the Persons calling the meeting as provided under these Bylaws. Such notice shall state (i) basic meeting information such as the place, day, and hour of the meeting and (ii) the items on the agenda for the meeting, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposal to remove an officer or member of the Board of Directors, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. No action shall be adopted at a meeting except as stated in the notice.

Attendance at any meeting by a member shall constitute a waiver of notice by that member, except where a member attends the meeting for the expressed purpose of objecting that the meeting was not lawfully called or convened. If electronic means are available, the Association shall provide notice of all regular and special meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses, as soon as possible but in all cases, at least twenty four (24) hours before such meetings. In addition to the requirements contained hereinabove and in addition to any electronic posting or electronic mail notices, the notice of any meeting shall be physically posted in a conspicuous place at the Project, to the extent that such posting is feasible and practicable.

Section 3.5 Meeting to Approve Annual Budget. The Budget shall be adopted annually in accordance with the Declaration and the applicable provisions of the Act.

Section 3.6 Adjourned Meetings. If any meeting of the Owners cannot be organized because a quorum, as defined below, is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise. A form of proxy may be distributed to each Owner to afford the Owner(s) of such Unit the opportunity to cast the vote allocated to such Unit in absentia at a meeting of Owners of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below and includes the name or names

of the person(s) to whom the proxy is given and who expect to be in attendance in person at the meeting for the purpose of casting the vote to reflect the absent Owners' vote.

Section 3.8 Multiple Owners

-Proxy. If title to a Unit is held by more than one Person, and if only one of such multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners of a Unit are present, in person or by proxy, and there is no Designated Representative as required under Section 2.5, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners, which majority agreement may be assumed for all purposes if any one of the multiple Owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If such protest is made, the vote allocated to the Unit may only be cast by written instrument executed by all Owners who are present at the meeting.

Section 3.9 Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Owners possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power shall constitute a quorum, and such Owners present in person or by proxy shall constitute the Owners entitled to vote upon any issue presented at a meeting at which a quorum is present.

Section 3.10 Voting. Except as otherwise required by the Declaration, the Act or by these Bylaws, the votes of Owners who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Owners shall decide any question under consideration, and shall constitute the act of and be binding upon the Association. Notwithstanding the foregoing, the following matters require approval or rejection by a percentage of the Total Voting Power, rather than by those present at a meeting where quorum requirements have been satisfied, as further specified in the Governing Documents: (a) the Budget, (b) certain amendments of the Governing Documents, (c) termination of the condominium regime, (d) conveyance or encumbrance of Common Elements, (e) extension of the term of the Declaration, excepting any automatic extensions thereof, (f) removal of any member of the Board of Directors or (g) the determination not to repair or replace any portion of the Project for which insurance coverage is required under the Declaration. At the discretion of the Board of Directors or upon the request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote upon any matter for which Owners are entitled to vote shall be by secret ballot. In such event, ballots shall be counted by a neutral third party or by a committee of volunteers, who shall be Owners selected or appointed at an open meeting by the person presiding over the Board of Directors for that portion of the meeting but shall not be a member of the Board of Directors and, in the case of a contested election for a Board position, shall not be a candidate. The results of a vote taken by secret ballot shall be reported without reference to names, addresses or other identifying information of Owners participating in such vote.

Section 3.11 Waiver of Meeting and Consent to Action. Whenever the vote of Owners at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, an annual

meeting or a vote on ratification of the Budget) the meeting and vote of Owners may be dispensed with and the action in question may be approved if (a) notice of the proposed action is given to all Owners eligible to vote, and (b) a sufficient number of Owners eligible to vote concerning such matter consent in writing to dispense with the meeting and consent in writing to the action in question. A sufficient number is at least the number required to satisfy the voting power that would be necessary to approve the action at a meeting.

Section 3.12 Action by Written Ballot. Any action that may be taken at any annual or special meeting of Owners (including, without limitation, an annual meeting or ratification of the Budget) may be taken without a meeting and through voting by written (including electronic) correspondence, if the following requirements are met:

(a) a written ballot is distributed to every Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;

(b) the solicitation for votes by written ballot (i) indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the quorum provisions do not apply to the proposed action, as further set forth in Section 3.10 above, specifies the same); (ii) states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Directors (or, if the proposed action is ratification of the Budget pursuant to Section 3.5 above, states that the Budget will be ratified unless rejected by a Majority of Owners; (iii) specifies the time by which a ballot must be received by the Association in order to be counted; and (iv) is accompanied by written information (including, if applicable, a summary of any proposed Budget) sufficient to permit each Person casting such ballot to reach an informed decision on the matter; and

(c) the number of votes cast by written ballot in favor or against the proposed action equals or exceeds the number of votes in favor or against that would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot delivered to the Association pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Owners and may be described as such in any document.

Section 3.13 Meetings of Owners. All Meetings of Owners and Designated Representatives shall be open to every Owner and Designated Representative and all Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board of Directors votes on an issue under discussion.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, initially composed of three (3) natural person(s). At the first

meeting of the Association after the Period of Declarant Control, at least three (3), and in any event an odd number of Owners, shall be elected to the Board of Directors by the Owners.

Section 4.2 Required Election of Owners. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created by Declarant to Owners other than Declarant, at least one (1) member and not fewer than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created by Declarant to Owners other than Declarant, not fewer than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than the termination of the Period of Declarant Control, the Owners shall elect all members of the Board of Directors, at least a majority of whom shall be Owners other than Declarant or Designated Representatives of Owners other than Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 4.3 Declarant Control of the Association. There shall be a Period of Declarant Control of the Association, during which Declarant, or Persons designated by Declarant, may appoint and remove the officers of the Association and members of the Board of Directors (subject to the requirements of Section 4.2 above). The Period of Declarant Control shall commence upon filing of the Articles of Incorporation and shall terminate as provided in the Declaration or in Section 4.2 above.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control. In that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

The names and addresses of the Persons who are to initially act in the capacity of the members of the Board of Directors until their successors are duly elected and qualified are as set forth in the organizational consent minutes of the Association, a copy of which has been placed in the Association's minute book.

Section 4.4 Election and Term of Office. Until the first annual meeting after the Period of Declarant Control terminates, the terms of members of the Board of Directors not appointed by Declarant shall, unless otherwise required by a resolution of the Board at the time of each such member's election, continue until and expire on the date of the first meeting of the Owners following termination of the Period of Declarant Control. At the first meeting of the Association after the Period of Declarant Control, the terms of all existing members of the Board of Directors shall be deemed to have expired, and an election shall be held for all members of the Board of Directors. The terms of the members of this initial Board of Directors elected by the Owners shall be staggered so that one (1) or more members shall be elected to serve a one (1) year term, one or more members shall be elected to serve a two (2) year term, and one or more members shall be elected to serve a three (3) year term. At the expiration of the initial term of office for each respective member of the Board of Directors, his or her successor shall be elected

to serve a term of three (3) years. Notwithstanding any provision in this Section 4.4 to the contrary, members of the Board of Directors may be elected by written consent or ballot pursuant to the conditions set forth in Sections 3.11 or 3.12 above. Each member of the Board of Directors shall hold office until the election and qualification of his or her successor, unless such a member is removed or otherwise vacates in accordance with these Bylaws. At any meeting at which one or more members of the Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5 Removal of Members of the Board of Directors. A regular or special meeting of Owners may be called for the purpose of considering the removal of any member of the Board of Directors. The Board of Directors shall designate by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws. Any one (1) or more of the members of the Board of Directors, other than a member appointed by Declarant, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of the voting power of the Owners present in person or represented by proxy and eligible to vote. Any member of the Board of Directors whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Board of Directors. If the entire Board of Directors is removed at once, an election by the Owners present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately held at the same meeting.

Section 4.6 Vacancies.

(a) During Period of Declarant Control. During the Period of Declarant Control, if a member of the Board of Directors dies or resigns, Declarant shall appoint a new member of the Board of Directors.

(b) After the Period of Declarant Control. After the Period of Declarant Control, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors). The term of the member of the Board of Directors so elected shall be coincident with the term of the replaced member of the Board of Directors.

Section 4.7 Quorum of the Board of Directors. A majority of the number of members of the Board of Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Directors in attendance where a quorum is present shall be an act of the Board of Directors.

Section 4.8 Place and Notice of the Board of Directors Meetings. Any regular or special meetings of the Board of Directors may be held at such place within or without the State of Colorado and upon such notice as the Board of Directors may prescribe. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Directors shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties

hereunder. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board of Directors may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.9 Powers and Duties. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Project, including (but not limited to) the powers and duties stated in the Declaration.

Section 4.10 Managing Agent. The Board of Directors may employ for the Association a Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize; provided, however, that the Board of Directors in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount of not less than fifty thousand dollars (\$50,000.00), or such higher amount as the Board of Directors may require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from the operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, to the Association. Any contract that the Board of Directors enters into with a Managing Agent shall provide that the contract is terminable for cause without penalty to the Association and shall be subject to renegotiation from time to time.

Section 4.11 Compensation of the Members of the Board of Directors. Except as provided in this Section 4.11., members of the Board of Directors shall not be paid any compensation for their services performed as members of the Board of Directors unless a resolution authorizing such remuneration shall have been adopted by the members of the Association.

Section 4.12 Board of Directors Meetings. All meetings of the Board of Directors, will be open to the Owners and Designated Representatives, and the Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board votes on an issue under discussion. Owners or Designated Representatives who are not members of the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a

majority of a quorum of the Board of Directors. Further, the Board of Directors may place reasonable time restrictions upon those persons speaking during the meeting. If requested, the Board of Directors shall allow a reasonable number of persons to speak on each side of an issue.

Section 4.13 Executive Sessions. Meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners, in the following situations:

(a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and

(f) review of or discussion relating to any written or oral communications from legal counsel.

Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Section 4.14 Conflict of Interest. If any contract, decision or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action regarding such issue. After making such declaration, the member shall not vote on the issue with respect to which there is a conflict, but may appoint another Owner to participate in the discussion and to vote on the issue. Any contract that is entered into in violation of this paragraph shall be void and unenforceable. This paragraph shall not be construed to invalidate any provision of the Declaration, these Bylaws or any other document that more strictly defines conflicts of interest or contains further limits on the participation of members of the Board of Directors who may have conflicts of interest.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The president must be a member of the Board of Directors.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 5.3 Term. The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7 Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 5.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the president by the Board of Directors. In addition, the president shall have all of the general powers and duties that are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration (in accordance with the

provisions of the Declaration) and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Directors and of the Owners; keep appropriate current records showing the Owners and Designated Representatives together with their addresses; and shall perform such other duties as may be required of the secretary by the Board of Directors.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the direction of the Board of Directors, cause an audit of the Association books to be made; and prepare the annual Budget and a statement of income and expenditures to be presented to the Owners at the regular annual meeting of Owners, and deliver a copy of each to the Owners. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in such segregated accounts or other investments, as the Board of Directors decides in accordance with the Rules and Regulations. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, by the Treasurer or another officer provided that the Board of Directors may adopt resolutions imposing limitations on the manner of withdrawal or requiring more than one signatory for certain types of withdrawals.

Section 5.9 Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Directors, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association. If appropriate, the Managing Agent or any officer of the Association may file an election under Section 528 of the Internal Revenue Code in any given year for the Association.

ARTICLE 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

Section 6.1 Actions Other than by or in the Right of the Association. The Association shall indemnify any Person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or

investigative (other than an action by or in the right of the Association) by reason of the fact that such Person is or was a member of the Board of Directors or officer, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner such Person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful; provided, however, no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable on the basis such Person derived an improper personal benefit unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.2 Actions by or in the Right of the Association. The Association shall indemnify any Person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such Person is or was a member of the Board of Directors or officer or is or was serving at the request of the Association in such capacity, against reasonable expenses incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3 Successful on the Merits. To the extent that a member of the Board of Directors or officer of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 or Section 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required. Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Section 6.3 of this Article 6, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of such Person is proper in the circumstances, because such Person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of those members of the Board of Directors who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Directors shall provide a copy of its written opinion to the Person seeking indemnification upon request.

Section 6.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Directors or officer who is a party to a proceeding in advance of final disposition of the proceeding if: a) such Person furnishes to the Association a written affirmation, executed personally or on such Person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; b) such Person furnishes to the Association a written agreement, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Directors but need not be accepted by a particular Board member or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6 No Limitation of Rights. The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Nonprofit Act.

Section 6.7 Directors and Officers Insurance. As and to the extent provided in the Declaration, the Association shall purchase and maintain insurance on behalf of any Person who is or was a member of the Board of Directors or an officer of the Association against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such Person against such liability under provisions of this Article.

ARTICLE 7. BYLAWS

Section 7.1 Amendments. These Bylaws may be amended by (i) a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or (ii) at any regular meeting of the Owners or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Owners present at the meeting in person or represented by proxy and eligible to vote. Any amendment shall be binding upon every Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Owners may thereafter only be amended at a regular or special meeting of the Owners. Notwithstanding the above, neither the Board nor the Owners shall have any power to amend the Bylaws in such a manner as to materially change the effect of the express provisions of the Declaration unless any standard for an amendment of such provisions in the Declaration is satisfied. No amendment shall serve to shorten the term of any member of the Board of Directors, or conflict with the Nonprofit Act or the Act or delete any provision which must be contained in these Bylaws under the terms of the Nonprofit Act or the Act, or conflict with the Articles of Incorporation of the Association.

Section 7.2 Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Association.

Section 7.3 Conflict between Documents. In the case of any conflict between or among the Governing Documents, the Declaration controls over the Articles of Incorporation, these Bylaws and the Rules and Regulations. The Articles of Incorporation control over these Bylaws and the Rules and Regulations. These Bylaws control over the Rules and Regulations.

ARTICLE 8. COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the committee and allowed by law, shall have the powers of the Board of Directors in the management and affairs and business of the Association, as described in the Declaration.

ARTICLE 9. INFORMATION, BOOKS AND RECORDS

Section 9.1 Statement of Unpaid Assessments. The Association shall provide statements of unpaid assessments in accordance with Section 33-33.3-316 of the Act, as described in the Declaration. The treasurer, a Managing Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute such statements. The amount of any fee for preparing such statements of unpaid Assessments and the time of payment shall be set forth in the Rules and Regulations. Any such fee that is not paid when due may be assessed as a default Assessment against the Unit for which the certificate or statement is furnished.

Section 9.2 Owner Education. The Association or a Managing Agent employed by the Association shall provide to the Owners, at least one time per year, free of charge, education regarding the general operations of the Association as well as the rights and responsibilities of Owners, the Association and the Board of Directors under Colorado law.

Section 9.3 Disclosure of Basic Information. The Association or its Managing Agent shall provide to the Owners, at least one time per year, a written notice stating: (a) the name of the Association; (b) the name of the Project; (c) the initial date of recording for the Declaration and its reception number or book and page; (d) the name of the Association's Managing Agent, if any; and (e) a valid physical address and telephone number for both the Association and the Managing Agent.

Section 9.4 Turnover of Declarant Control - Deliveries from Declarant to Association. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including without limitation the following items (to the extent they are in Declarant's possession or control):

(a) the original or a certified copy of the recorded Declaration and Map and any amendments thereto, the Articles of Incorporation, the Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for Association funds and financial statements, commencing on the date the Association first received funds and ending on the date the Period of Declarant Control ends. The financial statements shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting and shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for by or charged to the Association;

(c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, together with an inventory of such property (if any) and the Declarant shall convey all personal property itemized in the inventory to the Association by bill of sale;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured Persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;

(i) any written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Owners and First Mortgagees and their addresses and telephone, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party; and

(l) any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the Persons performing the numbers services,

Section 9.5 Disclosure of Financial Information To Owners by Association. Within ninety (90) days after the Association assumes control of the Board of Directors from the Declarant and within ninety (90) days following the end of each fiscal year thereafter, the Association or its Managing Agent shall make the following information available to the Owners

by: (1) a posting on an internet web page with accompanying notice of the web address via first class mail or electronic mail; (2) the maintenance of a literature table or binder at the Association's principal place of business; or (3) mail or personal delivery:

- (a) the date on which the fiscal year for the Association commences;
- (b) the Association's Budget for the current fiscal year;
- (c) a list, by Unit type, if applicable, of the Association's current Assessments, including both annual and special Assessments;
- (d) the Association's annual financial statements, which shall be prepared using generally accepted accounting principles or the cash or fax basis of accounting, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;
- (e) the results of any financial audit or review pursuant to Section 9.6 for the fiscal year immediately preceding the current annual disclosure;
- (f) a list of all Association insurance policies which states, with respect to each insurance company: names, policy limits, policy deductibles, additional named insureds and expiration dates of policies listed, including but not limited to, property, general liability, director and officer professional liability and fidelity policies;
- (g) the Association's Bylaws, Articles, and any Rules and Regulations adopted by the Board of Directors;
- (h) the minutes of the meetings of the Board of Directors and of the Owners for the fiscal year immediately preceding the current annual disclosure; and
- (i) the Association's responsible governance policies adopted pursuant to Section 38-33.3-209.5 of the Act.

Section 9.6 Audits. The cost of any audit or review shall be a Common Expense, except as provided in Section 9.4(b) regarding the audit provided as part of the turnover of Declarant Control of the Association. At the discretion of the Board of Directors or if required pursuant to the following paragraph, an audit by a certified public accountant utilizing generally accepted auditing standards, or a review using statements on standards for accounting and review services, shall be conducted by an independent and qualified Person selected by the Board of Directors. Such Person selected to conduct a review shall have at least a basic understanding of the principles of accounting pursuant to Section 38-33.3-303(4) of the Act. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

An audit shall be required if the Association has annual revenues or expenditures of at least two hundred and fifty thousand dollars (\$250,000.00) and the audit is requested by Owners of at least one-third (1/3) of the Units represented by the Association. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association. No later than thirty (30) days following completion, copies of any audit or review conducted pursuant to this Section 9.6 shall be made available to any Owner who requests a copy.

Section 9.7 Examination. All records maintained by the Association or the Managing Agent shall be available for examination and copying by any Owner or by any of their duly authorized representatives or requesting Eligible First Mortgagees, at the expense of the Person examining the records, during normal business hours and after reasonable notice or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request for such records. The Board of Directors may impose restrictions on the commercial or any other use of any list of Owners obtained pursuant to this Article 9 that is not directly related to Association business.

Section 9.8 Records. The Association shall keep the following records in written form or another form capable of conversion into written form within a reasonable time:

- (a) An account for each Unit, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;
- (b) financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-31 6(8) of the Act concerning statements of unpaid Assessments;
- (c) the Roster (as defined in Section 9.9) in a form that permits preparation of a list of the names and addresses of all Owners and Designated Representatives showing the number of votes to which each Owner is entitled;
- (d) The current operating Budget;
- (e) A record of insurance coverage provided for the benefit of Owners and the Association;
- (f) Tax returns for state and federal income taxation;
- (g) Minutes of proceedings of all meetings of the Owners, Board of Directors and its committees, records of all actions taken by the Owners or Board of Directors by written ballot or written consent in lieu of a meeting, records of all actions taken by committees of the Board of Directors and a record of all waivers of notices of meetings of the Owners, the Board of Directors or any committee of the Board of Directors;
- (h) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Directors, along with their exhibits and schedules, any covenants, the minutes of all meetings of the Owners and records of all action taken by Owners without a meeting for the past three (3) years, all written communications within the past three (3) years to Owners generally as Owners, a list of the names and business or home addresses of the current members of the Board of Directors and of the officers, the Association's most recent annual report, if any, and all financial audits and reviews conducted pursuant to Section 38-33. preceding three (3) years;

(i) Such records as may be necessary to comply with the requirements of Section 303(9) of the Act; and

(j) Such other records as the Board of Directors may determine from time to time are necessary or desirable. In the event that the Act is amended to alter the records requirements currently set forth in this Section, these Bylaws may be modified accordingly by the Board.

Section 9.9 Roster. The Association shall annually compile a roster of the name and address of each of the Owners and Designated Representatives and the number of votes that each Unit is entitled to (the “**Roster**”). The Association shall provide a copy of the Roster to any Owner upon receipt of a written request from such Owner; provided that the names and addresses of other Owners on the Roster shall only be provided if the written request (i) states the reason for the request; and (ii) the requesting Owner executes and delivers to the Association, a confidentiality agreement and affidavit (“**Confidentiality Agreement**”), in a form reasonably acceptable to the Association, stating that the names and addresses in the Roster will be used only for purposes reasonably related to the Owners’ interest in the Association. Each Owner who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster, will not use the Roster to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association and will not distribute a copy of the Roster or any portion thereof to any third party.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: “3381 South Grand Homeowners Association.”

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Association.

ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Owners and Occupants. Such Rules and Regulations may include (without limitation) a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, impose reasonable

restrictions upon the use and occupancy of any portion of the Project as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate. Each Owner agrees that all such Owners' ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by Occupants of such Owners' Unit. Each Person who comes within the Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1 Rights and Privileges of Members. No member shall have the right, without the prior approval of the Board of Directors, to exercise any of the powers or to perform any of the acts delegated to the Board of Directors by these Bylaws or the Declaration. Each member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the members by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2 Suspension of Rights. The Association shall have the right to suspend the rights and privileges of an Owner as a member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent, all as further described in the Declaration.

ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Project shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner and Occupant.

IN WITNESS WHEREOF, Declarant has executed these Bylaws Declaration the day and year first above written.

DECLARANT

Print Name:

Its:

[illegible]

Acknowledged, subscribed and sworn to me before me this ZZ day _____ of /_____/ , 2023 by
as _____ of _____, _____ LLC, a Colorado
limited liability
company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____

MAINTENANCE PLAN AND AGREEMENT

for

Multifamily Development

3381 South Grand

Glenwood Springs, Colorado 81601

PARCEL ID: 2185-091-00-008

Prepared For:

Ben West

1319 Walz Avenue Glenwood Springs, Colorado 81601

A. Introduction

As part of the Certification of Occupancy, the following maintenance plan has been prepared for the Multifamily Development located at 3381 South Grand Avenue, Glenwood Springs, Colorado.

B. Site Description and Drainage Pattern

The site is approximately 19,962 square feet +/- (0.458 acres). The lot was redeveloped with a residential duplex) at the north side of the property and 3 - 3- bedroom single family units (two attached, one standalone). In addition to the new structures, other site improvements include utilities, grading, drainage, stormwater infrastructure, asphalt driveway access, parking, concrete sidewalks, and landscaping.

The site drains to two (2) Advanced Drainage Systems (ADS) StormTech chamber ponds. The ponds were constructed to handle the WQCV, minor and major storm events, as well as provide freeboard. The lot drains to the ponds via sheet flow, concrete pans, swales, storm drain inlets, and piping systems.

C. Site BMP Maintenance

The following Best Management Practices (BMPs) shall be implemented to prolong the life of the storm water infrastructure and to assure that the drainage facilities are functioning properly. Below, is a list of BMPs that shall be implemented after construction of the site. Refer to the As-Built plan for locations of all drainage facilities.

1. Mowing, trimming, and weed control shall be performed on a regular basis throughout the growing season. Mowing shall keep the grass to a length of no longer than six inches. Trimmings shall be picked up and removed from the mowed area or a bagging system shall be used. A mulching lawnmower may also be used.
2. All drainage facilities shall be inspected for damages on an annual basis. If structures are damaged to a point that they cannot function properly, then the structure must be replaced.
3. Leaves and debris shall be removed from the roof gutter system in the spring, after snow melts and in the fall once the trees have lost their leaves to prevent clogging in the buried roof drain pipes. If storm water spills over the gutters, then there may be a clog in the gutter system. The roof eave and gutters shall be cleaned by using a brush system or a hose to flush out the debris. The downspouts may need to be jetted with a high-pressure water system to remove any clogged debris.
4. Yard inlets and drain basins will be reviewed in the spring and after major storm events for debris and cleaned as needed.
5. Swales should be kept mowed or raked smooth and must not be filled with dirt or debris.

6. Subsurface Advanced Drainage Systems (ADS) StormTech Stormwater Management Systems. The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices. Minimum inspection and maintenance requirements include the following:
- A. StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.
 - B. StormTech Chambers must be inspected bi-annually until an understanding of the site's characteristics is developed. The maintenance manager can then revise the inspection schedule based on experience or local requirements.
 - C. Closely manage sediment loads on drainage facilities to prevent high sediment concentrations from clogging the drainage systems, especially the inlet structures and Isolator Rows.
 - D. Runoff from areas with pollutants that have the potential to contaminate groundwater should not be treated in the dry well.
 - E. Inspect systems annually and after every storm exceeding 0.5 inches.
 - F. Periodically remove sediment and debris that accumulates in the systems and upstream drainage facilities.
 - G. Routinely evaluate the drain-down time of the systems to ensure the maximum time of 24 hours is not exceeded. If drain-down times are exceeding the maximum, drain the systems via pumping and clean out the percolation area (the percolation barrel may be jetted to remove sediment accumulated in perforations). Monitor the percolation rate as a preemptive measure to detect changes in performance. A continuing decline in drainage performance may warrant further maintenance of surrounding rock, foundation stone, and geotextile fabric. If slow drainage persists, the system or components may need to be replaced.
 - H. Dispose of sediment, debris/trash, and any other waste material removed from a dry well at suitable disposal sites and in compliance with local, state, and federal waste regulations.
 - I. For further inspection and maintenance procedures, refer to manufacturer step- by-step instructions found in the *Chamber System Design Manual* and on their website at <https://assets.ads-pipe.com/m/770e887b972da86f/original/SC-160LP-SC-310-SC-740-DC-780-StormTech-Design-Manual.pdf>

D. Proper Function of BMP's

The drainage facilities will need to be inspected quarterly as well as after large storm events to assure that they are accepting all flow directed to them and to assure that they are functioning properly. Any removed material shall be disposed of in location approved by the City, such as the landfill.

If the roof eaves, gutter system and drain pipes are functioning correctly, water will not back up in the gutters and overtop them. Storm water shall drain to the drainage swales, where the runoff will be conveyed to the drainage facilities.

The drainage swales will need to be inspected quarterly and after large storm events. Debris and rubbish will need to be removed from the swales to prevent clogging and maintain the capacity established in the drainage study. Storm water will be collected in drain inlets and pipes, then conveyed to the underground treatment systems, where the runoff will percolate into the soils.

If the underground systems are functioning properly, storm water will collect and percolate into the gravel filter material along the perimeter and bottom of the chambers. Water from a storm event should not be visible within 24 hours after a minor storm event. If water remains present after small/minor storm events, the percolation area may be need to be jetted and pumped to remove accumulated sediment. Removed material shall be disposed of in location approved by the City.

E. Record Keeping

The above BMP plan shall prolong the lifespan of the storm water drainage facilities. The operation and maintenance of the storm water facilities shall be in compliance with the City of Glenwood Springs. If the owner cannot perform the routine facility checks discussed above, then they shall hire someone that can perform the duties in order to comply with the City of Glenwood Springs Engineering standards. All inspections and any maintenance performed on the drainage facilities shall be recorded in inspection and maintenance logs and made readily available for review by the City upon their request.

Agreement by:

Owner Name: _____

Signature: _____

Section: 22 Township: 6 Range: 89 Subdivision: IDDINGS BUCHHOLZ SUBDIVISION Lot: 1 AS PER PLAT RECEPTION NO. 922781 19962 SQ FT



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Glenwood Springs Post Independent** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 945-8515**.

Notice ID: 8sliHkCj1HWvduFme16x | **Proof Updated: Oct. 31, 2023 at 02:54pm MDT**
Notice Name: 8CD09 Public Notice City Council

This is not an invoice. Below is an estimated price, and it is
subject to change. You will receive an invoice with the final
price upon invoice creation by the publisher.

FILER	FILING FOR
Ben West	Glenwood Springs Post
benwestrealtor@gmail.com	Independent
(970) 773-1313	

Columns Wide: 1	Ad Class: Legals
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11/01/2023: Other Notice	30.40
Affidavit Fee	4.00

Subtotal	\$34.40
Tax	\$0.00
Processing Fee	\$3.44
Total	\$37.84

PUBLIC NOTICE

Please take notice that the City of Glenwood Springs City Council will conduct a public hearing to consider an application for a Preliminary Plat for subdivision of the parcel at 3381 South Grand into four separately deeded parcels in the City of Glenwood Springs, Colorado associated with a proposed development of three townhomes to the existing property. The parcel is 0.46 acres and located in the CO Commercial Zone District. The legal description of 3381 South Grand is Section: 22 Township: 6 Range: 89 Subdivision: IDINGS BUCHHOLZ SUBDIVISION Lot: 1 AS PER PLAT RECEPTION NO. 922781 19962 SQ FT. The application is submitted by Benjamin West and the property is owned by Benjamin West. The public hearing will be held on November 16, 2023 at 6:00 pm in the Council Chambers, Glenwood Springs City Hall, 101 W 8th Street, Glenwood Springs, Colorado. Additional information on the application is available for review at the Community Development Department at City Hall, or by calling 970-384-6450.

The City of Glenwood Springs ensures meaningful access to City programs, services, and activities to comply with American Disabilities Act and reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids and services. To request these services, contact Bryana Starbuck, Public Information Officer, bryana.starbuck@cogs.us or 970-309-7521.

PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, NOVEMBER 1, 2023.



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Glenwood Springs Post Independent** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 945-8515**.

Notice ID: uPXjwUgL6zr2CPq69Xlo | **Proof Updated: Oct. 31, 2023 at 03:20pm MDT**
Notice Name: 8CD09 Public Notice City Council

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Ben West	Glenwood Springs Post
benwestrealtor@gmail.com	Independent
(970) 773-1313	

Columns Wide: 1	Ad Class: Legals
-----------------	------------------

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PUBLISHED IN THE GLENWOOD SPRINGS POST INDEPENDENT ON WEDNESDAY, NOVEMBER 8, 2023.

PROOF OF PUBLICATION
GLENWOOD SPRINGS POST INDEPENDENT

STATE OF COLORADO } SS
COUNTY OF GARFIELD }

See Proof on Next Page

I, Peter Baumann, do solemnly swear that I am Publisher of , says: The Glenwood Springs Post Independent, that the same weekly newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 8 Nov 2023 in the issue of said newspaper.

Total cost for publication: **\$37.84**

That said newspaper was regularly issued and circulated on those dates.



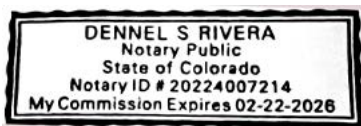
Publisher

Subscribed to and sworn to me this 8th day of November, 2023



Notary Public, Garfield County, Colorado

My commission expires: February, 22, 2026



Advertiser:
Swift Communications
200 Lindbergh Drive
Gypsum, CO 81637
970.777.3126

PUBLIC NOTICE

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**PUBLISHED IN THE GLENWOOD SPRINGS
POST INDEPENDENT ON WEDNESDAY,
NOVEMBER 8, 2023.**

A. Planning File 52-33 Preliminary Plat 3381 S Grand Avenue

Planner II Emery Ellingson presented Planning File #52-23 Preliminary Plat 3381 South Grand Avenue. Staff explained that Commission is recommending body and that City Council would make final decision for approval. Staff also explained River Commission would be considering the fisherman's easement at their November 1 meeting.

Commissioner questions included the following:

- If the preliminary plat actually was for five lots as opposed to four as indicated in the staff report
- Clarification about building envelopes and land in common ownership
- If the fisherman's easement were to be signed and general process of those easements
- If the existing duplex would be remodeled
- If parking in this area was an issue
- Clarification about preliminary plat process

Staff responses were:

- Would confirm if preliminary plat was creating four or five lots which would be corrected prior to City Council consideration of the preliminary plat
- Clarification that the lots shown were not the exact footprints of the building
- Information on process of fisherman's easement and explanation of how they work and that they are typically not signed
- Clarification on preliminary plat review and associated administrative review of the pending site and architectural plan.

No public comment was offered for the item.

Commissioner Cipperly Motioned to approve Planning file #52-33 Preliminary Plat with findings and conditions on pages 5 and 6 of the staff report. Seconded by Commissioner White. Motion passes unanimously (7-0).

Planning File #52-23

3381 S Grand Preliminary Plat

City Council

November 16, 2023



Planning File #52-23 Preliminary Plat 3381 S Grand

REQUEST	Consideration of application for preliminary plat to create four new lots at 3381 South Grand Avenue
APPLICANT	Benjamin West
LOCATION:	3381 South Grand Avenue (Parcel #2185-223-18-001)
ZONE	CO - Commercial
EXISTING USE	Residential, duplex
SURROUNDING LAND USES	North: Mixed use, residential and commercial unit. Municipal owned land (cemetery) South: Roaring Fork River East: Vacant property, residential West: Roaring Fork River
LOT SIZE	19,962 square feet



CITY OF
GLENWOOD
SPRINGS
COLORADO

Action Item Summary

Action 1:

To consider approval of Preliminary Plat application for subdivision of existing lot to create four new lots at 3381 South Grand Avenue.

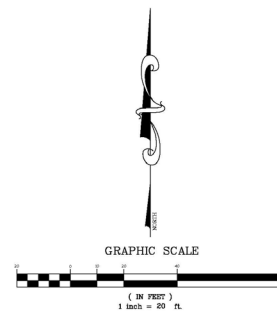
Staff Recommendation:

Staff recommends a recommendation for approval with the findings and conditions described in staff report.

City Council Actions:

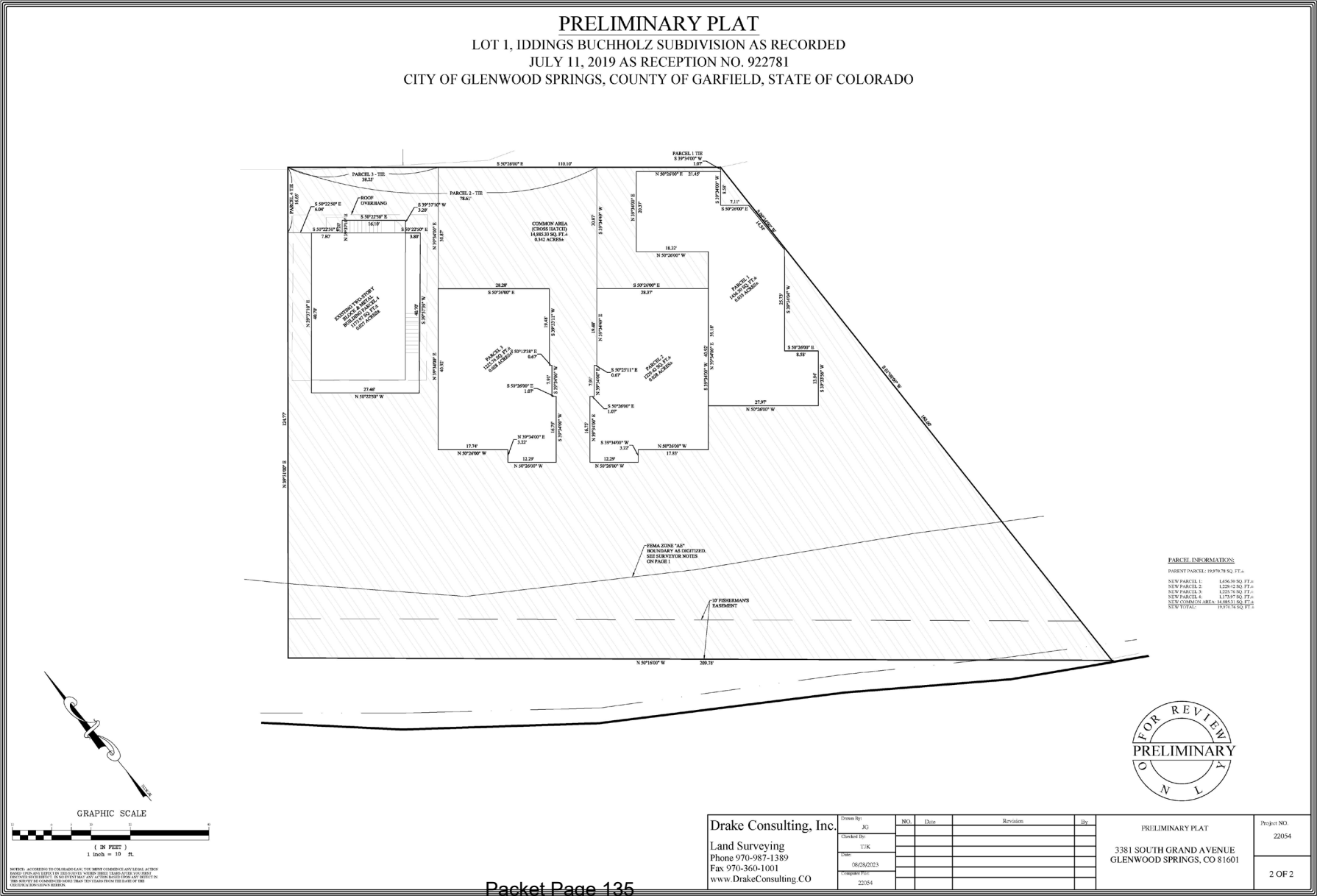
1. Approve recommendation for approval
2. Approve recommendation for approval with conditions
3. Deny recommendation for approval
4. Continue item to next regularly scheduled meeting



The logo for the City of Glenwood Springs, Colorado. It features a large, stylized white letter 'G' on a dark blue background. Below the 'G' are three white wavy lines representing water. Underneath the wavy lines, the words 'CITY OF' are written in a small, white, sans-serif font. Below that, 'GLENWOOD' and 'SPRINGS' are written in a large, white, sans-serif font, stacked on two lines. At the bottom, the word 'COLORADO' is written in a white, sans-serif font inside a white rounded rectangle.[illegible]

Project NO.	22054
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Proposed Preliminary Plat



Subdivision Procedures

MINOR SUBDIVISION (ADMINISTRATIVE)	PRELIMINARY/FINAL PLAT (PLANNING/ZONING & CITY COUNCIL)
Subdivision creating 3 or fewer lots or ten or fewer condominium units	Subdivision creating 4 or more lots
Condominiumizations within an existing building that do not include land dedication to City	Includes dedication of public right-of-way, public tracts, or public improvements not eligible for minor subdivision
Consolidations of lots, boundary adjustments, and corrections of errors on a approved final plat	



***Final Plats are approved administratively following Preliminary Plat approval.**



Preliminary Plat Criteria

Preliminary Plat application must adhere to the approval criteria outlined in Section 070.060.060(b)(3)(f)(4) of the Code, as follows:

PRELIMINARY PLAT CRITERIA	
✓	Is consistent with the Comprehensive Plan
✓	Will comply with applicable zoning district standards
✓	Will comply with the use, dimensional, design, and development standards in this Code
✓	Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets
✓	Provides evidence of public water and sewer system connections
✓	Identifies and adequately mitigates known natural hazard areas
✓	If applicable, proposes reasonable project phasing in terms of infrastructure capability

Preliminary Plat Criteria

1. Is consistent with the Comprehensive Plan

Proposed application is consistent with several goals of the Comprehensive Plan including following Policy/Action goals: 1.2 Encourage a compact urban form, 2.3 Support Social Diversity, 5.1 Increase Housing Density, 5.6 Provide diversity in housing types, 6.1 Direct growth to areas where utilities and services can be provided efficiently, 8.2C Continue to obtain access easements as opportunities arise along the Roaring Fork and Colorado Rivers for fishing access.

2. Will comply with applicable zoning district standards

Plat complies with applicable zoning district standards.

3. Will comply with the use, dimensional, design, and development standards in this Code

The plat will comply with use, dimensional, design, and development standards in this Code.

4. Provide a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets.

The plat provides layout designed to minimize disturbance to sensitive areas.



Variance Criteria Analysis

5. Provides evidence of public water and sewer system connections

The plat shows evidence of public water and sewer system connections to existing system lines within the public right-of-way on South Grand Avenue

6. Identifies and adequately mitigates known hazard areas

The plat identifies known natural hazard areas include FEMA flood zones

7. If applicable, proposes reasonable project phasing in terms of infrastructure capability

Not applicable. Existing infrastructure has capacity to serve this development





Reviewing Agencies

Following agencies submitted the comments below:

Public Works Department

- Public Works has provided comments to applicants to provide additional details to be added prior to Final Plat approval.

Engineering Department

- Engineering has provided comments to applicants to provide additional details to be added prior to Final Plat approval.

River Commission

- River Commission has recommended City Council accept proposed fisherman's easement as shown on Preliminary Plat

Public Comment

Applicant was required to hold a pre-application neighborhood meeting. Meeting notes and attendance are included in packet.

No additional public comment received.



Action 1:

To make recommendation to City Council to approve Preliminary Plat application for subdivision to create four new lots at 3381 South Grand Avenue.

Staff Recommendation:

Staff recommends approval to recommend approval to City Council with findings and conditions described in the staff report.

City Council Actions:

1. Approve recommendation for approval
2. Approve recommendation for approval with conditions
3. Deny recommendation for approval
4. Continue item to next regularly scheduled meeting

Alternative Motion Action 1:

Alternative motion for consideration of recommendation of approval to recommend denial.

Consideration of Action 1, I move to **RECOMMEND DENIAL** finding that the application-

1. Is **NOT** consistent with the Comprehensive Plan;
2. Will **NOT** comply with the applicable zoning district standards;
3. Will **NOT** comply with the use, dimensional, design, and development standards of the Code;
4. **DOES NOT** provide a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services designed to minimize the amount of disturbance to sensitive areas and/or community assets;
5. **DOES NOT** provide evidence of public water and sewer system connections;
6. **DOES NOT** identify and adequately mitigates known natural hazard areas;
7. If applicable, **DOES NOT** propose reasonable project phasing in terms of infrastructure capacity.





City Council STAFF REPORT City of Glenwood Springs November 16, 2023

Agenda Item:	Changes to Title 070 Regarding Allowed Uses, Minimum Lot Standards, and Density Bonus and Updates to the Community Housing Guidelines.
Action Requested:	Approval of changes to Title 070 of the Municipal Code, including 070.20, 070.30.020, 070.045.
Department:	Economic and Community Development
Presented By:	Watkins Fulk-Gray
Strategic Goals:	Protect and Preserve our Quality of Life
Background Info:	The code changes proposed here are a product of the Strategic Housing Plan Update, a process conducted in 2022 and 2023, with final adoption by City Council in July of this year. Public meetings for the Plan Update included: a two-session open house at the Community Center in February, a Planning & Zoning (P&Z)/City Council joint meeting in June, and City Council adoption of the Plan Update in July. A P&Z worksession on these specific code changes was also held in July, in which the P&Z requested that Staff perform more public outreach before bringing forth changes. Community Development staff conducted an online survey over four weeks in September that resulted in 559 responses. In October, the P&Z recommended approval of a version of these code changes very similar to the Staff recommendation. A grant the City received from the Department of Local Affairs for updating the Strategic Housing Plan requires that the City make a genuine effort to adopt at least one of 16 qualifying strategies after the culmination of the plan update; these recommendations constitute two qualifying strategies. Staff also recommends reviewing the staff report to the P&Z for the October 3rd meeting, which contains a great deal more information than this packet does, especially regarding explanations of the benefits of the proposed changes and the results of the community survey. That staff report has been included as an attachment. One correction to the 10/3/23 memo that Staff would like to note is that the survey found broad support for some version of a density bonus program, in contrast to a statement on page 11 that said respondents were not receptive to a density bonus. Staff has included several articles regarding single family zoning reform as requested by Council. Those articles are attached to this report. This is a small sampling of what has been published and is in no way representative of all the data or views.
Issues:	Three categories of code changes are proposed: an "upzoning" changing the allowed uses in the Rural Residential (RR), Low-Density Residential (RL), and Medium-Density Residential (RM1) zone districts; changes to minimum lot standards in the RR, RL, RM1, Residential Multi-Family Limited (RM2), Residential High-Density (RH), and Residential Transitional (RT) zone districts; and changes to the City's density bonus provisions. These changes will facilitate more density by allowing infill in existing neighborhoods through small residential projects and remodels, while the density bonus program aims to incentivize specific types of residential development of which the City would like to see more. <u>Upzoning</u> An upzoning is a zoning change that allows more density. The proposed changes would allow duplexes in every residential zone district and allow triplexes in the RM1 district when one of the units is deed restricted for affordability and resident occupancy. Currently, duplexes are not allowed in the RR district and are allowed only by Special Use Permit in the RL and RM1 zones. The provisions of the Sensitive Area Standards, which restrict or do not allow development on steep hillsides and other areas of natural hazards, would remain unchanged with the proposed code amendments. This means that if development of a single-family home is not possible because of the Sensitive Area Standards, the development of a duplex or triplex will also not be possible. Through gentle density and infill development of the City's existing neighborhoods, the proposed changes will make possible greater housing type diversity, give owners more development or redevelopment choices, and potentially allow a small increase to Glenwood's housing supply. The community has expressed concerns over large residential developments, but the proposed upzoning is a way to add housing through smaller projects. Reforming zoning codes that only allow single-family homes in some zone districts is also considered an emerging best practice around the nation.

Lot Standards

Lot standards refer to a set of requirements that determine whether subdivisions are possible and how many multifamily units are allowed on a given lot, based on the lot's zoning. The Staff recommendation is to modify several of the minimum lot sizes in the lot standards section, which is 070.020, by reducing minimum lot sizes for single-family homes in several residential zone districts and also reducing the minimum lot area for attached dwellings (multifamily dwellings) on a lot. For the RM2, RH, and RT's minimum lot standards for single-family homes, Staff proposes a reduction to minimums within the range of 3,000 to 4,000 square feet. It is Staff's intent to provide City Council more options for consideration in order for Council to assess the potential impacts of such a change and to let these minimum lot areas be up for discussion. Like the proposed upzoning, these changes will allow a gentle density increase so that more lots may subdivide and may qualify to build/redevelop as duplexes or other multifamily configurations. Lot size is an important determinant of affordability. Smaller lot sizes can promote housing affordability, while targeting infill locations that are more efficient for the City to provide services to. Staff also recommends modifying the definition of "multi-family development" to match that of "multifamily dwelling" for clarity and consistency in the Municipal Code.

Density Bonuses

The changes recommended to the City's existing density bonus program are aimed at providing specificity in the Code that was recommended by the 2023 Strategic Housing Plan Update and to more effectively target the type of residential development the City would like to see more of. The density bonus program is one method to provide "carrots rather than sticks" for residential development, which is something that has been requested by public comment and by citizen boards. Section 070.045.080 of the Municipal Code currently allows a density bonus of one unit (in residential zones) or one floor (in mixed-use zones) and, at the discretion of the reviewing body, allows theoretically unlimited flexibility for minimum lot size, building height, lot coverage, setbacks, landscaping, and other site design requirements. The changes proposed by Staff would maintain such potential flexibility for some types of residential development, would rein in the allowed flexibility for other types, and generally would be more targeted in what kinds of development are incentivized. The proposed changes would incentivize deed restricted development, ownership opportunities, and development in close proximity to transit.

The Staff recommendations are supported by the following goals in the 2023 Comprehensive Plan:

- Direct development to locations and building forms that are cost effective to serve
- Provide equitable and diverse housing for the entire community
- Increase housing density

The following policies and actions in the Comprehensive Plan also support the proposed changes:

- Promote transit oriented development
- Encourage a compact urban form
- Increase allowable unit densities in areas where supporting infrastructure is available
- Consider density or zoning bonuses to provide affordable and workforce housing
- Provide incentives for developers to build condos or townhouse units, including identifying and supporting condominiumization opportunities to increase homeownership
- Create a policy or program to preserve existing missing middle housing and explore ways to develop new missing middle housing

The recommendations are also supported by recommendations in the Strategic Housing Plan Update, recommendations from a housing consultant performing work for the West Mountain Regional Housing Coalition, strategies from the 2020-2025 Strategic Vision Plan, and they complement the City's commitment to the Proposition 123 program.

Staff recommends the following changes to Title 070 of the Municipal Code:

1. Allow duplexes as a use-by-right in the RR, RL, and RM1 zone districts
2. Allow triplexes as a use-by-right in the RM1 zone district when one of the units is deed restricted for affordability and resident occupancy
3. Modify lot standards in Section 070.020 according to the table "Summary of Dimensional Standards" in the draft ordinance
4. Modify the definition of "multi-family development" to match that of "multifamily dwelling."
5. Create new density bonus incentives by amending section II.K. of the Housing Guidelines in the following ways:
 - i. For projects more than three residential units but less than the threshold of applicability for the inclusionary zoning standards (10 units currently) that provide one deed restricted

unit affordable to households earning 100% AMI, the project should be automatically eligible for the following incentives:

- a. One free market bonus unit
 - b. Six additional feet in height
 - c. A 30% reduction in the numerical standards for lot coverage, setbacks, and landscaping
- ii. For projects more than three residential units but less than the threshold of applicability for the inclusionary zoning standards that provide one deed restricted unit affordable to households earning 60% AMI or two deed restricted units affordable to households earning 100% AMI, the project should be automatically eligible for the following incentives:
 - a. One bonus free market unit
 - b. 12 additional feet in height
 - c. Theoretically unlimited flexibility for design standards, minimum lot size, maximum lot coverage, setbacks, and landscaping. The flexibility shall be allowed at the discretion of the reviewing body. This is equivalent to the current requirements. Explicitly excluded shall be modifications to parking requirements and an increase greater than 12 feet in height.
- iii. For projects within 500 feet of a transit stop, the project should be automatically eligible for:
 - a. One free market bonus unit, with no site flexibility incentives.
 - b. For zone districts that do not have minimum lot standards, such as CO or M1, projects shall be eligible for a 30% reduction in the numerical standards for lot coverage, setbacks, and landscaping.
- iv. For projects more than three units that will offer 100% for-sale residential units, the project shall be automatically entitled to:
 - a. Two bonus units
 - b. An additional 12 feet in height and no other site flexibility incentives.
 - c. For zone districts that do not have minimum lot standards, such as CO or M1, projects shall be eligible for a 30% reduction in the numerical standards for lot coverage, setbacks, and landscaping.
- v. For projects that are subject to the inclusionary zoning standards (currently 10 units) that provide double the number of deed restricted units required by inclusionary zoning, the project should be automatically eligible for the following incentives:
 - a. Bonus free market unit or units equivalent to 10% of the project's total unit count. The 10% shall be rounded down if calculation yields less than 0.75.
 - b. 12 additional feet in height
 - c. Theoretically unlimited flexibility for design standards, minimum lot size, maximum lot coverage, setbacks, and landscaping. The flexibility shall be allowed at the discretion of the reviewing body. This is equivalent to the current requirements. Explicitly excluded shall be modifications to parking requirements and an increase greater than 12 feet in height.
- vi. A density bonus or site flexibility may only be offered when a development proposes deed restrictions that are not required, such as deed restrictions required by inclusionary zoning. The current standards state that a density bonus may be offered when a deed restricted unit is proposed, but specificity is warranted to ensure that incentives are properly placed.

These changes are detailed in Exhibit A to the draft resolution that is included as an attachment.

The P&Z's recommendation to City Council on October 3 is different from the current staff recommendation in the following ways:

- The P&Z recommended requiring one unit in duplexes in the RR, RL, and RM1 zones to be deed restricted for resident occupancy. Staff recommends allowing both units to be free market.
- The P&Z recommended requiring two units in triplexes in the RM1 zone to be deed restricted for resident occupancy. Staff recommends requiring one unit to be deed restricted for affordability and resident occupancy.

- The P&Z recommended that the change #3 to the density bonus program (the change regarding projects within 500 feet of a transit stop) be for developments of four to 10 units. Staff recommends allowing the incentives to be available for a residential project of any number of units.

A code amendment is a legislative decision by the City Council. Prior to approving a proposed Code amendment, City Council shall consider whether and to what extent the proposed amendment meets the following criteria. Staff analysis is in bold.

1. Is consistent with the Comprehensive Plan and other City policies;
The proposed changes are consistent with the Comprehensive Plan and supports several policies or actions described in the Comprehensive Plan.
2. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
The proposed changes to the Code's mitigation requirements do not conflict with the Municipal code.
3. Is necessary to address a demonstrated community need;
Housing is an important community need. According to the 2023 Strategic Housing Plan Update, Glenwood Springs faces a current shortage of approximately 1,300 dwelling units. The proposed changes would make development of new housing possible. Though the specific code changes do not mandate affordability, they incentivize affordability and will contribute to an environment that can produce greater affordability.
4. Is necessary to respond to substantial changes in conditions and/or policy; and
The 2023 Strategic Housing Plan Update found an overall shortfall of around 1,300 dwelling units, a condition that was most likely not present when the existing density limits and minimum lot sizes were created.
5. Is consistent with the general purpose and intent of this Code.
The proposed amendment is in line with the purpose and intent of the Code. Action Item and Staff Recommendation

Suggested Findings:

Staff recommends the following findings of fact for the proposed code amendments:

The proposed amendments are consistent with the Comprehensive Plan and other City policies;

1. The proposed amendments do not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
2. The proposed amendments are necessary to address a demonstrated community need;
3. The proposed amendments are necessary to respond to substantial changes in conditions and/or policy; and
4. The proposed amendments are consistent with the general purpose and intent of this Code.

Fiscal Impact:

Additional deed restricted units, which are intended to be incentivized by these changes, may incur additional staff time and time for the City's contracted administrator, Garfield County Housing Authority.

Legal Review:

Legal has drafted the attached ordinance and resolution.

Staff Recommendation:

The staff recommendation is listed under "Issues," and the differences between the staff recommendation and P&Z's recommendation are listed below that. Request any additional information needed for Council's decision. Staff has included two (2) Action Items for approval by City Council which include the following:
Ordinance 2023-17 Amending Title 070
Resolution 2023-39 Amending the Housing Guidelines to update the housing incentives.



Planning and Zoning Commission Report

Date: October 3, 2023
To: Planning and Zoning Commission
From: Watkins Fulk-Gray, Senior Planner
Subject: Planning Item 39-23

REQUEST	Discussion of code changes to Title 070 in regards to allowed uses in residential zone districts and changes to 070.45.080, Incentives for Residential Developments.
APPLICANT	City of Glenwood Springs
LOCATION	Citywide

ACTION ITEMS

Staff is proposing a set of text changes to Municipal Code, which is also referred to as a code amendment. The proposed changes are similar to what was presented to the P&Z for discussion only on July 25, 2023. For this action item, P&Z is asked to make a recommendation to City Council about whether and what to change. A finding of fact must be made for how a proposed text change meets certain criteria, which is outlined later in this report.

Background & Project Summary

The Strategic Housing Plan Update, which was adopted by City Council in June, contains several recommended changes to the City's density bonus allowance and the allowed density in some of the City's residential zone districts (which is known as an "upzoning"). Staff has brought these two items forward as code changes along with changes to minimum lot sizes. These changes will mark steps toward the implementation of the Strategic Housing Plan Update. In addition to the Plan Update, these changes are generally supported by the Comprehensive Plan, the City's 2020-2025 Strategic Vision, work performed for the West Mountain Regional Housing Coalition by a consultant, and supports the City's commitment to obtaining Proposition 123 funding.

Staff proposes allowing duplexes as a use-by-right in the RR, RL, and RM1 zone districts; allowing triplexes as a use-by-right in the RM1 zone with deed restrictions; modifying and adding specificity to the existing density bonus and site flexibility measures; and to change the dimensional standards for the City's residential zone districts to match the duplex/triplex allowances and to make additional changes to facilitate infill development.

The grant from the Department of Local Affairs that the City received for updating the Strategic Housing Plan requires that the City make a genuine effort to adopt at least one of 16 qualified strategies after the culmination of the plan update. The proposals contained in this memo constitute two qualifying strategies: "1) Density bonus program for housing needs, and 2) Middle multifamily (duplex, triplex, other) use by right in single family residential zoning districts."

Public Outreach

The proposed code changes contained in this memo are connected to the update of the Strategic Housing Plan. The Plan Update included a section of recommendations, two of which are the subjects of this proposed code change. The Plan Update, which was adopted in July, included public hearings before Planning & Zoning Commission and City Council as well as a February public open house attended by more than 60 people that displayed information about various tools to increase housing affordability, including density bonuses. Several comments were received at the open house that are relevant to this possible code change:

- New housing should be transit oriented and be integrated with multimodal transportation options
- Housing tools should prioritize incentives over restrictions and requirements: carrots, not sticks
- Infill and upzoning are useful approaches to encouraging more housing, especially given land constraints. Single-family homes can easily become duplexes, fourplexes, and have ADUs.
- There is some skepticism towards density and growth, as this creates additional traffic and crowding.
- A density bonus should be codified by the City and easy to understand.
- Integrating housing density with transit is important.
- There is a need to have higher affordability requirements for projects that receive density bonuses.

These comments are reflected in the Staff recommendations of this report.

To supplement this code change effort, Community Development created a community survey specific to this memo's topics. The survey was open for four weeks to both Glenwood residents and people that work in Glenwood, and received 559 responses, including 504 who reported being Glenwood residents. The survey respondents skewed heavily toward homeowners, English-speakers, and people who reported household income greater than 140% of area median income (AMI). This is not unusual for public outreach efforts, but Staff did strive for responses that align more closely with the city's actual demographics. The survey was intentionally an online effort offered in English and Spanish, rather than one that included public meetings, in order to be as convenient and inclusive as possible. The specific survey responses will be discussed in the sections of this memo that correspond to the questions.

Finally, Staff would like to acknowledge that the topics discussed in this memo are heavy. This report will examine aspects of the zoning code that may seem like details rather than broad topics. It can be difficult to explain how these topics are applied and how they relate to land use outcomes. However, allowable uses, lot standards, and density bonuses are important determinants of affordable housing.

Changes to Allowed Uses/Upzoning

Background

Currently, the RM1 and RL zones allow duplexes with a Special Use Permit, while the RR zone prohibits them. None of the Residential Medium Density (RM1), Residential Low Density (RL), and Rural Residential (RR) zones allow triplexes at all. Together, these three zone districts make up about 26% of the City's land area and, together with some Planned Unit Developments (PUDs), represent areas that are mostly single-family. The recommendations contained in the ensuing sections would make it so that no neighborhoods in Glenwood, other than certain PUDs, would

exclusively allow single-family homes. Allowing the free market to add density in these parts of the city would have benefits and potential negative consequences that will be explored in the ensuing sections.

Existing neighborhoods are already served by roads, sidewalks and bike lanes, schools, parks, and utilities. This infrastructure needs maintenance and therefore is an ongoing cost to the City. Greenfield development, meaning new development on raw land, requires new infrastructure, whereas redevelopment of existing neighborhoods typically needs no or very little new infrastructure. Redevelopment that increases density is generally more efficient and costs the City less. However, redevelopment of existing structures is also inherently more complicated than greenfield development and creates impacts to Glenwood's residents and neighborhoods. Like greenfield development, redevelopment often has temporary impacts that include additional traffic, noise, and dust. Since redevelopment occurs within already-established neighborhoods, the temporary impacts such as noise, dust, and construction parking impacts are usually noticed by neighbors, whereas greenfield development may have less immediate impact on existing neighborhoods. When redevelopment changes the design and appearance of existing homes or buildings, residents may also find that it changes neighborhood character (although all new redevelopment must meet the City's design standards).

Allowing duplexes in all residential zoning districts and triplexes in most, a change sometimes described as an "upzoning" that allows more density, would allow greater infill redevelopment opportunity in existing neighborhoods. This could be written to allow either free market duplexes/triplexes or duplexes/triplexes in which one or two of the units are deed restricted. Deed restrictions could either require resident occupancy or both resident occupancy with price restrictions. Requiring deed restrictions would be a less attractive proposition to builders and property owners and may result in fewer new units, though any units that were produced would be deed restricted. Allowing additional free market units would likely attract much more interest, lead to more housing units created, and increase property values more than allowing additional deed restricted units would. These considerations inform Staff's upzoning recommendations.

Recommendation for upzoning/changes to allowed uses:

Staff recommends allowing free market duplexes by-right in all zone districts in which single-family homes are allowed and allowing triplexes in more of the city. This means changing the code to allow duplexes in the RR zone and removing the requirement that duplexes receive Special Use Permits in the RL and RM1 zones. Staff recommends allowing triplexes in the RM1 zone by-right when the third unit of a triplex is deed restricted. These changes would bring benefits to the community, including allowing a greater diversity of housing, giving property owners more choices, and allowing modest increases to the housing supply. The community has expressed concerns over large residential developments, and the proposed upzoning is a way to add housing through smaller projects. These changes could be achieved through code changes, with no direct costs to taxpayers.

Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
Use Category	Districts →	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
RESIDENTIAL USES																		
Household Living	Dwelling, <u>live-work</u>						P	P	P	P	P	P	P	P			070.030.030(c)(2)	1 per dwelling unit
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)	1 per dwelling unit
	Dwelling, three-family	S	S	P	P	P	P	P	P	P	P	P				S		1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, two-family	P	P	P	P	P	P	P	P		P					S	070.030.030(c)(1)	1.5 per dwelling unit

Above: The portion of the Municipal Code showing allowed residential uses by zone district with proposed changes in red.

If directed to make the changes discussed in this memo, several associated changes to the Municipal Code will need to be made in order to implement the intent of these changes:

- Changes to the use chart (section 070.30.020(e)): A “dwelling, three-family” category will be created; duplexes will be listed as a permitted use in the use chart under the appropriate zone districts; triplexes will be listed as a permitted use in the use chart under the appropriate zone districts, with a footnote explaining that they are only allowed with a deed restriction for at least one of the units.
- Changes to Table 20.2: Summary of Residential Dimensional Standards. Revised minimum lot areas will be included under the applicable zone districts. New minimum lot standards for attached dwelling units will be established for the applicable zone districts. Minimum amounts of landscaped area will be established for the applicable zone districts.

These changes, if approved, will be shown specifically in exhibits to the ordinance that would be adopted by City Council.

Currently, duplexes are allowed by-right only in the RM2, RH, RT, and certain commercial zone districts, as well as with a Special Use Permit in the RL and RM1 zones. Triplexes are also allowed by-right in the RM2, RH, and RT zones, as well as the City’s commercial zone districts. Extending the potential of duplex creation in the rest of the City’s residential districts and greater possibility for triplex creation would allow either single-family homes or duplexes in all of the City’s residential zone districts and would allow triplexes into more neighborhoods than they are currently allowed. This would represent a greater diversity of housing options than is currently allowed, without allowing housing types that are vastly different than what is currently possible. Triplexes may fit into the urban fabric of predominantly single-family neighborhoods less than duplexes, though this can be mitigated with through design. Duplexes are often able to match the form of single-family home-predominant neighborhoods. This increased diversity of housing options can lead to benefits including more price points for buyers and renters and a more efficient use of space when there are large lots that could accommodate two or three units. Duplexes and triplexes also may allow

homeowners another option besides accessory dwelling units (ADUs) to create caretaker units for aging family members.

An upzoning allowing duplexes and triplexes would not spell the end of single-family home uses in Glenwood's neighborhoods. The recommended changes maintain single-family homes as a by-right use in all the City's residential zone districts, so property owners will have the option to build or maintain single-family homes as before. Allowing duplexes and triplexes in more zone districts gives property owners more choices about how to use their properties. If they choose to redevelop in a way that increases density, this represents an increase in the City's housing stock, potentially one that targets missing middle housing for middle-income families, that will not directly cost taxpayers anything. As such, the proposed upzoning is one tool among others the City is pursuing to create more housing and to create more affordable housing.

Limitations and risks to recommended upzoning

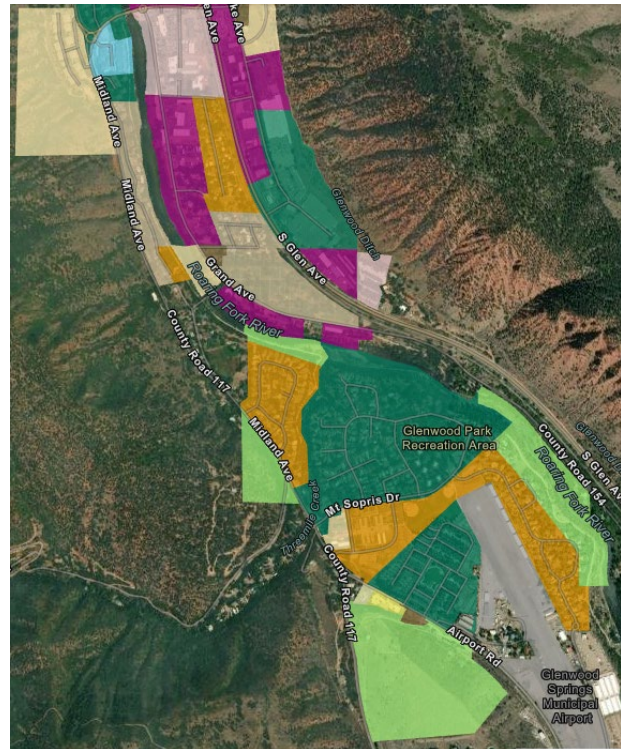
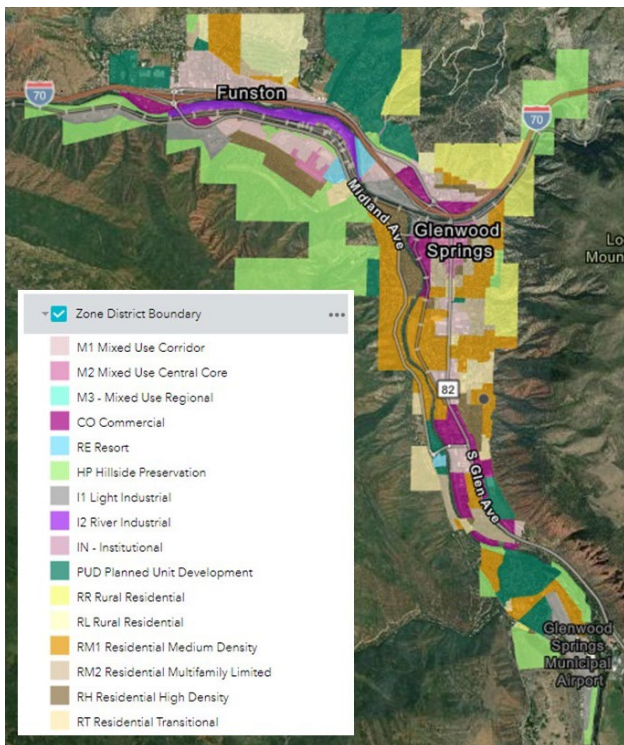
Not all residential lots would be eligible for increased density. Factors such as landscaping, common open space, and parking are three site elements that often must be upgraded to allow increased density. Duplexes require three off-street parking spaces and triplexes require six; not all lots have the space to fit six off-street parking spaces in addition to the triplex structure itself and associated site elements like a driveway and landscaping. The Staff recommendation includes requiring 20% of the lot on which a triplex is proposed to be landscaped. These and other zoning requirements mean that not all sites would have the capacity to be redeveloped for additional density.

There are possible negative consequences of the proposed upzoning. Allowing greater development and redevelopment potential may increase the risk of replacement of older structures with newer duplexes or triplexes, a topic discussed by the Housing Commission and Historic Preservation Commission and addressed later in this report. In some cases, such as with dilapidated housing stock that is owner-occupied, teardowns may improve housing quality and be a potential windfall for the owner. Teardowns which are renter-occupied will result in displacement of the renters. There is also a risk that valued non-landmarked historic homes may be demolished. The City does incentivize local landmarking for historic properties that would prohibit a teardown in most cases, but the landmarking process is voluntary on the part of the landowner. Teardowns and redevelopment generally also have the potential to change neighborhood character by changing the familiar facades and landscaping of existing homes. Home demolitions are of course allowed currently, and the City has not seen a significant number of teardowns in recent years. While it is difficult to predict with any certainty to what degree redevelopment will occur if the recommended changes are made, an upzoning could potentially make some of these outcomes more likely. The City's design requirements and downtown-specific design requirements require new development to meet the City's standards. While undesirable, the potential negative outcomes from redevelopment—teardowns of historic homes, displacement of renters in homes that are torn down, and changes in neighborhood character—may be outweighed by the fact that an estimated 38% of residents in Glenwood Springs are housing cost-burdened. The proposed changes could help to alleviate this problem.

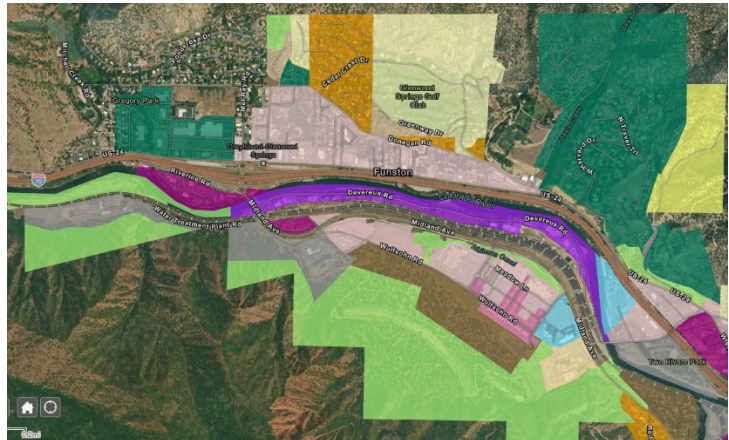
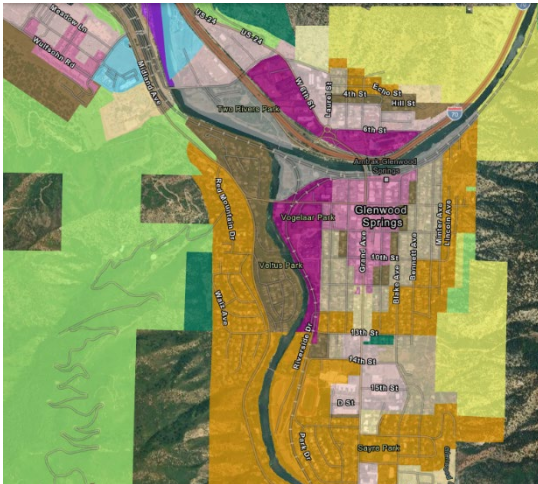
State and Municipal Examples of Upzoning

Upzonings that allow duplexes or more in all zoning districts, effectively ending the practice of allowing only single-family homes in certain neighborhoods, have precedent in many jurisdictions around the country. At least 13 states have legislation or are considering legislation to allow greater

density than single-family homes everywhere and preempt local zoning, and at least four states—California, Connecticut, Montana, and Oregon—have passed measures doing so. Colorado’s state house in 2023 considered Senate Bill 213, which considered requiring cities to allow a base level of density. It failed to pass, but is expected to return in some form in future legislative sessions. Many other cities, including Minneapolis, MN; Charlotte, NC; and Walla Walla, WA, and Austin, TX have reformed their zoning codes so that no zone district allows only single-family homes. While all of these places have made these changes relatively recently, Minneapolis’s zoning reforms, which were undertaken in 2018, appears to have not been accompanied by significant increases in new units. Glenwood Springs’s housing market may be more likely to take advantage of additional allowable density, but the factors discussed above such as parking, common open space, landscaping, and deed restrictions will still play a limiting role.



Above left: An overall map of the City’s zone districts. RR is in light yellow, RL is a pale yellow, and RM1 is a dark yellow or light brown. Above right: The zoning of Glenwood Springs’s southern neighborhoods.

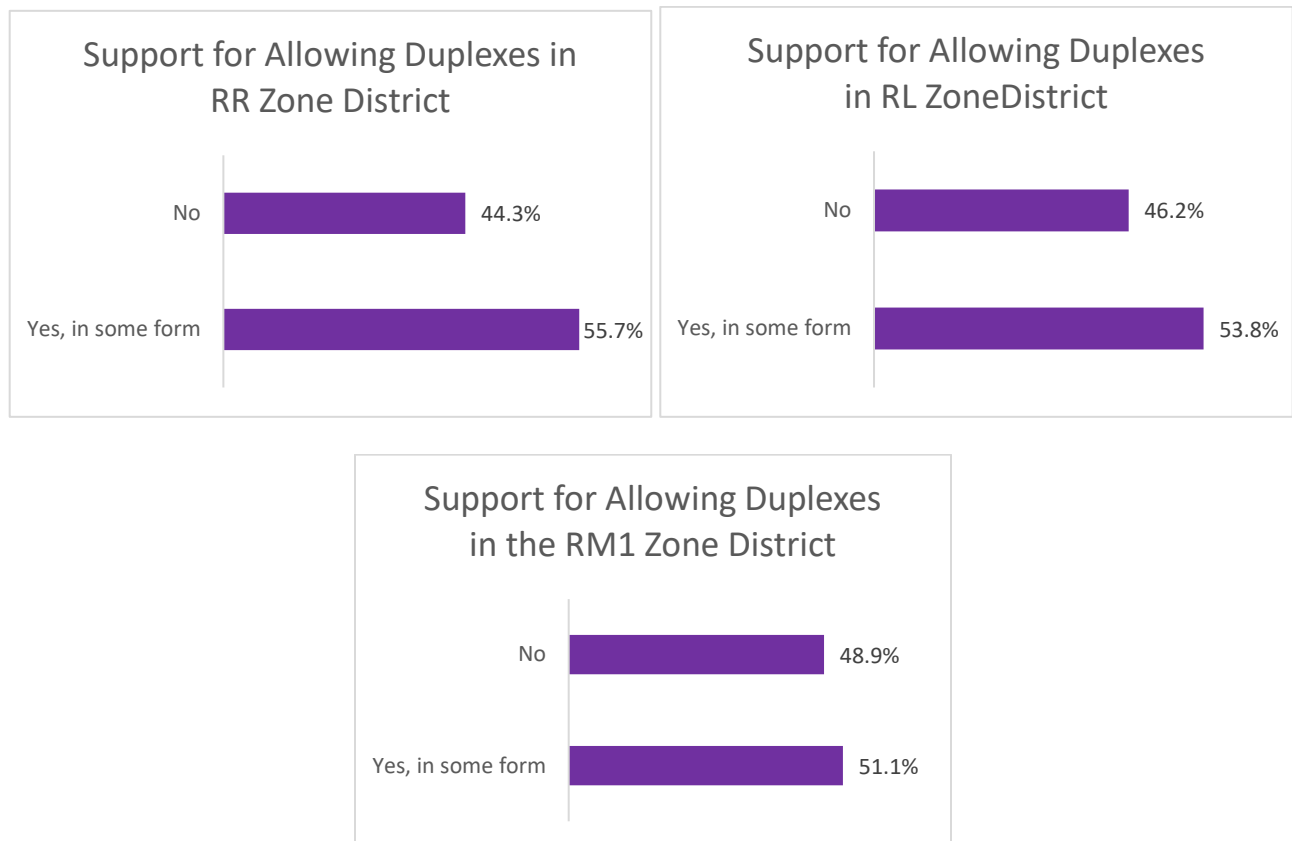


Above left: Zone districts in central Glenwood Springs. Right: West Glenwood zone districts. A public interactive map of the city's zoning is available at:

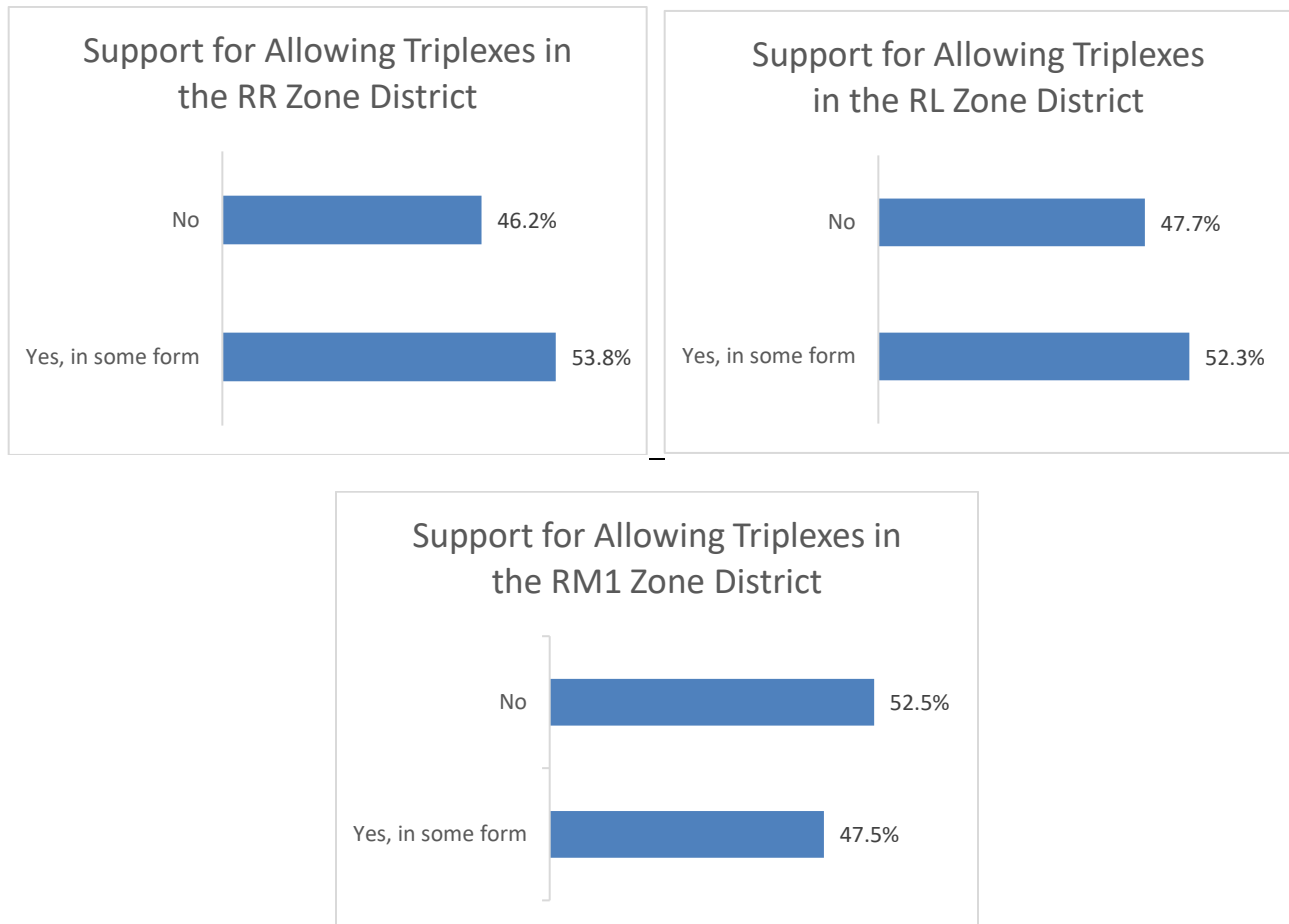
<https://gwsco.maps.arcgis.com/apps/webappviewer/index.html?id=4ddd04a3ec904da8a3bec0c357c7a7d4>

Survey results regarding upzoning

The City conducted an online survey from August 23 to September 20 asking residents for their feedback and measuring support for upzoning and changes to the density bonus program. Support for some type of allowance for duplex—either with the second unit as free market or deed restricted—outweighed responses not in favor of allowing duplexes. Support for allowing triplexes outweighed those opposed to allowing them in the RR and RL zone districts, but more people were opposed to allowing triplexes in the RM1 zone than people in favor of allowing triplexes.



Above: Results of the survey questions regarding support for allowing duplexes.



Above: Results of the survey questions regarding support for allowing triplexes.

Upzoning and connections to planning documents

Staff's upzoning recommendation is supported by the following planning documents:

- The Strategic Housing Plan Update recommends allowing up to a triplex on lots that are currently restricted to single-family homes in conjunction with deed restrictions. To place a check on the possibility that redevelopment could drive up housing costs, the Plan Update recommends that the second unit of duplexes and the second and third units of a triplex be allowed only with deed restrictions.
- Williford LLC, a consultant contracted to perform policy work for the West Mountain Regional Housing Coalition (WMRHC), created a draft document with recommended changes to the City's code after reviewing it from the lens of affordable housing. One recommendation was this:
 "... [W]e recommend allowing duplexes as a use by right in all residential zoning districts, and allowing townhomes and small multifamily development in the RM1 zoning district. These changes can be implemented alone to increase opportunities for housing supply overall, or they can be used as a density bonus for 100% community housing development. This strategy is in alignment with the direction to incorporate a

variety of housing types discussed in the Residential Site and Building Design section of the code.”

- Housing is an important goal stated in the Comprehensive Plan. These two goals relate closely to an upzoning:
 - Increase housing density
 - Provide diversity in housing type

The recommended upzoning would allow density to increase by providing a greater diversity of housing types.

- The 2020-2025 Strategic Vision Plan contains strategies nested within the goals of “Protect and preserve our quality of life” and “Generate sustainable economic development” that relate to these changes:
 - Develop affordable housing with strategic partners so more people who work in the city can live in the city.
 - Creation of diverse and inclusionary housing.

This upzoning proposal would allow the free market to increase the supply of housing, creating opportunities for employers to engage in this task. These recommendations would ensure at least the possibility of diverse and inclusionary housing.

Changes to minimum lot size

The minimum lot sizes set in section 070.020 of the Municipal Code are the smallest sizes into which lots can be subdivided. Lot size is one important determinant of affordability, so smaller lot sizes can promote affordability in housing. Smaller minimum lot sizes also promote infill development, a more efficient pattern of development for providing City services.

The code also provides minimum lot areas for attached units, such as duplexes and multifamily developments. The allowed density of multifamily development is usually expressed in a minimum area per attached dwelling unit; to determine a lot’s maximum number of dwelling units, the total lot area is divided by the minimum area per attached dwelling unit from code. These per-unit limits are therefore the prime determinant of allowable density.

Recommendation for minimum lot size changes

Staff proposes changing the minimum lot sizes for the RR, RM1, RM2, RH, and RT zone districts as shown in the table below.

Table 020.2: Summary of Residential Dimensional Standards						
	RR	RL	RM1	RM2	RH	RT
Lot Standards, Minimum						
Lot area	40,000-sf 20,000-sf	20,000-sf x	6,000-sf	—	—	—
Lot area, lots created prior to March 1, 1965	x	x	5,000-sf	x	x	x
Lot area, single-family detached	—	—	—	5,000 3,000-sf	4,500 3,000-sf	5,000-sf
Lot area, attached dwellings sharing common wall	x	x	7,500-sf 2,500-sf/unit	2,500 2,200-sf/unit	2,250 2,000-sf/unit	2,500 2,000-sf/unit
Landscaped area (for multifamily dwellings)	20 percent	20 percent	20 percent	20 percent	20 percent	20 percent

Above: Proposed dimensional changes to zone districts.

The recommendations as drafted will allow a modest density increase, allow more subdivisions of large lots, and promote smaller, likely more affordable, homes. As presented, duplexes will be allowed on all RR and RL lots with at least 6,000 square feet and triplexes will only be allowed on RM1-zoned lots that are at least 7,500 square feet. Subdivisions, under the proposed changes, would be allowed for smaller lots in the RM2, RH, and RR zones. This may facilitate a modest increase in density and allow smaller and more affordable homes.

Staff also recommends changing the definition of “multi-family development” in section 070.70.030. The definition currently reads “A structure or part thereof designed exclusively for occupancy by two or more families and commonly referred to as a duplex (two-family dwelling), triplex, fourplex, townhouse, or apartment house.” This clashes with the definition of “multifamily dwelling” in section 070.70.020, and relates to whether there is a minimum requirement for landscaped areas, as shown in the figure above. Staff recommends changing definition of “multi-family development” to match that of “multifamily dwelling.”

Lot standards and connections to planning documents

The draft recommendations prepared by Williford LLC as part of the work for the West Mountain Regional Housing Coalition (WMRHC) recommended reducing the minimum lot sizes for the RH, RM2, RM1, and RL zone districts. Staff has taken these recommendations for the RH and RM2 zone districts.

The proposed changes relate closely to the Comprehensive Plan goals “Increase housing density” and “Provide diversity in housing types.” All the proposed changes to lot standards will promote density.

The 2020-2025 Strategic Vision Plan contains the goal “Generate sustainable economic development” with a nested strategy that relates to the proposed changes to lot standards: “Creation of diverse and inclusionary housing.” The proposed changes will reduce a barrier to creating diverse housing types, like duplexes and multifamily. Allowing smaller lots will also promote housing that is affordable.

Changes to density bonuses

Over the course of many discussions with citizen boards and commissions, there have been comments requesting incentives, rather than requirements, for affordable housing. Density bonuses are a type of incentive that can encourage the types of development the city wants. Section 070.45.080 describes incentives, including a density bonus, for deed restricted housing by allowing up to one bonus dwelling unit in residential zone districts and an additional story in commercial zone districts. Current code language states that “the City may offer a density bonus” for projects with one or more deed restricted units, and the bonus unit may be a free market unit. Additional provisions for the density bonus are found in the Housing Guidelines, a supplemental document referred to in code that was adopted by resolution by City Council. This language states that “Developments proposed in Residential Zones shall be limited to one additional unit than the zoning would otherwise allow.” Staff believes, and the Strategic Housing Plan Update supports, that this incentive needs more specificity in order to be useful. The current density bonus language would benefit from refining what makes a project eligible for a density bonus and lacks clarity about how the bonus unit or units must be incorporated into the project. Naturally, bonus units must also allow more than what is allowed by zoning.

070.045.080 - Incentives for Residential Developments (Inclusionary Housing) Over One (1) Dwelling Unit.



Any residential or mixed-use development proposing to create one (1) or more residential dwelling units may be eligible for the following incentives when providing deed restricted community housing in the form of resident occupied community housing, for sale community housing and/or rental community housing that is deed restricted in accordance with the City's Community Housing Standards and Guidelines.

- (1) *Density Bonus.* As part of any new residential or mixed-use development, the City may offer a density bonus.
- (2) *Site Design Flexibility.* Provided that the housing goals and eligibility requirements are met and provided that the intents and purposes of this title are not compromised, the City may consider flexible application of design standards including, but not limited to minimum lot size, building height, lot coverage, impervious coverage, setbacks and landscaping.
- (3) *Public-Private Partnerships.* The City may participate in, or facilitate participation with other governmental entities regarding financing or purchasing of community housing units directly from the applicant or by other means of subsidy or participation.
- (4) *Tax Rebate or Reduction.* The City Council may at its sole discretion waive, reduce or rebate property, construction use, or other tax applicable to the project.

(Ord. No. [1-2021](#), § 2(Exh. A), 2-18-2021)

Above: Current code language with density bonus provision.

The concept of a density bonus is that in exchange for building something that the City wants, the developer can build an additional unit or units that would otherwise not be allowed by code. The possibilities proposed in the survey for what could unlock a density bonus included affordable units, the creation of ADA-compliant units, the creation of larger units suitable for families, and the creation of condominiumized units for ownership.

Survey results regarding density bonus

Responses to the survey were on the whole not receptive towards a density bonus, though a density bonus is already allowed by code. The survey offered types of developments that could unlock a density bonus projects, including:

- dwelling units large enough for families

- ADA-compliant units
- units available for purchase
- units deed-restricted for local employees
- dwelling units deed restricted for local employees and that are price-capped.

Of the options offered on the survey as eligible to unlock a density bonus, deed restricted housing was viewed most favorably. There was not much support for allowing more than one bonus unit.

Recommendation for changes to density bonus

Staff recommends providing further specificity to the existing density bonus and adding additional ways to unlock a density bonus. These six changes are outlined below:

1. For projects more than three residential units but less than the threshold of applicability for the inclusionary zoning standards (10 units currently) that provide one deed restricted unit affordable to households earning 100% AMI, the project should be automatically eligible for the following incentives:
 - One free market bonus unit
 - Six additional feet in height
 - A 30% reduction in the numerical standards for lot coverage, setbacks, and landscaping

This recommendation would specify that while a bonus unit is allowed for projects that provide a deed restricted unit, it is only available for projects more than three units but not when required to provide deed restricted units as part of the inclusionary zoning standards. It would also set limits on the flexibility provided. The flexibility available is intended to accommodate projects that would struggle dimensionally to incorporate the desired deed restricted unit and the bonus unit.

2. For projects more than three residential units but less than the threshold of applicability for the inclusionary zoning standards that provide one deed restricted unit affordable to households earning 60% AMI or two deed restricted units affordable to households earning 100% AMI, the project should be automatically eligible for the following incentives:
 - One bonus free market unit
 - 12 additional feet in height
 - Theoretically unlimited flexibility for design standards, minimum lot size, maximum lot coverage, setbacks, and landscaping. The flexibility shall be allowed at the discretion of the reviewing body. This is equivalent to the current requirements. Explicitly excluded shall be modifications to parking requirements and an increase greater than 12 feet in height.

This recommendation would provide a deeper bonus acknowledging a deeper commitment to housing affordability. The deeper flexibility is intended to accommodate projects that would struggle dimensionally to incorporate the desired deed restricted unit or units and the bonus unit.

3. For projects within 500 feet of a transit stop, the project should be automatically eligible for one free market bonus unit, with no site flexibility incentives. For zone districts that do not have minimum lot standards, such as CO or M1, projects shall be eligible for a 30% reduction in the numerical standards for lot coverage, setbacks, and landscaping.

Incentivizing projects that are in close proximity to transit can drive development toward places where there would be less need for owning a car and less impact to roadways and traffic. While far from a guarantee that residents will not own cars, this concept is known as “transit-oriented design” and is practiced in most cities in one way or another.

4. For projects more than three units that will offer 100% for-sale residential units, the project shall be automatically entitled to one bonus unit, with no site flexibility incentives. For zone districts that do not have minimum lot standards, such as CO or M1, projects shall be eligible for a 30% reduction in the numerical standards for lot coverage, setbacks, and landscaping.

These provisions would incentivize residential or mixed-use projects that offer homeownership opportunities. No flexibility measures are recommended for projects in zone districts with minimum lot standards because for-sale units may be a lesser priority than affordability, but still a desired product. Site flexibility is recommended for projects in zone districts without minimum lot standards because no bonus unit would be available in these zone districts.

5. For projects that are subject to the inclusionary zoning standards (currently 10 units) that provide double the number of deed restricted units required by inclusionary zoning, the project should be automatically eligible for the following incentives:
 - Bonus free market unit or units equivalent to 5% of the project’s total unit count. The 5% shall be rounded down if calculation yields less than 0.75.
 - 12 additional feet in height
 - Theoretically unlimited flexibility for design standards, minimum lot size, maximum lot coverage, setbacks, and landscaping. The flexibility shall be allowed at the discretion of the reviewing body. This is equivalent to the current requirements. Explicitly excluded shall be modifications to parking requirements and an increase greater than 12 feet in height.

This recommendation would acknowledge the deeper commitment to affordable housing with a generous bonus and site flexibility possibility.

6. The current standards state that a density bonus may be offered when a deed restricted unit is proposed. Staff believes the intent of this standard is to offer a density bonus when one is proposed that is not required (such as by inclusionary zoning), so Staff proposes to add clarifying language stating that projects providing a deed restricted unit or units that are not required to do so are eligible.

Differences between existing density bonus program and proposed

The proposals discussed above will provide important specificity in the application of a density bonus and incentivizes certain types of development. These types of developments or added specificity includes the following:

- Residential or mixed-use projects that include deed restricted units
- Projects offering deeper affordability
- Projects offering for-sale residential units
- Projects in close proximity to transit
- Specifying that while a bonus unit is allowed for projects that provide a deed restricted unit, it is only available for projects in which deed restricted units are not already required.

Density bonus and connections to planning documents

The Strategic Housing Plan Update contains recommendations for changes to how the City offers a density bonus. They are:

- Update code to define the affordability parameters required to receive a density bonus. Note that there may be various levels of affordability requirements.
- Consider a density bonus policy that applies to residential projects below the inclusionary housing ordinance.

The proposed changes do both of these things, defining the affordability parameters, creating a different tier of incentive for deeper affordability, and specifying that these incentives are available for projects that go beyond what is required by inclusionary zoning.

The draft recommendations prepared by Williford LLC as part of the work for the West Mountain Regional Housing Coalition (WMRHC) recommended:

- When density bonuses are available, grant them automatically
- Allow relaxed design standards so that density is less-constrained by the requirement that density match design of neighboring properties.

While not a substantive change, Staff has used these recommendations as an opportunity to clarify that the incentives will be automatically available for eligible projects.

The 2020-2025 Strategic Vision Plan contains strategies nested within the goals of “Protect and preserve our quality of life” and “Generate sustainable economic development” that relate to these changes:

- Develop affordable housing with strategic partners so more people who work in the city can live in the city.
- Creation of diverse and inclusionary housing.

This upzoning proposal would allow the free market to increase the supply of housing, creating opportunities for employers to engage in this task. These recommendations would ensure at least the possibility of diverse and inclusionary housing.

The City recently submitted a letter of intent to participate in Proposition 123, a statewide voter-initiated funding program for affordable housing. Access to this funding commits the City to creating a certain number of units affordable to households earning 60% AMI. While not all details about how programs under Proposition 123 will work are available yet, incentivizing units affordable at a 60% AMI level, as the proposed changes do, would help the City meet its commitment.

Reviewing Agency Comments

The Housing Commission at their July meeting discussed these potential code changes. Housing Commission believes an upzoning may be warranted, but expressed concern about losing some of the City’s historic single-family homes to redevelopment. Broad support, but not unanimous support, was held for allowing triplexes as a by-right permitted use in the RM1 zone and allowing duplexes by-right in the RR and RL zones. Methods of limiting the number of conversions from single-family homes to triplexes was also discussed.

Housing Commission believes that dwelling units with two or three bedrooms, condominiumized units, and ADA units are housing products that the City needs more of and which should be included as ways that make a project eligible for a bonus unit. They identified three- and even two-bedroom

units as sufficient for families. These, and ADA-compliant housing units, they view as particular needs in short supply.

The Historic Preservation Commission reviewed the possible upzoning in its August meeting. They are very concerned about the potential for demolition of structures that are eligible for local historic landmarking. While separate from an upzoning, they are interested in a related effort to strengthen downtown design standards to ensure compatibility between existing historic structures and new development, regardless of density.

Review Criteria and Staff Analysis

The Comprehensive Plan identifies housing as an important goal. The following overall goals in the Comprehensive Plan relate to these proposed changes:

- Increase housing density
- Provide diversity in housing type

More specific Comprehensive Plan Policies/Actions also support the proposed changes:

- Provide incentives for developers to build condos or townhouse units, including identifying and supporting condominiumization opportunities to increase homeownership.
- Require qualified workforce and affordable housing buyers and renters under subsidized housing programs to be employed locally within city limits or in close proximity as determined by deed restriction regulations.
- Create a policy or program to preserve existing missing middle housing and explore ways to develop new missing middle housing.

A code amendment is a legislative decision by the City Council. Prior to recommending approval or approving a proposed Code amendment, the Planning and Zoning Commission and City Council shall consider whether and to what extent the proposed amendment meets the following criteria. Staff analysis is in bold.

- I. Is consistent with the Comprehensive Plan and other City policies;
The proposed changes are consistent with the Comprehensive Plan and supports several policies or actions described in the Comprehensive Plan.
- II. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
The proposed changes to the Code's mitigation requirements do not conflict with the Municipal code.
- III. Is necessary to address a demonstrated community need;
Housing is an important community need. According to the 2023 Strategic Housing Plan Update, Glenwood Springs faces a current shortage of approximately 1,300 dwelling units. The proposed changes would make development of new housing possible. Though the specific code changes do not mandate affordability, they

incentivize affordability and will contribute to an environment that can produce greater affordability.

- IV. Is necessary to respond to substantial changes in conditions and/or policy; and
The 2023 Strategic Housing Plan Update found an overall shortfall of around 1,300 dwelling units, a condition that was most likely not present when the existing density limits and minimum lot sizes were created.
- V. Is consistent with the general purpose and intent of this Code.
The proposed amendment is in line with the purpose and intent of the Code.

Action Item and Staff Recommendation

Action Item:

Consideration of code text changes to 070.020, 070.030, and 070.45 of the Municipal Code, involving changes to allowed uses, minimum lot sizes, and incentives for residential development.

Staff recommends **approval** of the code amendments.

Suggested Findings:

The proposed code amendment:

- I. Is consistent with the Comprehensive Plan and other City policies;
- II. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
- III. Is necessary to address a demonstrated community need;
- IV. Is necessary to respond to substantial changes in conditions and/or policy; and
- V. Is consistent with the general purpose and intent of this Code.

Suggested Motion:

I recommend **approval** of the text changes to the Municipal Code sections 070.020, 070.030, and 070.45 as described in the Staff memo with the findings as written in the Staff memo.

Alternative Motions:

I recommend **approval** of the text changes to the Municipal Code sections 070.020, 070.030, and 070.45 as described in the Staff memo with the following changes: [describe changes], and with the following findings: [make findings for how proposed changes meets the five criteria for approval].

Or

I recommend **denial** of the text changes to the Municipal Code as described in the Staff memo.



MINUTES
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
October 3, 2023
Council Chambers, First Floor
101 W. 8TH STREET 6:00 PM P&Z

1) Roll Call

Present: Commissioners Amy Connerton, Carolyn Cipperly, Peter Waller, Chair George Shaver, Joy White, Gregory Cowan, and John Houghton.

Also Present: Director of Community and Economic Development Hannah Klausman, City Attorney Karl Hanlon, Long Range Principal Planner Jim Hardcastle, and building technician Melinda Benis.

Commissioner Shaver motioned to seat alternate Commissioner Gregory Cowan to the vacant seat. Commissioner White seconded the motion. Motion passed by a vote of 5-0.

2) Comments from citizens appearing for items not on the agenda

No comments were made.

3) New Items

a. Planning Item #37-23 Design Variance for Cherry's Moving

Commissioner Shaver made a motion to seat alternate Commissioner John Houghton. Commissioner Connerton seconded the motion. Motion passed by a vote of 6-0.

Senior Planner Watkins Fulk-Gray presented the request from Eric Cherry for a design variance that would allow him to waive the code's requirement for 30% of the east elevation to be glazed windows and doors. Staff is recommending approval of the variance with the findings that it meets all criteria of approval in Section A and criteria #1, 3, 5, and 6 from Section B.

Commissioner comments included:

- Is the vegetation forming a buffer on Mr. Cherry's lot or the neighboring lot?
Mr. Cherry replied that it is on both lots.
- Will the buffering vegetation stay?
Mr. Cherry replied that it will and that the vegetation will be added to because of the required landscaping.

Commissioner White motioned to approve with the findings and conditions listed in the packet. Commissioner Waller seconded the motion. Motion passes unanimously with a vote of 7-0.

b. Code Amendments to Title 070 regarding allowed uses, minimum lot standards, and density bonus

Senior Planner Watkins Fulk-Gray presented background to the proposed code changes, detailed information about the code changes, the criteria for approval of code changes, and the P&Z's options.

Commissioner questions included:

- Clarification about recommendation #6 in the density bonus section.
- What is the difference between ADUs and a duplex? Staff response: ADUs are subordinate to a single-family house, whereas duplexes are two units that are often the same or close to the same size.
- What should the P&Z use to base its decisions on for this item? Staff response: The Comprehensive Plan and other planning documents should be used. Commissioners should also consider public input.
- Explanation of what "theoretically unlimited site flexibility" means. Staff response: no parameters are currently given for the site flexibility available in the code under 070.45, so applicants can request whatever they want. However, applicants would risk a denial by asking for too much site flexibility.
- What kind of deed restrictions should be required to achieve a density bonus? Staff response: 100% AMI with the work local requirements.
- What would be the rules if someone wanted to build a triplex under the proposals? Staff response: all the rules that the City currently has, such as parking and design requirements, would be in play.
- Clarification about parking requirements.
- Clarification about parcel data.
- Clarification about what is proposed for changes to the RL zone district. Staff response: Staff proposes allowing duplexes as a use-by-right in the RL zone and not allowing triplexes.
- How would three unattached units on one lot be considered? Staff response: Staff would consider those not a triplex but three single-family homes.
- What is the school population currently? Staff response: Staff does not know.
- How does the City assess its infrastructure needs, such as number of police officers? Staff response: There are different ways to determine police needs, which often focus on number of service calls. The City is also engaging in evacuation and large-scale events planning. Having a larger share of the City's working population live in the city also makes it more possible for people to walk, ride bikes, or take transit within Glenwood.
- In states that have adopted laws requiring cities to allow more housing development besides single-family homes, are there examples of these states showing deference to localities that have already made these changes? Staff response: Staff is not aware of any specific examples, but depending what is done at the State level, Glenwood may not have

to make any changes if the proposed changes are adopted. Most of what is likely to happen in Colorado is to incentivize and recognize what has been done here.

- Are there examples or data to show or forecast effects on home prices? Staff response: Home prices have been rising significantly.
- Are there incentives for the City to adopt changes like those proposed? Staff response: A grant the City received from the State requires the City to make a genuine effort to adopt one or more strategies from a list, which includes changes like these.
- What would the proposed changes do to nonconforming duplexes or triplexes? Staff response: The changes could legalize duplexes or triplexes, but it is possible there could still be nonconforming site elements, such as parking.
- Clarification about form of duplexes and triplexes that are allowed.
- Clarification about short-term rental regulations.
- Has Minneapolis's upzoning been effective for them? What were their goals? Staff response: Part of Minneapolis's goals were about equity. Reporting has suggested that not impactful changes have occurred there. The City's goals with these changes are to provide property owners more choices, provide a greater variety of housing choices, and to increase the supply of housing.
- Can single-family homes be converted to a duplex? Staff response: yes.
- Is there a safeguard against future duplexes and triplexes being in disrepair and impactful to neighbors? Staff response: a question one could ask in response is how different a duplex or triplex is from a single-family home. The City does not generally get involved with owners of properties in disrepair until a situation becomes egregious.
- How were these recommendations in the packet formed? Staff response: The recommendations were made based on information and recommendations from other experts, such as consultants for the West Mountain Regional Housing Coalition and the Strategic Housing Plan Update.

Public comment:

Linda Holloway criticized the bills that have been considered and may be considered by the State legislature. She expressed concern for the impact on residents that the proposed changes might have, and stated that this will not fix the housing problem. Geographic constraints mean more housing is not possible. She expressed doubt about expanding property owner rights and stated that the survey is biased.

Andy Mueller thanked and commended the P&Z for their work. He stated that no survey is perfect. He noted it is much cheaper to build attached products than detached homes. He said that he has lived in single-family predominant neighborhoods but next to multifamily developments, and that those tenants can be amazing neighbors and that the situation worked fine.

Commissioner comments:

- Based on the data about survey respondents, it appears there is a constituency of the city's population that is not being reached and who could benefit from the proposed changes.
- Incentivizing homeownership is a good thing.

- The character of the city is also an important consideration.
- It would be nice to see some incentivizing of preserving older homes from demolition.

Commissioner Connerton motioned to approve the item according to the Staff recommendation and recommended findings. Commissioner White seconded the motion. After lengthy discussion and straw polling, the motion to change the municipal code according to the Staff recommendations was amended. The amended motion included the following:

1. Change Section 070.30.020(e) of the Municipal Code to allow duplexes as a use-by-right in the RR, RL, and RM1 zone districts, so long as one unit is deed restricted for Resident Occupancy;
2. Allow triplexes as a use-by-right in the RM1 zone so long as at least two of the units are deed restricted for Resident Occupancy;
3. Change Section 070.20 according to the Staff recommendation;
4. Change Section 070.45.080 according to the Staff recommendation, with the following exceptions:
 - a. For recommended change #1 to density bonuses, change the applicability of projects qualifying for a density bonus to projects between four units and the inclusionary zoning threshold;
 - b. For recommended change #2 to density bonuses, change the applicability of projects qualifying for a density bonus to projects between four units and the inclusionary zoning threshold;
 - c. For recommended change #3 to density bonuses, change the applicability of projects qualifying for a density bonus to projects between four units and the inclusionary zoning threshold;
 - d. For recommended change #4 to density bonuses, change the applicability of projects qualifying for a density bonus to projects between four units and the inclusionary zoning threshold, increase the bonus units available to two, and allow up to 12 additional feet in height;
 - e. For recommended change #5 to density bonuses, increase the bonus free market units to 10% of the project's total unit count.

Motion passes unanimously with a vote of 7-0.

4) Commissioner Comments

Commissioner Cipperly stated she hopes the recommended changes that were just voted on do not cause negative effects to historic neighborhoods, but stated she sees potential for helping people out.

Commissioner White said she did not understand how much land disturbance there would be during construction of the project north of Red Mountain. Director Klausman said that the limits of disturbance were noted in the application, but that they can highlight this more in the future.

Commissioner Houghton said that their discussion today is progressive and hopefully on the cutting edge, rather than the bleeding edge.

Commissioner Connerton thanked Staff for their work.

Chair Shaver thanked Staff for doing the survey.

5) Director Comments

Director Klausman thanked the P&Z for their effort tonight. They will have a full agenda for the regular October meeting later in the month.

6) Adjournment

Meeting adjourned at 9:17pm.

Planning File #39-23

Discussion: Code Text Amendments Regarding
Upzonings and Density Bonus

City Council

November 16, 2023



Planning File #39-23 Possible Code Text Amendment

Topics for tonight:

- Consideration of allowing duplexes and triplexes in zone districts where not currently allowed
- Consideration of changes to lot standards
- Consideration of 6 changes to the City's density bonus provisions (resolution, not ordinance)



Timeline and Previous Work

Public meetings held:

- Open house for Strategic Housing Plan Update: February 9
- P&Z/CC joint meeting for Plan Update: June 27
- CC adoption: July 20
- P&Z discussion about code changes: July 25
- Community survey: 8/23 to 9/20
- P&Z recommendation: October 3



Background

- Strategic Housing Plan Update adopted by City Council on July 20th
- Recommendations from the Plan Update closely match proposed code changes
- Example:

- 1. Update the zoning code to enable up to three units on lots currently zoned for single-unit housing, requiring deed restrictions for additional units.*

Ensure adequate parameters on new units related to parking, design, and other neighborhood compatibility factors that accommodate the additional density within established neighborhoods and minimize impacts. For new units, require deed restrictions such as resident occupancy, local employment, and potentially income limits.



Survey Results – Duplexes & Triplexes

Duplexes:

- **RR zone district:**
 - 55.7% in favor of allowing in some form
 - 44.3% opposed
- **RL zone district:**
 - 53.8% in favor of allowing in some form
 - 46.2% opposed
- **RM1 zone district:**
 - 51.1% in favor of allowing in some form
 - 48.9% opposed

Triplexes:

- **RR zone district:**
 - 53.8% in favor of allowing in some form
 - 46.2% opposed
- **RL zone district:**
 - 52.3% in favor of allowing in some form
 - 47.7% opposed
- **RM1 zone district:**
 - 47.5% in favor of allowing in some form
 - 52.5% opposed



Survey Results

- **Density bonus open-ended responses**
 - Senior housing
 - Anti-growth sentiment
 - Interest in ADUs
 - Grocery stores
 - Transit-oriented design
- **Some confusion about the topic and the phrasing of the question**
- **Limitations of survey**
 - Skewed toward wealthier homeowners
 - Upzoning questions imperfect
 - Difficulty explaining topics in a survey format
 - Confusion about development on hillsides





Planning & Zoning Commission Recommendation

- Allow duplexes as a use by right in RR, RL, and RM1 if one unit is deed restricted for RO
- Allow triplexes as a use by right in RM1 if two units are deed restricted for RO
- Change lot standards according to staff recommendation

Planning & Zoning Commission Recommendation, cont'd

- Change density bonus provisions according to staff recommendation with following exceptions:
 - For change #3, change applicability to developments between 4 and IZ threshold
 - For change #4, increase bonus units to 2 and allow up to 12 additional feet in height
 - For change #5, increase bonus free market units to 10% of development's total count



Upzoning

- Where duplexes and triplexes are currently allowed



Table 030.1: Table of Allowed Uses																		
P = permitted by right S = special use permit required Blank = use prohibited																		
Use Category	Districts → Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards	Required Minimum Parking
RESIDENTIAL USES																		
Household Living	Dwelling, <u>live-work</u>						P	P	P	P	P	P	P	P			070.030.030(c)(2)	1 per dwelling unit
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)	1 per dwelling unit
	Dwelling, two-family		S	S	P	P	P	P	P		P					S	070.030.030(c)(1)	1.5 per dwelling unit

Upzoning – Staff Recommendation

- Allow duplexes as a use-by-right in the RR, RL, and RM1 zones
- Allow triplexes as a use-by-right in the RM1 zone when one unit is deed restricted for affordability and resident occupancy (local workforce)





Upzonings: Issues

- RR, RL, and RM1 zone districts
 - # of RR parcels: 17
 - # of RL parcels: 41
 - **# of RM1 parcels: 988**
 - With at least 5,000 sf: 915
 - With at least 7,500 sf: 739
- Infill development
- Neighborhood impacts
- Cost borne by builders/developers
- Implements recommendations from Plan Update
- Smaller developments

Lot Standards

Table 020.2: Summary of Residential Dimensional Standards						
	RR	RL	RM1	RM2	RH	RT
Lot Standards, Minimum						
Lot area	40,000 sf 20,000 sf	20,000 sf	6,000 sf	—	—	—
Lot area, lots created prior to March 1, 1965			5,000 sf			
Lot area, single-family detached	—	—	—	5,000 Proposed range: 3,000 sf to 4,000 sf	4,500 Proposed range: 3,000 sf to 4,000 sf	5,000 Proposed range: 3,000 sf to 4,000 sf
Lot area, attached dwellings sharing common wall			7,500 sf 2,500 sf/unit	2,500 2,200 sf/unit	2,250 2,000 sf/unit	2,500 2,000 sf/unit
Landscaped area (for multifamily dwellings)			20 percent	20 percent	20 percent	20 percent

Lot Standards – Staff Recommendation

- Reducing minimum lot area for attached units in RM1, RM2, RH, and RT
- Reducing minimum lot area for SFRs in RR, RM2, RH, RT
- Changing definition of “multi-family development”



Lot Standards: Issues

- Allowing smaller, more affordable homes
- Increased density
- Infill development



Density Bonus

- Current density bonus provisions:

070.045.080 - Incentives for Residential Developments (Inclusionary Housing) Over One (1) Dwelling Unit.



Any residential or mixed-use development proposing to create one (1) or more residential dwelling units may be eligible for the following incentives when providing deed restricted community housing in the form of resident occupied community housing, for sale community housing and/or rental community housing that is deed restricted in accordance with the City's Community Housing Standards and Guidelines.

- (1) *Density Bonus.* As part of any new residential or mixed-use development, the City may offer a density bonus.
- (2) *Site Design Flexibility.* Provided that the housing goals and eligibility requirements are met and provided that the intents and purposes of this title are not compromised, the City may consider flexible application of design standards including, but not limited to minimum lot size, building height, lot coverage, impervious coverage, setbacks and landscaping.
- (3) *Public-Private Partnerships.* The City may participate in, or facilitate participation with other governmental entities regarding financing or purchasing of community housing units directly from the applicant or by other means of subsidy or participation.
- (4) *Tax Rebate or Reduction.* The City Council may at its sole discretion waive, reduce or rebate property, construction use, or other tax applicable to the project.

(Ord. No. [1-2021](#), § 2(Exh. A), 2-18-2021)



Density bonus: Issues

- City-wide
- Incentive that can guide development
- Infill development
- Neighborhood impacts
- Cost borne by developers



Density Bonus – Staff Recommendations

1. Projects between 4 and IZ threshold (10 currently) that include a deed restricted unit

Bonus:

- One free market unit
- Six additional feet in height
- 30% reduction in numerical standards for lot coverage, setbacks, landscaping

2. Projects between 4 and IZ threshold that provide one deed restricted unit at 60% AMI or 2 units at 100% AMI

Bonus:

- One bonus free market unit
- 12 additional feet in height
- Theoretically unlimited flexibility for design standards, minimum lot size, max lot coverage, setbacks, landscaping



Density Bonus – Staff Recommendations

3. Projects within 500 feet of a transit stop

Bonus:

- 1 free market bonus unit
- Zone districts without minimum lot standards: 30% reduction in numerical standards for lot coverage, setbacks, and landscaping

4. Projects between 4 and IZ threshold offering 100% for-sale residential units

Bonus

- 2 free market bonus units
- Zone districts without minimum lot standards: allow up to 12 additional feet in height and 30% reduction in numerical standards for lot coverage, setbacks, and landscaping



Density Bonus – Staff Recommendations

5. Projects subject to IZ standards that provide double the number of deed restricted units required

Bonus:

- Bonus free market unit or units equivalent to 10% of project's total unit count
- 12 additional feet in height
- Theoretically unlimited flexibility for design standards, minimum lot size, max lot coverage, setbacks, landscaping

6. Clarification to standards: density bonus incentives only offered when deed restricted is included that is not required



Criteria for Text Amendment to Code

1. The proposed amendment is consistent with the Comprehensive Plan and other City policies;
2. The proposed amendment does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
3. The proposed amendment is necessary to address a demonstrated community need;
4. The proposed amendment is necessary to respond to substantial changes in conditions and/or policy;
5. The proposed amendment is consistent with the general purpose and intent of this Code.



Comprehensive Plan

Goals supported:

- Increase housing density
- Provide diversity in housing type

Policies and Actions supported:

- Provide incentives for developers to build condos or townhouse units, including identifying and supporting condominiumization opportunities to increase homeownership.
- Promote transit-oriented development.
- Encourage a compact urban form.
- Increase allowable unit densities in areas where supporting infrastructure is available.
- Consider density or zoning bonuses to provide affordable and workforce housing.
- Create a policy or program to preserve existing missing middle housing and explore ways to develop new missing middle housing.



Recommended Findings

- I. Is consistent with the Comprehensive Plan and other City policies;
The proposed changes are consistent with the Comprehensive Plan and supports several policies or actions described in the Comprehensive Plan.
- II. Does not conflict with other provisions of this Code or other provisions in the Glenwood Springs Municipal Code;
The proposed changes to the Code's mitigation requirements do not conflict with the Municipal code.
- III. Is necessary to address a demonstrated community need;
Housing is an important community need. According to the 2023 Strategic Housing Plan Update, Glenwood Springs faces a current shortage of approximately 1,300 dwelling units. The proposed changes would make development of new housing possible. Though the specific code changes do not mandate affordability, they incentivize affordability and will contribute to an environment that can produce greater affordability.



Recommended Findings

- IV. Is necessary to respond to substantial changes in conditions and/or policy; and
The 2023 Strategic Housing Plan Update found an overall shortfall of around 1,300 dwelling units, a condition that was most likely not present when the existing density limits and minimum lot sizes were created.
- V. Is consistent with the general purpose and intent of this Code.
The proposed amendment is in line with the purpose and intent of the Code.



Recommended Motion

I recommend **approval** of the text changes to the Municipal Code sections 070.020, 070.030, and 070.045 as described in the staff report with the findings as written in the staff report.





Questions

Public Comment

City Council Discussion

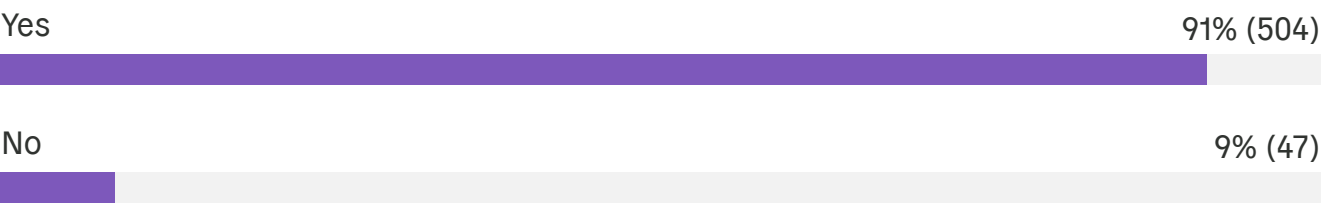


Glenwood Springs Zoning Changes

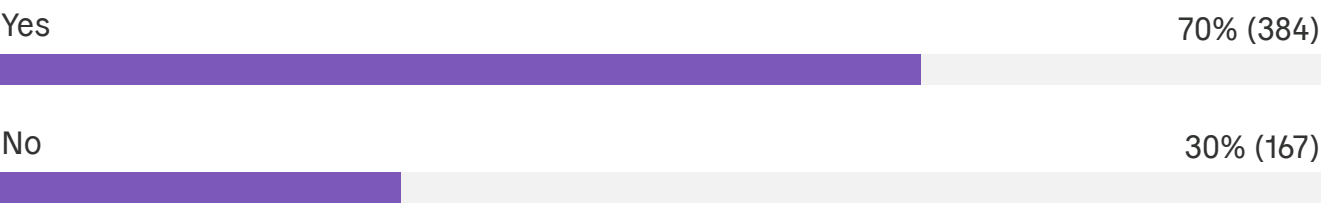
Survey Results
FINAL

09/27/2023

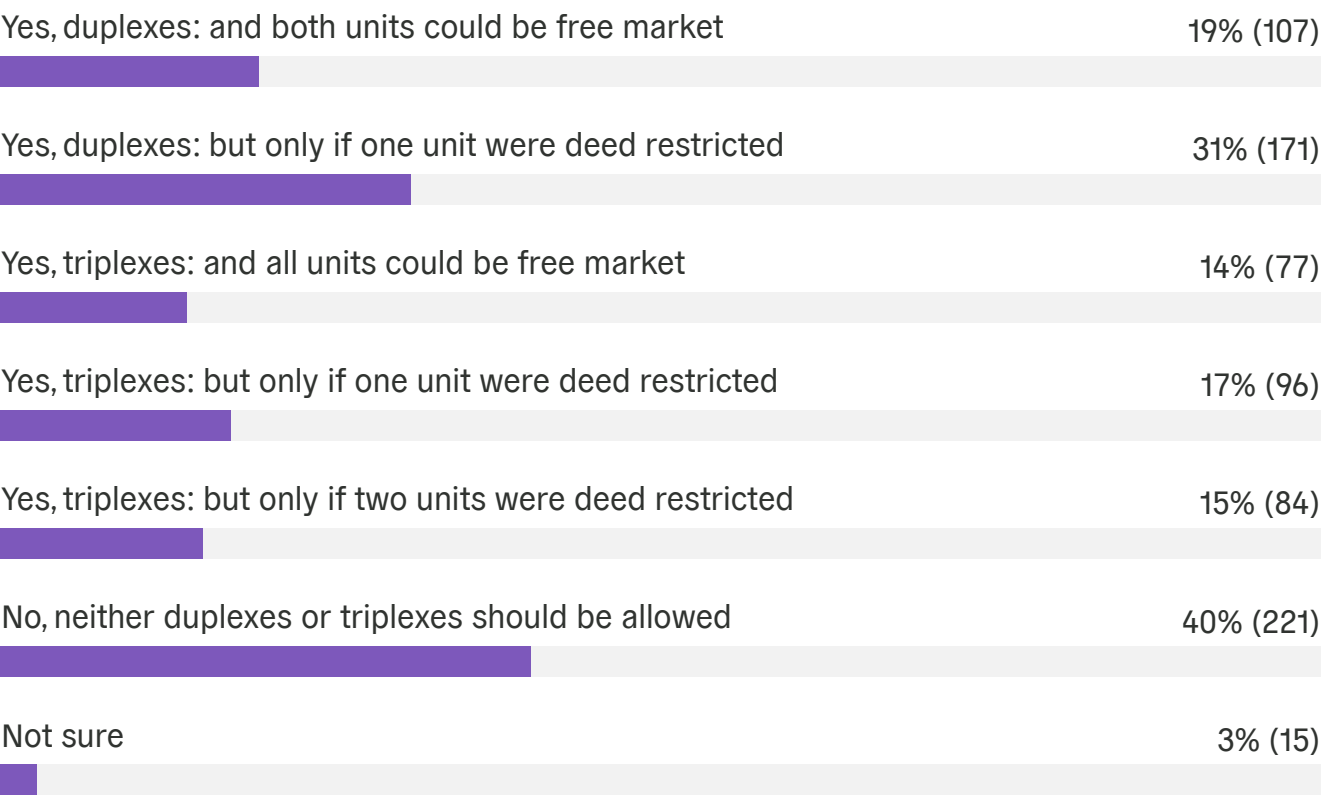
Do you live in Glenwood Springs



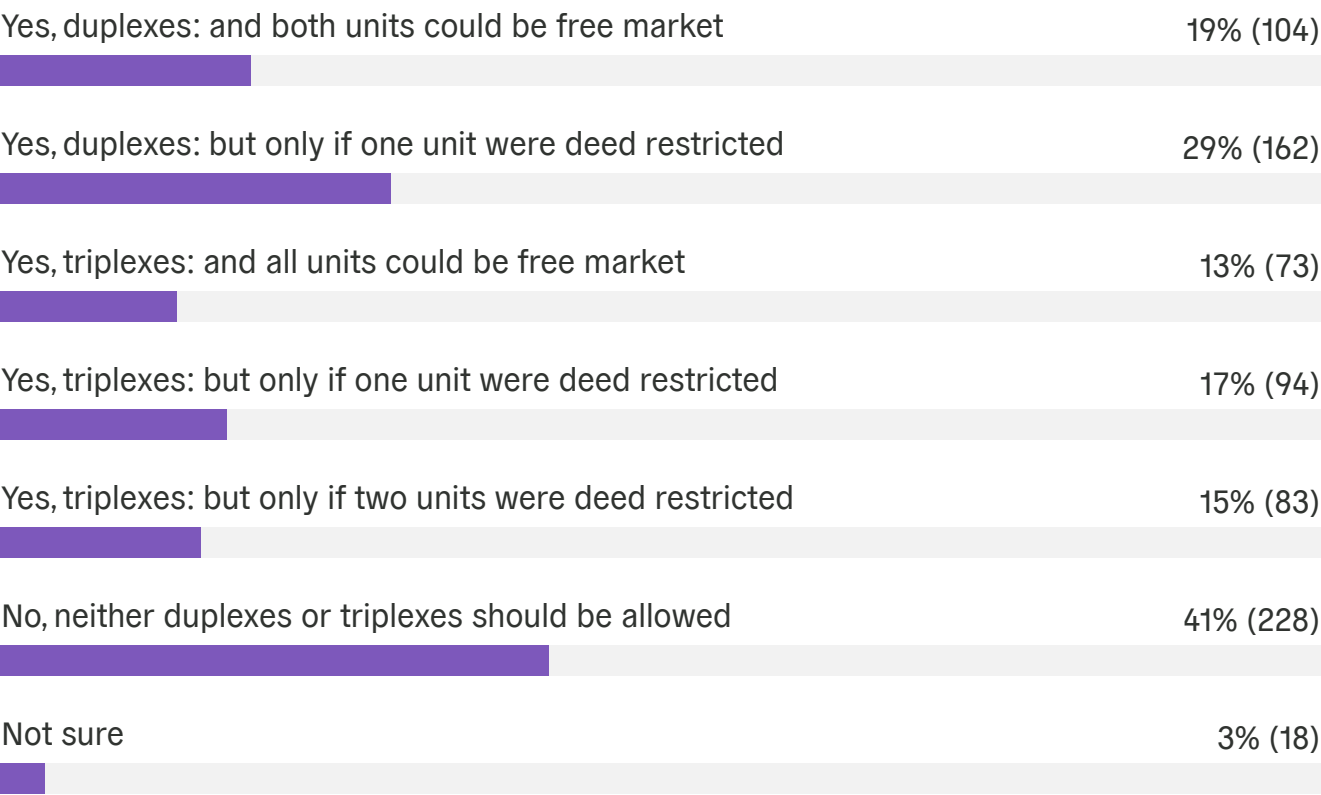
Do you work in Glenwood Springs?



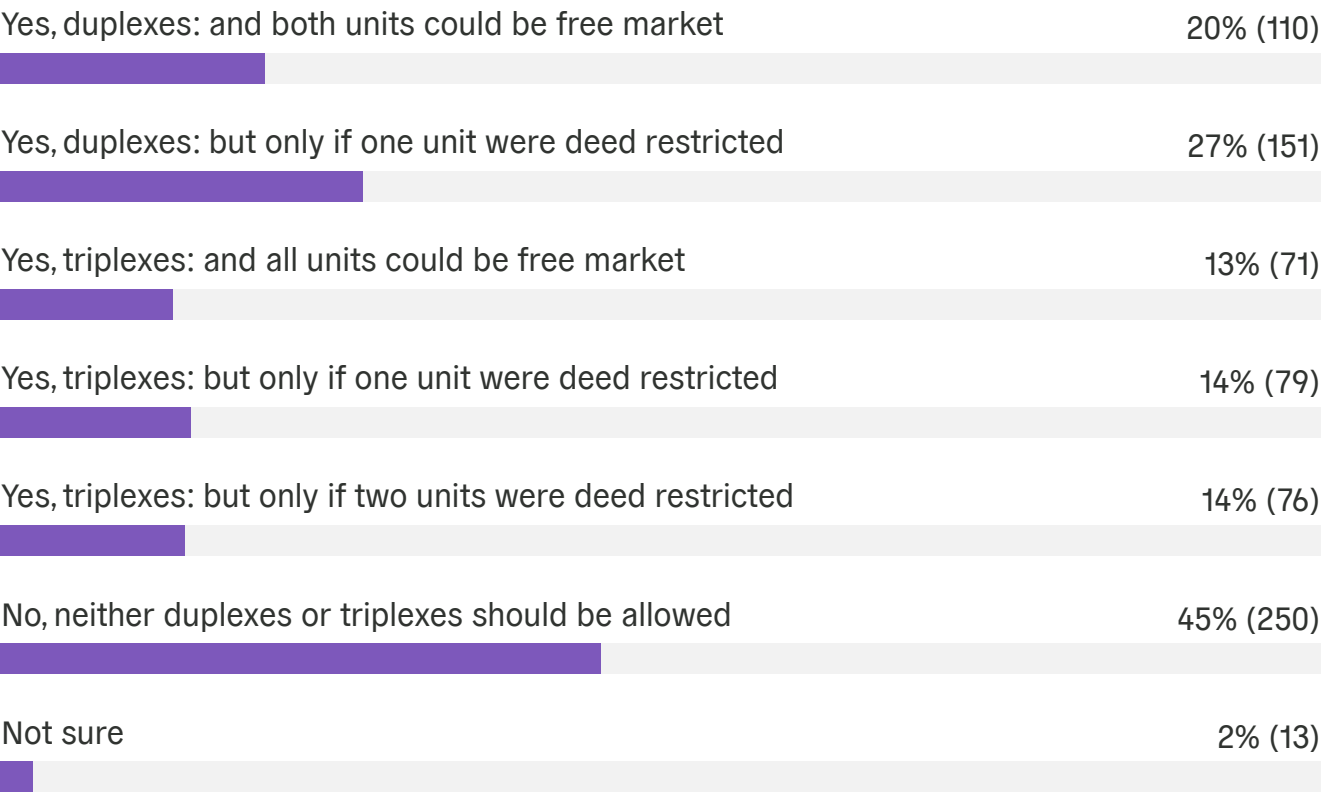
Would you support allowing duplexes or triplexes in the areas shown above? Select up to two of the following answers.



Would you support allowing duplexes or triplexes in the areas shown above? Select up to two of the following answers.



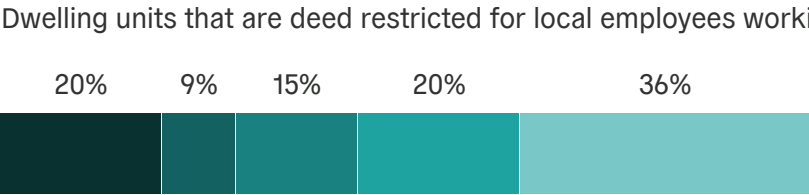
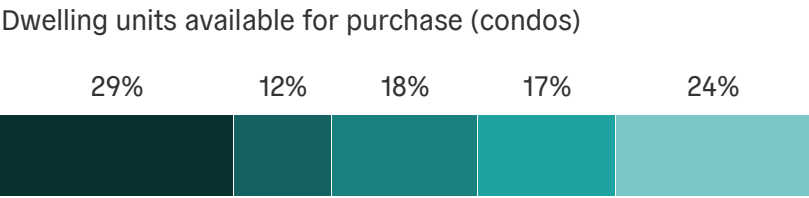
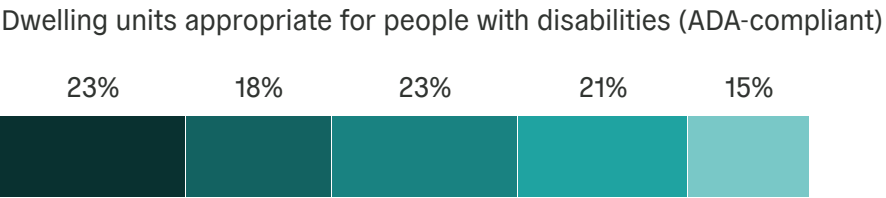
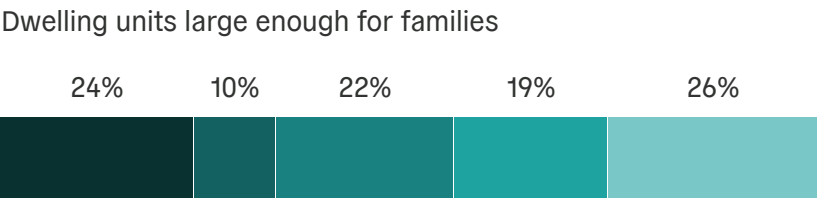
Would you support allowing duplexes or triplexes in the areas shown above?



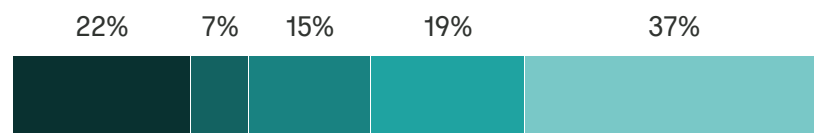
Density bonuses allow property owners to add dwelling units in exchange for something the City wants. Here are some ideas for things the City wants. Please tell us how important each of the following things is to you:

Question	1 (least important)	2	3	4	5 (most important)
Dwelling units large enough for families	24%	10%	22%	19%	26%
Dwelling units appropriate for people with disabilities (ADA-compliant)	23%	18%	23%	21%	15%
Dwelling units available for purchase (condos)	29%	12%	18%	17%	24%
Dwelling units that are deed restricted for local employees working in Glenwood	20%	9%	15%	20%	36%
Dwelling units that are deed restricted for local employees working in Glenwood AND that are price-capped for affordability	22%	7%	15%	19%	37%

Expand all / Collapse all



Dwelling units that are deed restricted for local employees working in Glenwood AND that are price-capped for affordability



Is there any other type of development that should unlock a density bonus? What's your priority?

Child Care provided on site, Townhome style units versus stacked apartments.

Residential over commercial, multi use

wildfire mitigation

Senior housing

Allowing duplexes and triplexes by right is critical for helping us bridge our housing shortage long term and offer some natural affordability. These should be strictly by right to keep the small-developer ecosystem clean and straightforward. Then, offer density bonuses on top of that but ONLY in exchange for deed restricted affordability. No geography caps (upward economic mobility requires job changes... don't lock people into their Glenwood jobs and restrict their economic options further).

Senior housing

Senior housing

Mixed use projects deserve density bonus incentives

Entry level home development greatly needed for younger working population willing to join the workforce. NO Air B&B's

Glenwood has gone way overboard pushing the narrative that thousands of additional units are needed. Over the last several years, more than a thousand units have been added with little concern for the other essential community needs. The growth mindset of the city is setting us up for disaster and destroying the feel, quality of life and amenities that make Glenwood a desirable place to live.

This town is already over developed and overpopulated.

Transit-oriented developments within 2 blocks of bus stop

adding an ADU that is rented out long-term to someone who lives here (can't be a short term rental)

Transit-oriented development, reduced parking allocations

New units should be fully electric - no gas heating or appliances

No, with the city council we have now it is such a botched up mess that it is unreal. No more building anywhere.

STOP BUILDING YOUR RUINING THE QUALITY OF LIFE HERE!!!!!!

mixed use- i.e. retail lower / residential upper

The city should focus on curbing expansion of Glenwood's development and follow Aspen's lead. See e.g., <https://www.aspentimes.com/news/freeze-on-residential-development-sails-through-approval/>

No

NO. STOP THE GROWTH. WILDLIFE HAS BEEN DESTROYED. QUALITY OF LIFE HAS BEEN DESTROYED. WATER?? STOP THE GROWTH

Dedication of parking spaces to housing. This is happening in other communities (Pasadena, California)

glenwood is becoming over developed and not thinking about the strain on infrastructure. We need another grocery store before any additional housing is built. This is not something citizens want or need. We need to utilize the buildings we have and right now Glenwood is allowing building on unstable land.

Traffic and traffic management is already a problem, a greater density ill only add to an existing problem. Water management and affordability is a growing, long term issue.

What I would like to see more of is small single family homes. It seems that there are many condos and large (3-4+ bedroom) homes and few 2 bedroom single family homes.

Please require owner occupied deed restrictions- investors flush with cash snatch up condos and townhouses and affordable himes and then rent out for their own profit - we need to support resident ownership!!!!

We need dwellings that encourage community to uphold the small community strength that Glenwood has had for so many years. We need to factor in what the excessive and quick growth is doing to our values as a town.

Stop packing people in Glenwood. We don't want to keep building and keep packing people in. There will always be a shortage of housing because it is one of the most desirable places to live. Also if you are encouraging workforce house it should only be for rental units. I can barely afford to live here and you want to use my taxes to help someone else buy a house here? You are literally robbing people who live here to build houses for people not from here to buy at discounted rates.

Nothing should. Density will destroy this town. As will this continued priority to build. You should send out a survey or include a question about supporting a moratorium on new buildings. It would have massive support. You can't build your way out of this problem. Rental housing is the only thing you should consider. You are making it harder for longtime locals to live here when you tax us to raise money to buy houses for people that want to move here. Seriously, your surveys are always so slanted to the outcome the city staff is pushing. If you made a fair survey that wasn't this sort of push poll style opinion bullying your results would show overwhelming support for stopping development in GWS.

Units through habitat for humanity or that are solely deed restricted for residents in the city with a income suggesting need.

You should only be allowed one ADU per property.

No

Less dense, not more dense. Stop ruining our town.

Vacant lots in downtown should be allowed to be developed. Stop wasting time and taxpayer money on studies. City has study "paralysis by analysis."

No more building

Not everyone could live in Glenwood. We cannot build our way out of this problem. Stop ruining this town.

Apartment complex

No

None

NO Density bonuses!

N/A

Commercial / Retail Space to accommodate the completely out of control growth plan - WE NEED GROCERY AND MOM&POP RETAIL SPACE - NOT HIGH END LUXURY GOODS AND REAL ESTATE OFFICES

Dual residential and commercial

Quit building rentals and build purchase properties so people can get into the housing market instead of throwing their money away to rent

Tiny home community

This city is becoming miserably unlivable with traffic increases, lots more apartments accommodating people who commute and many people who have no intention of investing in our community long term. My priority is single family homes that we market driven in pricing rather than the city government meddling here and there with little long term impact understanding.

Work with roaring Fork Valley neighbors and quit trying to squeeze people in Glenwood Springs. There's other spaces they can go.

No

I don't know

None we have enough people in this valley and especially in this town. The people who already live here are struggling with just getting through town due to extremely high traffic volumes that last ALL day long. Also and having food available in the ONE grocery store is becoming a huge problem.

Please do not increase density in Glenwood Springs. The only one who benefits are up valley employers.

Affordable and dense housing with storage areas!

Build additional grocery store where Safeway used to be, and where the mall is. Let's take better care of the people who already live here.

Do not increase downtown density due to traffic congestion existing now.

No

5

Affordable ADUs or one-story duplexes/triplexes for seniors. They can sell their current home and move into a smaller, cheaper place to age in place.

Please stop running our land! It's overpopulated enough.

You guys are building too much.

ADU's should be available to all SF homes (with parking)

Environmental credits

We need baseball/softball fields.

No

There should be no density bonus.

No

My priority is fixing and maintaining infrastructure before any more building of any type. 2nd priority is escape routes in case of fire.

Grocery stores with the capacity to service our growing community or add another grocery store to compete in price a d variety the one an only store.

For all of these questions, parking is important. We live in the west and although the transit system is amazing for a rural region, living here still requires a car (going to Denver, going other places outside the roaring fork valley, camping, outdoors activities, etc). Additional units need to have adequate parking. Additional density requires parking in order for it to be accepted by neighborhoods.

No

Small house and adu size. Since this is the only space provided for comment - the maps are not clear enough to tell exactly what areas/streets are in the outlined yellow areas. Many of them looked like they were on undeveloped hillsides so I answered no to all when there are areas that are appropriate for upzoning. Increasing population, traffic, demand for services should not be the goal of the city.

Senior, limited income

Stop the growth!

No development is best!

i'm not sure I understand this question

n/a, but no field to add additional thoughts/nuance - Triplexes with two deed restricted units may not be financially feasible for developers/property owners to build and requiring two deed restricted units may discourage any development of triplexes. Be very careful with setting requirements that may actually prevent deed restricted/affordable units from being created! Generally, requiring more than 30% of the units on a property to be affordable means that nothing will be built because the profit from the market rate units need to offset the losses of the deed restricted or affordable units. Advocates across the country generally agree on this threshold, but obviously individual markets may vary.

No density bonus

Senior only additional units.

Proximity to public transportation. 5

Townhomes

Glenwood should have a development moratorium for these kind of structures

No development with any density bonus. Glenwood is providing housing for workers in Aspen and Basalt. Let them solve their own problems. Let us verify the people that work in our community live here. The councils housing solutions are not and have not ever worked. Are we not on the wrong path attempting to please developers ?

dwelling units large enough for families

4 plexes as an use-by-right across the entire city.

None

Does the hillside protection overlay zone above 6000 feet no longer exist ? Please stop increasing density. The daily commuting traffic suggests we are attempting to provide affordable housing for up valley employed residents. Deed restriction affordable housing requirements you have imposed in the past have gone unmonitored by the city resulting in winfall events, when sold, for a one time occupant, at a significant cost to the developer, which gets passed on to the rest of us. How do you plan to enforce the deed restriction rules you put in place.

No way!

I do not think they should build any more low income duplexes triplexes or apartments in West Glenwood. The neighborhood is going down with the current housing and light industrial.

I currently live in a high-density area with a property on 1/3 of an acre. I have plans to redevelop the property down the road, but am concerned about the construction costs and doing so for deed-restricted units, as I would need to recoup costs to make it worth my while. I'm literally the last house on the block smushed between apartments and I can see the need for more housing options. My neighbors have 6 of them living in a 2 bedroom. I currently rent my basement out at an extremely affordable price as I understand the crunch. Just trying to make sense of it all as more apartment buildings are being built in town. Not sure this ramble makes sense. But as an owner, how do we move forward so that we can be part of the solution.

No

None

No more development! Way over built. It's like living in Denver. Please don't make it worse under the guise of affordability.

No

Habitat Houses - priority 5

Providing deed restricted housing

No more building ! First address infrastructure and road and public land maintenance.

adding ADUs on current housing lots

Down town is over developed, why would we want more units downtown.

Studios for singles or couples deed restricted

No vacation rentals allowed. Stop building for corporations to buy and rent as vrbos

Affordable housing that is NOT deed restricted; priority 5 (most important); excluded from answer to question 8.

Expanding current homes

Not sure

No more development

STOP building in Glenwood. You are ruining our community. None of you seem concerned about residents on fixed incomes and the horrendous cost of living here, or families for that matter. Enough is enough!!!

No. We don't need more density. We are already turning into Edwards West and we need more single family units that people can transition into after starting with an apartment or condo. This is a major issue for employers who have employees that leave after 5 years because they want the yard for the dog and garage for the toys. The city government (elected officials and staff) need to consider existing residents and employers - we're tired of developing every square foot of land and all the traffic and strain on resources that comes with this. How about trying to conserve more open space instead?

Tiny home community

Affordable single-family housing

We should allow 6 plexes

Don't change the rules that everyone else had to follow previously.

No, modify parts and pieces of the code is not productive planning and zoning.

80% of Aspen is vacant most of the year. Glenwood is on the same path. This is wrong.

No

allow adu's in all areas if appropriate to structures and sites

No

Stop Californicating colorado

Dwelling units should not be second homes or for short-term leases or rents.

NO MORE DEVELOPMENT!!!

No really in favor of it all

Infill makes sense but do not allow building on steep hillsides. Do not sacrifice treasured open spaces for the sake of growth. Our narrow valley can only take so much; it is already dysfunctional.

Dwelling units available for purchase (condos) only if a) no more than 3 people live in the dwelling, and b) buyers must be 60+ years old.

Free market town homes

No

No

We can't add more people to overrun infrastructure

No.

Liv/work spaces for purchase

Maintain our current size. No more growth or population additions.

Grocery Store in West Glenwood

Building up on downtown buildings and along grand ave. These are close to mass transit and amenities and do not require raw land. We could incentivize doing this and modernizing the buildings. (Fire suppression, sprinklers ect). We should incentivize the condo-ing of these buildings because it would allow current commercial tenants to buy their spaces. This would build equity for local business owners and encourage up keep through pride of ownership. The new HOAs for these buildings would build in maintenance budgets for upkeep. This would keep buildings from deteriorating. As opposed to a single out of state owner who can just decide to not spend money on their building.

Glenwood Springs is choking. We don't have room for more density. The traffic situation is atrocious. However, if we did have room a deed restricted neighborhood like Miller Ranch in Edwards would be nice for families and people trying to make roots in this community.

no

My priority is to fix and maintain existing infrastructure before building any more housing.

None

Multiple Units

Any buildings developed that have more than 3 rental units should be required to include low income rental options.

Glenwood is packed as it is. Take out the Safeway and add some units there.

Any Condo Development

Additional community open space

NO. Glenwood Springs needs to halt all apartment building and stop all building. It is crowded and traffic is a mess! Take a break.

Do mixed use commercial/residential units work well for building community and fostering business? I'm not sure honestly.

Stop promoting tourism People will come here regardless Need to stabilize population (the problem) before any further action Get a grip on what “affordable housing “ really is Listen to the citizens

None

no

Parking is a priority. The amount of parking you have for these duplexes/triplexes is NOT enough. Are you even listening to the problems?

Projects with green space/trails integrated into housing. Smaller scale developments.

In the city limits, there should be at least 1 accessory dwelling unit allowed per house.

No more development

ADU development should be top priority without parking restrictions

This is the only place to make any comment. If you change the zoning in my neighborhood from single family, I hope you are prepared to pay me for my loss in property value which in my case could be \$300K to \$400K. If not, the lawyers will get rich.

STOP BUILDING—you have ruined our community with your greed!! That raping of the land above lowes is absolutely awful!!

Developments that purchase or improve open space or parks

Dwelling units that are put into a city run housing trust, to be managed and maintained for local housing.

we need infrastructure before adding more and more people. Add more police and firefighters first.

We should promote rebuilding existing homes with existing non-conforming conditions. We should promote more dense development throughout the City as well. A big key will be to increase and promote density for existing reconstruction and infill development

LEED gold. Exceptional design

Paying for infrastructure improvements that would benefit the greater community and not just the developer's project area.

Priority - affordability; so many new developments are NOT affordable; they add to density without solving the housing affordability crisis; so anything that gets regular people in secure affordable housing should be prioritized for the bonus

"a no cars or parking spaces allowed" development

Location near transit might make sense as a place to allow a density bonus

Workforce housing that are required to allow pets

Full Removal of Single Family zoning within city limits. Increase height allowance with sun path setbacks for solar snow melt.

Grand Ave. needs expansion- traffic is an issue.

NO, WE AE LIVE IN A SINGLE FAMILY NEIGHBORHOOD. WE WANT IT TO STAY THAT WAY. CAN'T CHANGE THE RULES IN THE MIDDLE OF THE GAME.! OUR HARD EARNED MONEY LANDED US IN A SFH AREA AND WE WANT IT TO STAY THAT WAY! DEVELOP SOME OTHER LAND THAT IS EMPTY!

Don't change the current PUD. We live in our neighborhood because of its designation.

Deed restricted for employees working in roaring fork valley

Affordable housing for all

Unknown

Multilevel with live above work opportunities

N/A

Density bonuses should be allowed if it is right for the neighborhood. The neighbors have a right to say if there will be a change to the density.

I believe that parking needs to be considered with all building. We have 2 rental houses on our street and there are at least 6-8 cars parked on the street from one house and 4 at the other across the street.

Glenwood already does not have the infrastructure to support the amount of people living here. For fire safety this is terrifying thinking of trying to get out of the valley during a wild fire. We also only have one grocery store which is overwhelmed and not able to keep up with the community demands.

The continued expansive building in Glenwood springs needs to slow down. In the last few years hundreds of units have been made available: behind Walmart, in the meadows and on rte 6 just to name a few. We have no infrastructure to support the influx of people. One grocery store is not enough. The highway seems to be closing on a daily basis. Stores are closing in the meadows, and by walmart etc. The population of students has decreased over the last few years, our public school numbers are shrinking. At some point enough is enough.

ADA focus for sure

One thing that is being ignored is that many folks who have owned primary residences in Glenwood, purchased homes in neighborhoods which had specific zoning as they did not want to be on top of each other. If their neighbors can add all the extra housing subsequently, they cannot afford to purchase a new house in the area any more if they would like to move because their neighbors decide to add the extra housing on their property. With 300 units currently being built above the Meadows and all the new apartments/free market units recently built and/or currently under construction, I believe the hysteria of housing is being oversold to our community. Parking is already a problem in some neighborhoods like Cowdin and the big new apartment rentals are not owned locally thus moving money out of our community. Further, I do not want to be providing housing anymore for Aspen employees!

No. No development at all.

No, stop building in our valley. Send them up Valley or down I-70. We have no room. Not enough roads or necessary services.

All new development should be deed restricted and price capped with MORE not less parking spaces required

No!!!!!!

Adu,s without burdensome city building regs like sidewalks and tree removal.

Valuing the residents who live in Glenwood

No more building of any kind until we have at least one more major grocery store, and our potholed streets are repaired! Enough housing, quit encouraging more people here, our valley can't handle it!

My priority is having more living areas prioritizing family sizes.

For sale or deed restricted housing.

deed restricted for local employees

I feel that this is a very inadequate survey. It is poorly worded, confusing, and very little publicized in the paper. Most of my friends did not know about this and I only knew about it because I get email from the city. This bonus density is very confusing. Are they just getting the ability to add units to their property or are you giving them reduced tap fees, etc. One staff member I talked to said that if the parking is not three spots for a duplex and six spots for a tri Plex, any building would not be allowed. You're already not requiring that much parking for so many of the developments that you have approved. The quality of life,for the

citizens of Glenwood will be greatly diminished by this infill throughout the city. When is the city going to be full? When is enough enough? Where is the next school going to be built?

The above question is VERY poorly written and does NOT allow anyone to disagree with this survey and your density bonus NO additional development should be allowed. The Mauri fire is a good example as to why the proposed increase in density should not be allowed. GWS is a narrow valley surrounded by mountains, Once a fire takes hold the tighter the houses the more difficult to fight the fire!

Why is the City being so seemingly greedy about this? Where are the schools, hospitals, grocery stores, parks, playgrounds, open spaces, and other amenities that are needed for growth of this magnitude? Our traffic problems are real. Not sure anyone realizes how bad it's become and it gets worse each year - and what are you doing about that? What about parking? Police? Fire? Water? Is expansion really the right choice here? Thanks...

Condominiumizing existing multi-family properties for for sale and/or affordable housing units

The larger/ high density condo developments/ loft style should have a portion that are for sale. Example: the New buildings at Glenwood Meadows, Walmart area or the new builds near Carbondales roundabout. Developers should put a few into purchase for Glenwood or Garfield county employees. Ownership vs renting helps keep community members living here and involved. Deed restricted rentals aren't as stable. Having larger rental properties benefits the developers bottom line but doesn't help secure renters to town. Ownership is key.

Small spaces for single people

I do not believe density bonuses are a good idea. They are too prone to manipulation defeating the spirit of the intent.

All size units not just family size would help mitigate the housing shortage.

No more growth until we have the infrastructure to support more residents.

No. Why are we trying to build more housing for Aspen employees??

I think any program that incentivizes making Glenwood more crowded than it already is, is a step in the wrong direction. We should incentivize open space. Any development at Vogelaar Park will choke this town to death.

Can we turn parking lots into housing? We have lots of huge, vacant parking lots. Why not use them before Red Mountain?

Duplexes, condos, apartments

Remodeling units and buildings.

teacher specific housing

All development ideas should be eligible for a density bonus

True partnerships with other public and private entities to address their commitment and investment in housing for their staff. Allows an outlet for their investment in housing with guaranteed affordability with restrictions.

ADUs

Actual affordable housing

single family home

Stop cramming people into this town, we don't have anymore room!

There are vacant infill opportunities throughout town as well as redevelopment candidates in areas already zoned for duplexes or triplexes with special use permits. Focus on those areas first to encourage building owner occupied units - provide reduced or cancelled tap fees and other incentives (see other communities nationwide). Think the deed-restricted and bonus can fit in some locations. In local conversations, what people want that have lived here five or more years want is - 1) to stop paying opportunistic, exorbitant rents and also have an opportunity to buy and-or 2) live relatively near to where they work. This is big stuff and glad you are getting ahead of Governor Polis's bill, which likely to be reworked, but a lot more community outreach is needed. Many people and apartment units have arrived in Glenwood in just 5-7 years and residents are rolling with it but also nervous about how

much/how many, and why Glenwood residents seem to be taking the load. Work harder to bring people into this conversation with neighborhood meetings and identify what the targets are the goals and why.

More townhomes, quadplexes, opportunities for families

No other

Density bonus for units that have close proximity/walking distance to RFTA all day/evening (unlike West Glenwood)

INCREASE SIZE OF ADU TO MAKE A BETTER LIVING SPACE.

Tear down the GSMall, add housing and a new entrance onto I70

Single residential with yards

No, any time a developer wants to come into Glenwood Springs. They put far too many housing right now. People are housing. Multiple families in their single family homes. Just walk down my street.

ADUs and apartments above commercial space

Not sure

Development near transit, 4 and 6 plexes, development should be as dense as possible as long as there is some affordability considerations.

No

The town needs to consider purchasing vacant spaces that can be redeveloped rather than letting vacant blogs sit empty or junky houses. Don't go out developing new dirt you all have over built this community. Redevelop the junk you have.

Don't over build. Don't manipulate the free market beyond housing for employees built by employers. Solve other infrastructure and traffic problems first before adding more and more units

Any ADU

Allow the use of low-cost natural gas mandating energy efficient equipment for heating water heating and cooking. This will reduce the cost-of-living expenses.

No. Growth for the sake of growth hurts everyone. We already have high density areas particularly in West GWS. Adding more people will strain our already dilapidated infrastructure and overcrowded schools. Rental units don't put the burden of funding property tax supported services on the people that use them. WE ARE ALREADY MAXED OUT!!!

Traffic

Developments that include sufficient parking to minimize impacts to neighbors from additional housing

allow homeowners to build out existing garage's for adu for workforce housing.

We need an organized deed restricted program for the area.

Repair and fix up of old houses

everything needs to be deed restricted and resident occupied

Theres needs to be wayyyyy more commercial on bottom and residential on top style buildings. Far too many single story commercial buildings in Glenwood

A growth moratorium should be put in place

No

Density bonuses should not be allowed.

Additional ADUs where space and parking allow

Commercial downtown should be higher. 60 ft!

Not cutting down trees

mixed use with retail

Condominiumize existing structures into multi family housing that are restricted from short term rental. Deed restrict from short term rental to owner occupied or long term rentals

very concerned if you don't build a south bridge that things are getting too dense south glenwood. it's for safety, what's the hold up?

No more housing units.. we have enough Your ruining our beautiful tiwn

True affordable housing for employees at line level positions

No. We need high end development, not dense.

Units that provide the owner with flexibility in the future. For example, they have a house for their family now, but could build a small adu that they could live in when kids leave home, allowing them to occupy less space and rent the larger, now empty space to another family.

no

No. We do not have the infrastructure to support more density in our little town. We do not have parking, restaurants, and traffic is a nightmare in town. We do not have the infrastructure. This should not be a high priority for Glenwood Springs until the city addresses the traffic issues, the alternate routes out of town in the event of a fire or other catastrophic event, parking and lack of infrastructure available to current residents.

Change the lot size requirement for single family homes to 2500 square feet from 5000.. Most of the original township platted lots are 25x100. Keep front and rear setbacks as they are currently but reduce the side setbacks to 3' from 5'. Require a minimum square footage home of 1200.

Apartments and other rental opportunities with rent control/caps for affordability for full-time residents and local workers. More development that allows more flexibility for pet owners (without imposing 'pet rent' that does not get applied to any security deposits, etc.). Rental and condo developments with mixed-use/ground level business opportunities for small, non-chain businesses to help Glenwood's cultural development and opportunities as well.

A privately owned space used for public access. Park, community gathering, courtyard, etc.

Anything other than the large apartment/condo complexes.

There is already enough building on hill sides, more building could increase land side risks to established neighborhoods, unfortunately that is the only direction left.

Change required parking for each and every unit to 2 spots. Stop pretending that people won't have cars because they live next to a bus stop. Parking has become a major problem in so many neighborhoods.

Im sorry your maps dont have a point of reference besides the river. I found it impossible to make an informed decision with this obtuse information.

Not sure

No more building until infrastructure is addressed. HWY 82 and Grand Ave can't support increased growth. Road rage, increased traffic accidents, and no traffic enforcement (hopefully the recent hiring of one dedicated officer for traffic infractions will help) are making Glenwood Springs congested and undesirable.

Walking distance to transit

ADU's on 6000 Sq FT or more lots with parking for rent at an affordable rate. Possibly provide a waiver of sewer and/or water tap fees or other waiver for promise of affordability

My priorities are protecting the environment, minimizing development, and reducing traffic.

Na

no development should be considered until the traffic issues are

No

We really MUST solve the problem of only having one large grocery store -- yes, we need housing, but one grocery store simply is not enough. Natural grocers helps, but it is extremely expensive.

If you live near mass transit

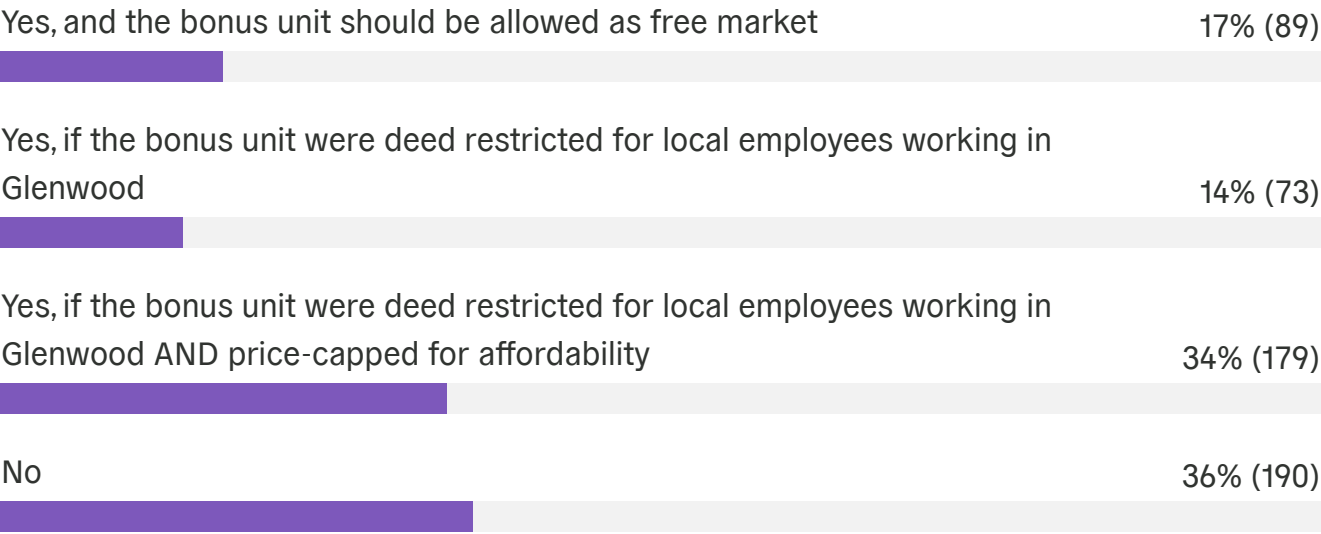
Nothing should "unlock" the density bonus. High-density infill should not need to have to jump through hoops. It should be a use-by-right.

You have missed defining the problem. Already, most city workers do not live in GWS due to expense You do not define “affordable housing“ Yes the need is great and always has been (I’ve lived here since 1979) Rentals went away with the advent of VRBOs The city keeps inviting more and more people here, but the current infrastructure can’t support it The city is all about spending lots of money and time on expensive projects the people don’t want, but caters to the tourists Build it, they will come The city has nearly lost its soul due to money over quality of life Long time locals can no longer enjoy the lovely town that GWS once was The reason that tourists have visited our town for over 125 years

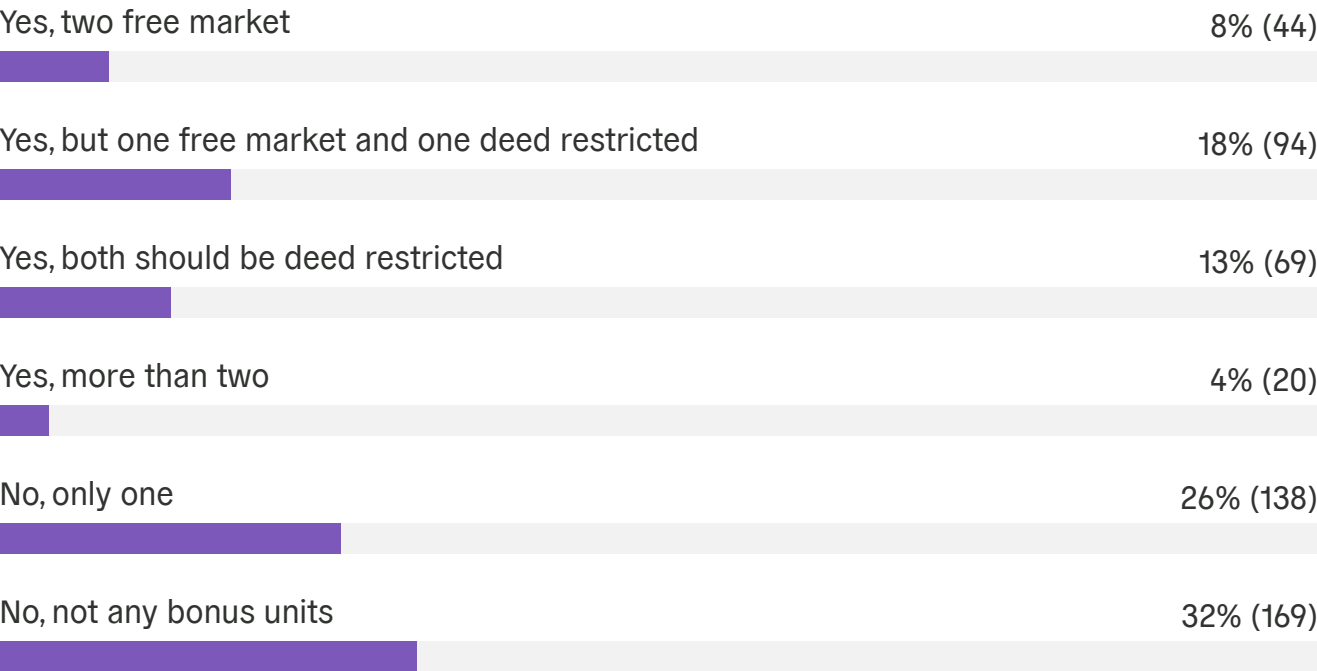
Green building and smart growth

Allow development on smaller lots. Like 2500 sqft lots.

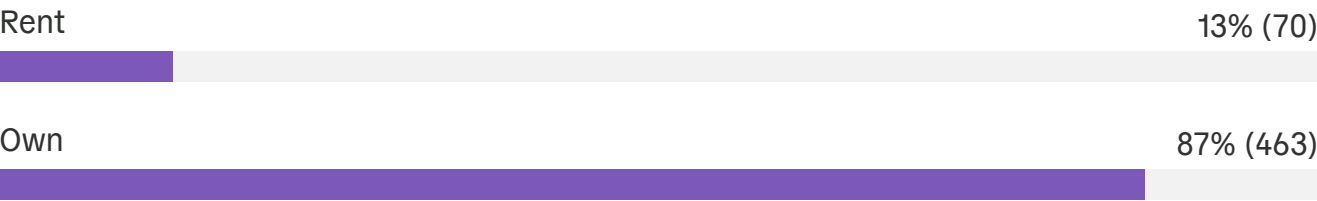
Considering the development type options in question 6, and including any "other" types you provided in question 7, would you be in favor of allowing a density bonus for these projects? Again, this would allow property owners to have more dwelling units on their property than they would ordinarily be allowed.



Would you support allowing more than one bonus unit?



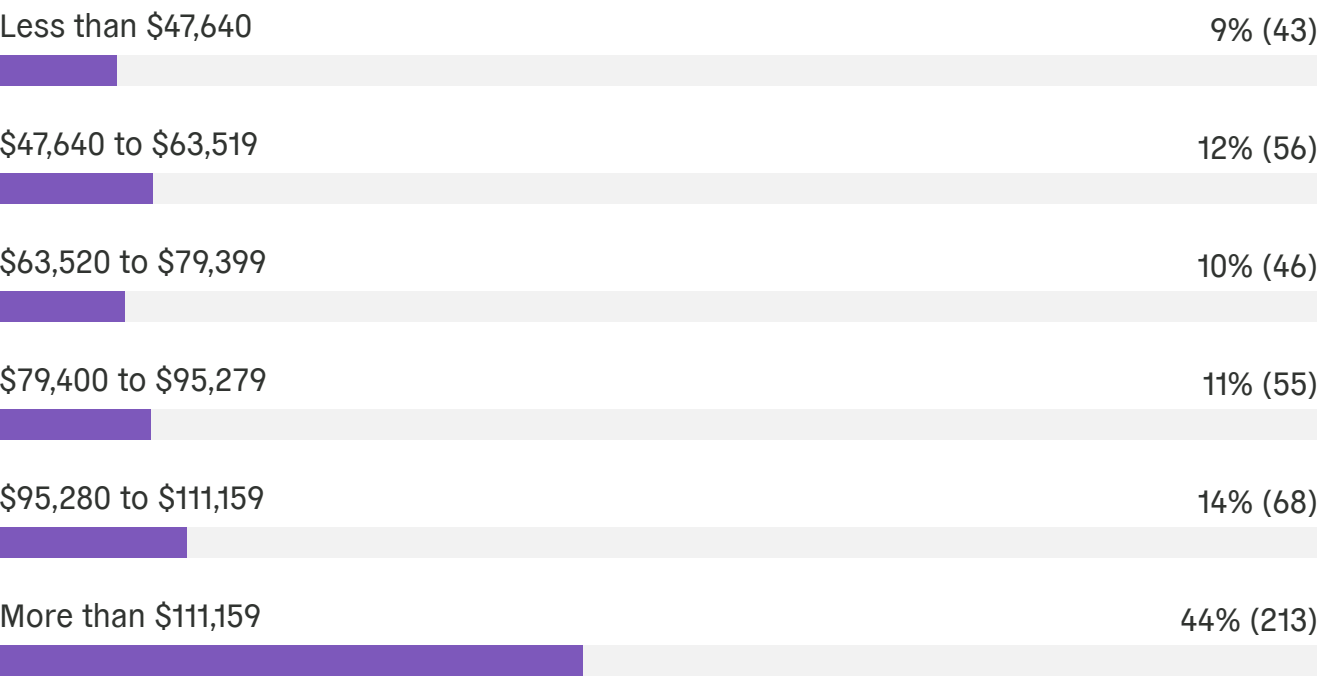
Do you rent or own your home?



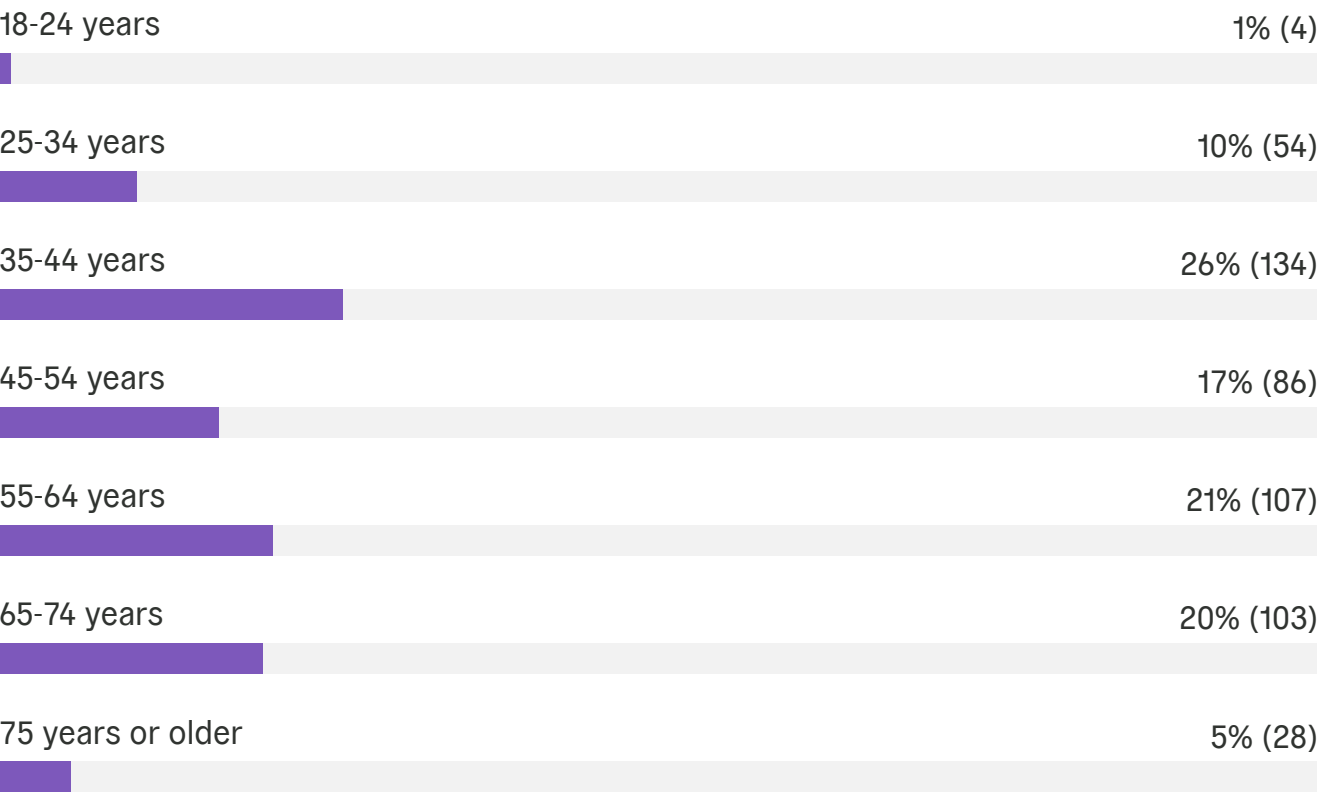
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners’ association (HOA) fees)?



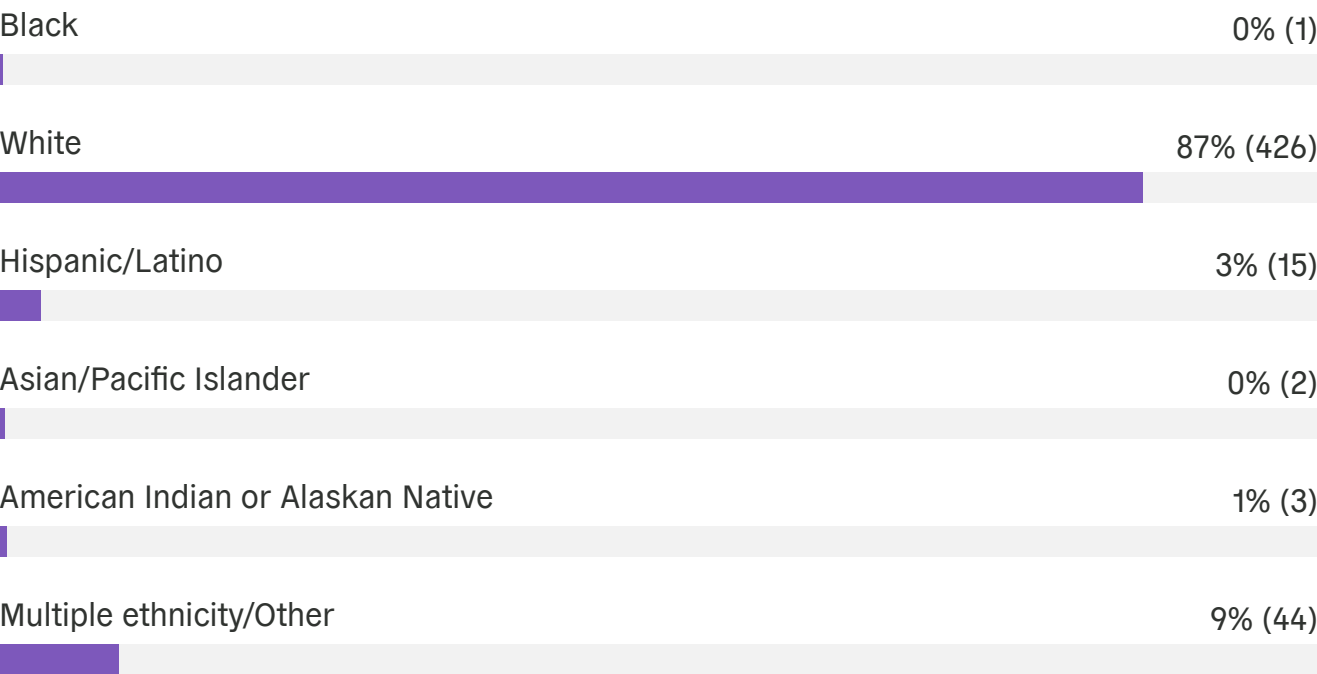
How much do you anticipate your household’s total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)



In which category is your age?



How do you identify your race or ethnicity?



housing design will address livability, maintenance, health, safety concerns, climate, lifestyle, and the needs of the types of household the units are intended to serve. Amenities add to the livability of a unit; however, costly amenities are strongly discouraged. Energy efficient design, construction, appliances and heating systems are encouraged so that the long-term affordability of community housing is enhanced. Structured parking is encouraged, as are balconies, decks and small yards to enhance livability.

Community housing units shall comply with all local codes. If market rate units include features such as kitchen cabinets, countertops and dishwashers, disposals, air conditioning and energy efficient windows, it is expected that the community housing units will contain similar features.

The following features are considered standard features that must be included in a community housing unit and for which the developer shall not charge extra:

- Kitchen range/oven
- Kitchen refrigerator
- Dishwasher
- Hook-ups for clothes washer and dryer
- Central heating system

The Administrator will review the plans for the units to assure that there are similarities between the market rate and community housing units and inspect them upon completion to assure all promised features are included in the units.

K. Incentive and Fee Waivers

1. Incentives and fee waivers for developments with inclusionary housing are stated in 070.045.080
2. Incentives for community housing units – The City of Glenwood Springs is interested in promoting more affordable housing; therefore, any residential or mixed use development proposing to create one or more residential units that provide community housing units may be entitled to incentives as outlined in Section 070.045 of the Glenwood Springs Municipal Code.
 - a. Density Bonus. As part of any new residential or mixed-use development, the City may offer a density bonus.
 - i. Developments proposed in Residential Zones shall be limited to one additional unit then the zoning would otherwise allow.

- b. **Site Design Flexibility.** Provided that the housing goals and eligibility requirements are met and provided that the intents and purposes of this Title are not compromised, the City may consider flexible application of design standards including, but not limited to minimum lot size, building height, lot coverage, impervious coverage, setbacks and landscaping. Parking requirements shall not be included for flexibility consideration.
 - i. Building height flexibility is limited to granting one additional floor no greater than twelve (12) feet in height.
 - ii. In reviewing a site design flexibility application the approving body shall find that the request meets all of the following criteria, as included in of Section 070.060.070(a) of the Municipal Code;
 - 1. The flexibility request does not harm the public health, safety, or welfare; and
 - 2. The flexibility requested is in general conformance with the Comprehensive Plan and with the stated purpose and intent of the Code including the specific regulation for which the flexibility is sought; and
 - 3. The flexibility requested will not violate building or fire code requirements.
- c. **Public-Private Partnerships.** The City may participate in, or facilitate participation with other governmental entities regarding financing or purchasing of Community Housing units directly from the applicant or by other means of subsidy or participation.
- d. **Tax Rebate or Reduction.** The City Council may at its sole discretion waive, reduce or rebate property, construction use, or other tax applicable to the project.

L. Deed Restrictions

In order to ensure that there is an on-going supply of affordable housing in Glenwood Springs, all community housing units will carry a re-sale or rental deed restriction or other form of covenant that guides the future sales of these homes. The deed restriction will be provided by the Administrator and will be executed by the developer. The deed



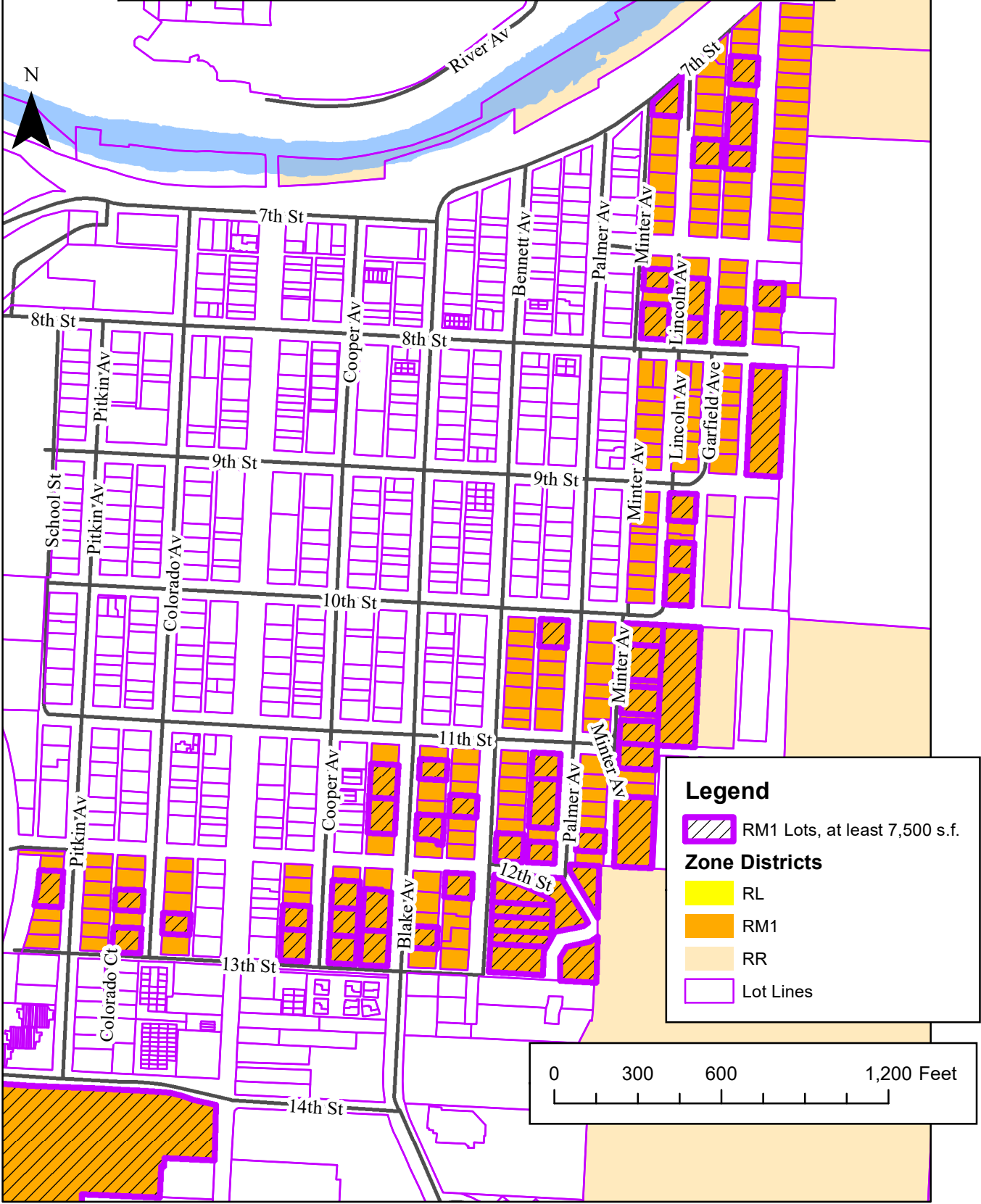
2023 Income Limit and Maximum Rent Tables
for All Colorado Counties
20% to 120% of Area Median Income (AMI)

HUD Effective Date: May 15, 2023

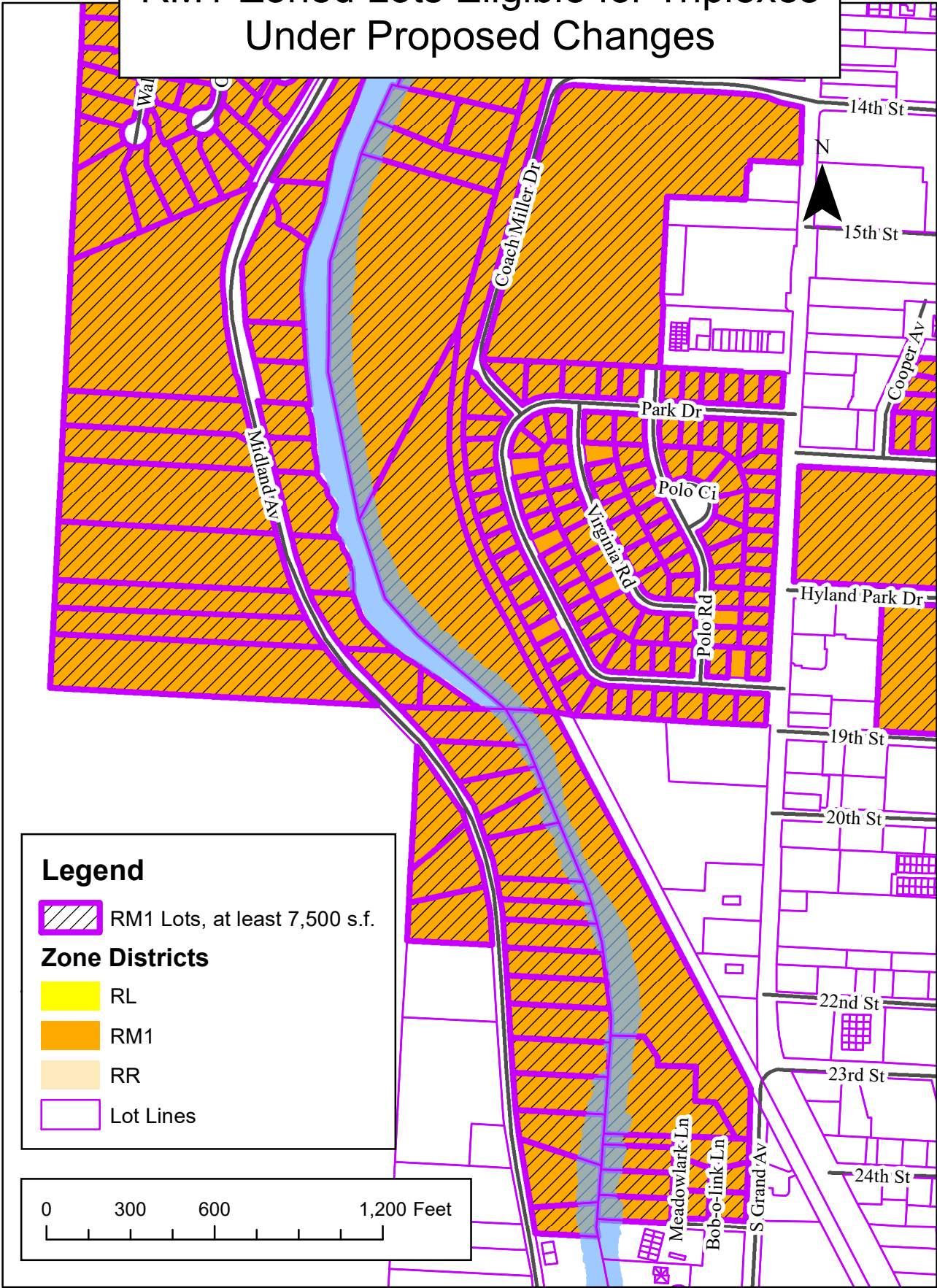
- The IRS allows Housing Tax Credit projects that placed in service as of 12.31.2008 to use higher HERA Special limits.
- All Housing Tax Credit and CHFA Loan projects are "held harmless" from limit decreases. To be "held harmless," a project must be in service before 06.29.2023.
- Housing Tax Credit and CHFA Multifamily Loan projects whose counties experienced a decrease in 2023 limits and that place in service before 06.29.2023 may continue to apply the same limits used in 2022.

County	HERA	AMI	2023 Maximum Rents					2023 Income Limits							
			0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Fremont		120%	1,827	1,957	2,349	2,715	3,030	73,080	83,520	93,960	104,400	112,800	121,200	129,480	137,880
Fremont		100%	1,522	1,631	1,957	2,262	2,525	60,900	69,600	78,300	87,000	94,000	101,000	107,900	114,900
Fremont		80%	1,218	1,305	1,566	1,810	2,020	48,720	55,680	62,640	69,600	75,200	80,800	86,320	91,920
Fremont		70%	1,065	1,141	1,370	1,583	1,767	42,630	48,720	54,810	60,900	65,800	70,700	75,530	80,430
Fremont		60%	913	978	1,174	1,357	1,515	36,540	41,760	46,980	52,200	56,400	60,600	64,740	68,940
Fremont		55%	837	897	1,076	1,244	1,388	33,495	38,280	43,065	47,850	51,700	55,550	59,345	63,195
Fremont		50%	761	815	978	1,131	1,262	30,450	34,800	39,150	43,500	47,000	50,500	53,950	57,450
Fremont		45%	685	734	880	1,018	1,136	27,405	31,320	35,235	39,150	42,300	45,450	48,555	51,705
Fremont		40%	609	652	783	905	1,010	24,360	27,840	31,320	34,800	37,600	40,400	43,160	45,960
Fremont		30%	456	489	587	678	757	18,270	20,880	23,490	26,100	28,200	30,300	32,370	34,470
Fremont		20%	304	326	391	452	505	12,180	13,920	15,660	17,400	18,800	20,200	21,580	22,980
Garfield		120%	2,085	2,233	2,679	3,096	3,453	83,400	95,280	107,160	119,040	128,640	138,120	147,720	157,200
Garfield		100%	1,737	1,861	2,232	2,580	2,877	69,500	79,400	89,300	99,200	107,200	115,100	123,100	131,000
Garfield		80%	1,390	1,489	1,786	2,064	2,302	55,600	63,520	71,440	79,360	85,760	92,080	98,480	104,800
Garfield		70%	1,216	1,302	1,562	1,806	2,014	48,650	55,580	62,510	69,440	75,040	80,570	86,170	91,700
Garfield		60%	1,042	1,116	1,339	1,548	1,726	41,700	47,640	53,580	59,520	64,320	69,060	73,860	78,600
Garfield		55%	955	1,023	1,227	1,419	1,582	38,225	43,670	49,115	54,560	58,960	63,305	67,705	72,050
Garfield		50%	868	930	1,116	1,290	1,438	34,750	39,700	44,650	49,600	53,600	57,550	61,550	65,500
Garfield		45%	781	837	1,004	1,161	1,294	31,275	35,730	40,185	44,640	48,240	51,795	55,395	58,950
Garfield		40%	695	744	893	1,032	1,151	27,800	31,760	35,720	39,680	42,880	46,040	49,240	52,400
Garfield		30%	521	558	669	774	863	20,850	23,820	26,790	29,760	32,160	34,530	36,930	39,300
Garfield		20%	347	372	446	516	575	13,900	15,880	17,860	19,840	21,440	23,020	24,620	26,200

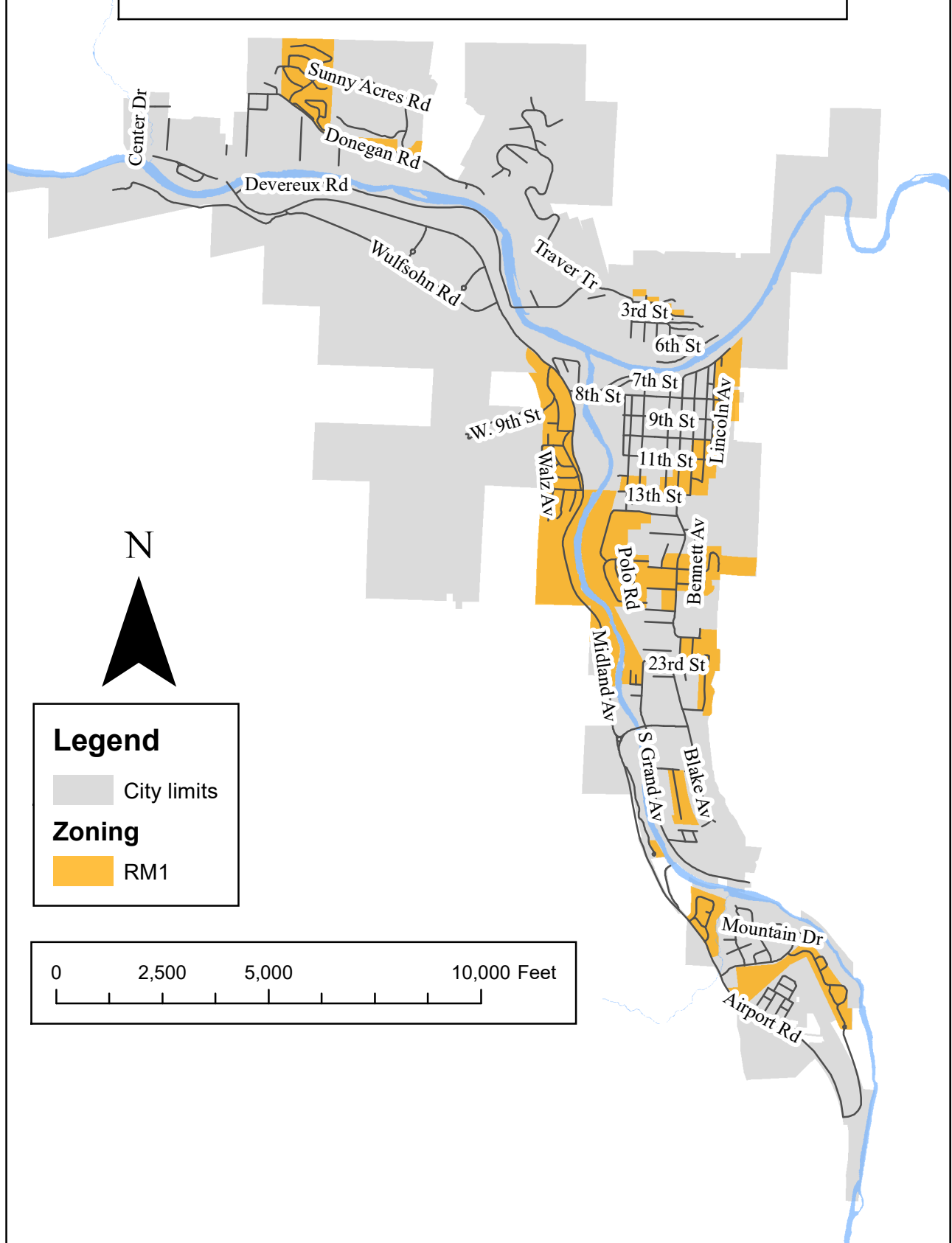
RM1-Zoned Lots Eligible for Triplexes Under Proposed Changes



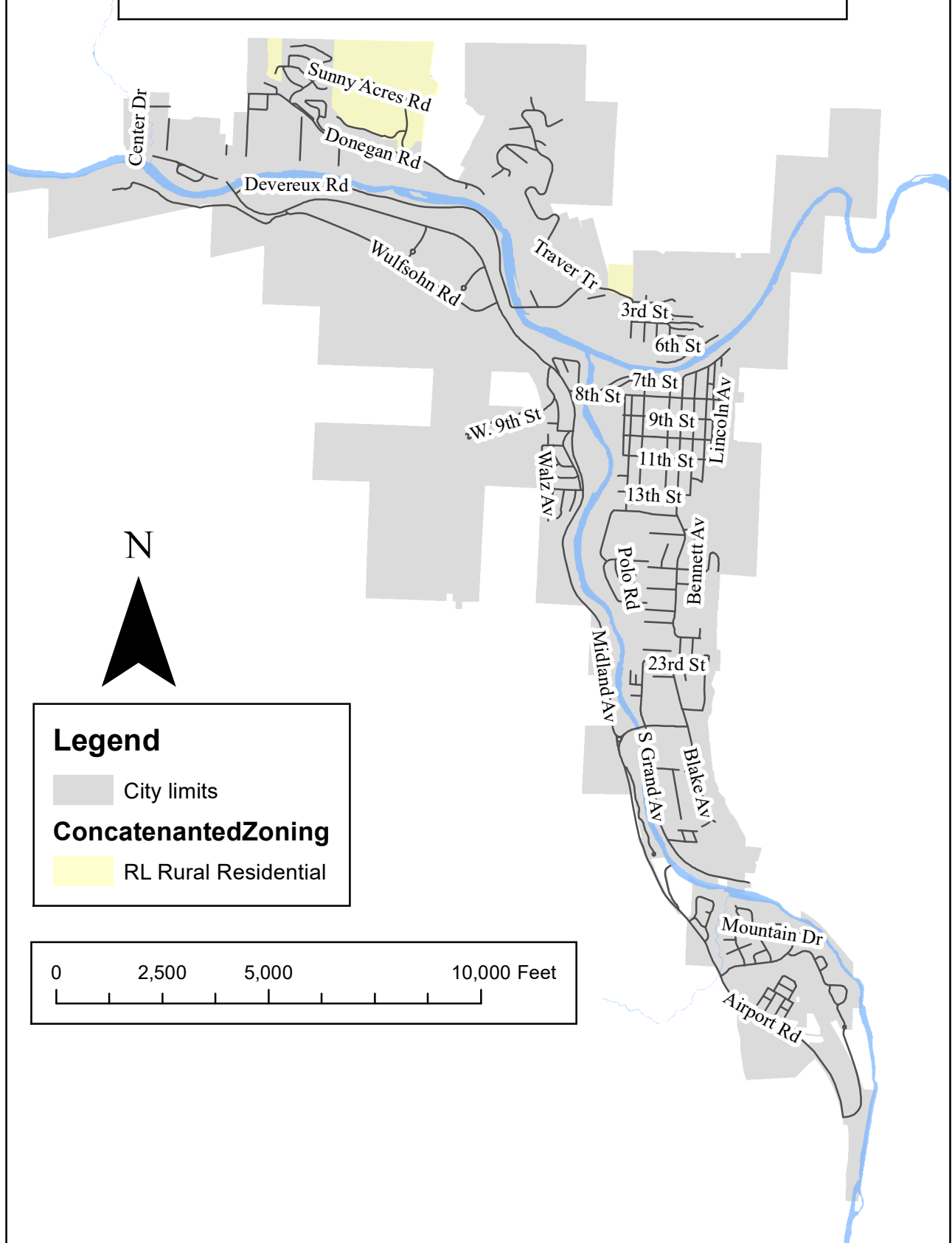
RM1-Zoned Lots Eligible for Triplexes Under Proposed Changes



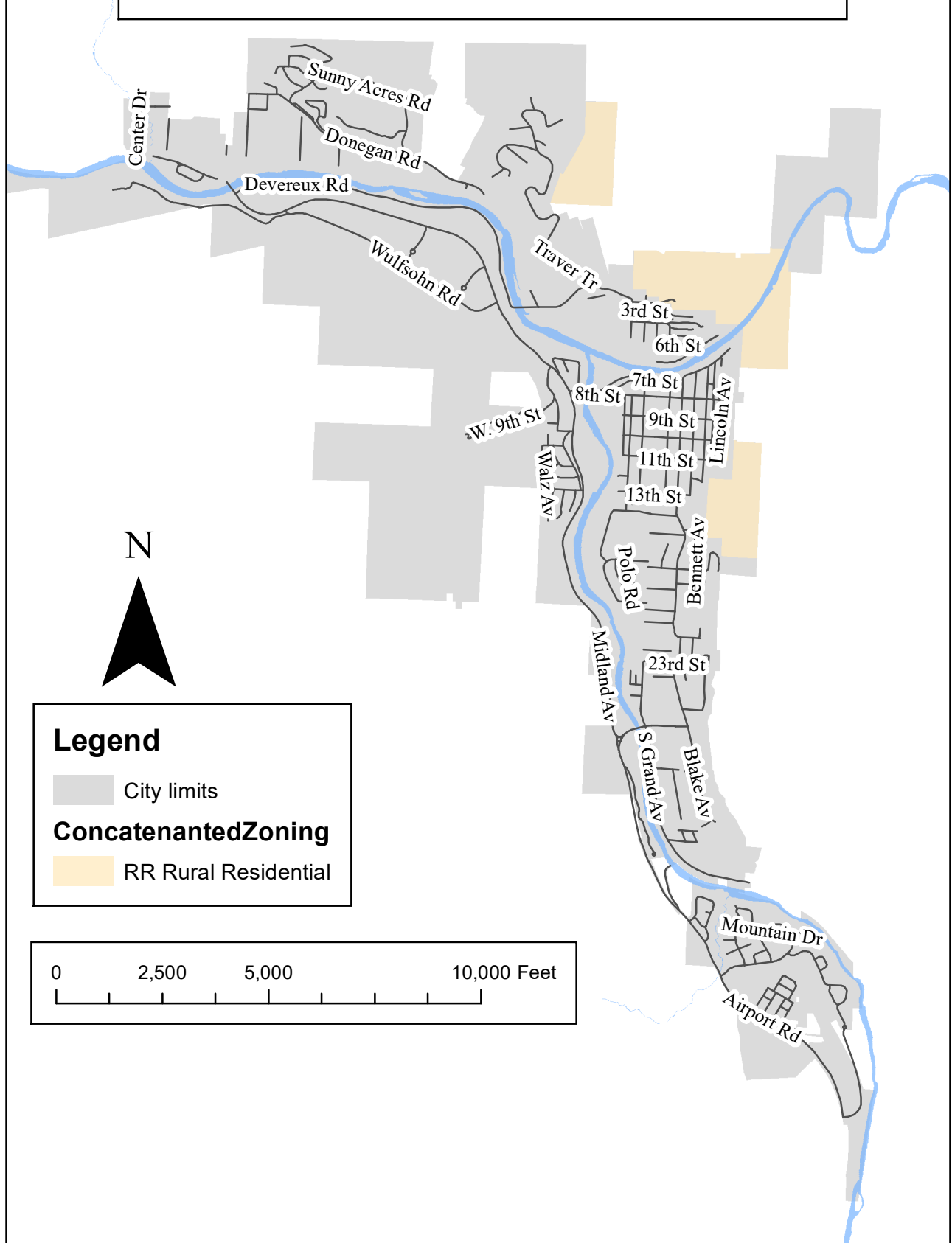
RM1-Zoning in Glenwood Springs



RR Zoning in Glenwood Springs



RR Zoning in Glenwood Springs



Please take notice that the Glenwood Springs City Council will conduct a public hearing to consider Code Text Amendments to Municipal Code Title 070, including but not limited to Sections 070.020, 070.030.020, and 070.45 related to allowed uses and residential dimensional standards. These Code Text Amendments may apply City-wide or may apply only to certain areas of Glenwood Springs.

The public hearing will be held on November 16, 2023, at 6:15pm at City Hall, 101 W. 8 th Street in Glenwood Springs. Additional information on the hearing and proposed amendments is available for review at the Planning Department by calling (970) 384-6404.

The City of Glenwood Springs ensures meaningful access to City programs, services, and activities to comply with American Disabilities Act and reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids and services. To request these services, contact Bryana Starbuck, Public Information Officer, bryana.starbuck@cogs.us or 970-309-7521.

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HARVARD
UNIVERSITY



ALEXANDER VON HOFFMAN

Senior Research Fellow

Alexander von Hoffman is a Senior Research Fellow and a Lecturer in the Urban Planning and Design department at the Harvard Graduate School of Design. An historian by training, he is the author of...

SINGLE-FAMILY ZONING: CAN HISTORY BE REVERSED?

Tuesday, October 5, 2021 | Alexander von Hoffman

Single-family zoning has a target on its back. Long condemned for creating suburban sprawl and excluding Black Americans, immigrants, and low-income people from residential districts, it has now come under attack for limiting the supply of affordable housing. Declaring that “the housing affordability crisis is undermining the California Dream for families across the state,” California Governor Gavin Newsom recently signed [legislation that eliminated single-family zones](#) by allowing up to four units on existing single-family residential lots. The [city of Minneapolis](#) and the [state of Oregon](#) have already passed similar measures, and planners across the country hope to do the same elsewhere. The history of zoning in the United States, however, suggests that it will take more than simply removing single-family zoning to increase the supply of housing enough to bring prices down.

In nineteenth-century America, before cities instituted zoning, builders of homes were lightly regulated. As urban populations grew and diversified in income, subdividers and builders carved up tracts into larger and smaller lots depending on the value of the land and the wealth of the buyers they hope to attract. Single-family houses on their own lots were – and still are – the most preferred type of home. For working-class households, such homes could be modest – a workers’ cottage, shotgun house, or simple frame house located on an alley or behind another house. In more densely settled neighborhoods, city residents made their homes in boardinghouses, or, as tenants or owners, in duplexes, three-deckers, and other small multifamily buildings, which were frequently designed to resemble nearby single-family houses. Where demand was high enough, developers would build apartment buildings, ranging from luxury apartments to working-class tenements, such as those inhabited by immigrants on New York City’s crowded Lower East Side.

In the early twentieth century, Progressive reformers imported the practice of land use zoning from Germany in order to provide working-class families with low-density housing on the urban outskirts. Almost immediately, however, upper-income white property owners, developers, and local officials seized on it as a way to protect subdivisions from factories and people of a different race, ethnicity, or class. Although the [1917 Buchanan v. Warley Supreme Court decision](#) prohibited zoning by race, in 1926 the Court gave its blessing to zoning that segregated land uses and building types. [In Euclid v. Ambler, the Court endorsed single-family zones](#) on the grounds that they excluded “parasite” apartment buildings that blighted neighborhoods and lowered property values.

Single-family zoning had its greatest impact in the suburban boom that took place in the decades after World War II. Fueled by generous loans guaranteed by the Federal Housing Administration (FHA) and the Veterans Administration (VA), the residential development of unbuilt upon areas – “greenfields,” such as old farms – generally took the form of single-family houses on individual lots, the overwhelming choice of Americans moving to the suburbs. Developers catered to this taste, carefully calibrating the size of lots and houses at price points for different income groups. With the encouragement and approval of the FHA, developers such as William Levitt explicitly barred Black Americans and, in some cases, Jews from buying into their subdivisions. This and other inequitable practices, such as redlining, fostered long-lasting patterns of racial segregation in the suburbs that persisted even after 1968 when the federal Fair Housing Act and [the Supreme Court decision in Jones v. Mayer prohibited discrimination in real estate](#)

[transactions](#). Town officials around the country codified the stratified development patterns by adopting single-family zoning to preserve them.

No matter what size home and yard they possessed, suburbanites felt they had a stake in maintaining the social or physical characteristics of their neighborhoods. To ensure that new development would serve only high-income brackets, suburbs commonly imposed large minimum house-lot sizes, often up to three acres but sometimes upwards of ten. Over time, many came to see any new development as a threat to their quality of life.

Local officials responded by making it more difficult for home builders to obtain construction permits. From the 1970s onwards, they implemented measures that impeded or blocked new construction in the name of saving nature, a process that the late Bernard Frieden, a longtime professor of urban planning at MIT and former director of the Joint Center for Urban (now Housing) Studies described as “[the environmental protection hustle](#).” Under the guise of preventing sprawl, suburban cities and towns began imposing outright limits and moratoria on new construction to slow or discourage development. In addition, building department officials, civil engineers, and fire marshals each imposed increasingly demanding requirements on new residential development.

In the twenty-first century, municipalities in many large metropolitan areas continued to impose [non-zoning anti-growth measures](#). These included not only environmental and building codes as before, but also requirements for project approval from two or more government entities, exaction fees for developers, and formal design review. Such restrictions constrained development and thus contributed to the rise in housing prices.

Meanwhile, a movement to increase density and remove barriers to housing development – sometimes called YIMBY (Yes, In My Backyard) – has brought about the recent single-family zoning bans as well as [new rules to allow accessory dwelling units in single-family houses in states and localities](#) (notably in Oregon, California, and Connecticut).

But the efforts to get rid of single-family districts have not addressed the plethora of obstacles to residential development on a scale that would affect housing prices. [Minneapolis, Emily Hamilton has noted, failed to increase the allowable height or size of new buildings](#), in effect precluding large multifamily structures. In Oregon, zoning reform allows municipalities to require large lot sizes. [California’s new law allows local jurisdictions to impose owner occupancy restrictions on](#)

subdivided lots, leaves local zoning and design requirements in place, and exempts lands that have been deemed prime farmland, wetlands, or part of a conservation plan.

The new zoning rules usually allow building up to four units on a previously single-family lot, a small number that will likely mean that most new development will be done one lot at a time by homeowners and small-scale builders – a slow process. Beyond the issue of volume, it remains to be seen whether the units inserted onto existing lots will satisfy the persistent desire of Americans, especially millennials starting families, for a free-standing house with a yard.

Merely eliminating single-family zoning, history suggests, is unlikely to increase housing stock significantly. To unleash residential development will require peeling back layers of regulations that have accrued over the decades. That could mean reducing minimum lot sizes, relaxing overly stringent construction and site requirements, easing design reviews, and rolling back some environmental controls, including certain provisions for wetlands and open space. The political efforts necessary to reverse such entrenched practices, however, will be formidable, so the recent laws against single-family zoning are but the first steps in a long march.

Image source: University of Southern California Libraries & California Historical Society.

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<https://www.bloomberg.com/news/articles/2020-07-29/to-add-housing-zoning-code-reform-is-just-a-start>

City Lab

Perspective

Want More Housing? Ending Single-Family Zoning Won't Do It.

To add more affordable “missing middle” homes, cities need to change parking requirements and limits on building and lot size, too.



Baltimore's famed rowhouses once defined that city's affordable housing stock.

Photographer: Todd Webb/Hulton Archive

By Emily Hamilton

July 29, 2020 at 8:06 AM MDT

Before Covid-19 took hold of the national consciousness, the YIMBY movement — of those saying “Yes In My Backyard” to housing development — appeared ready to go mainstream. More and more people recognized that NIMBYism run amok and codified into local laws leads to fewer housing options, drastically raising prices in cities and towns alike, and contributing to inequality. Now, in a time of pandemic-driven budget cuts and unemployment, the importance of housing affordability is growing.

Policy makers can deliver it, and without budget outlays, by simply allowing more housing — particularly low-cost housing — to be built. But the path to housing abundance isn’t quite as easy as some recent reforms, narrowly focused on one particular type of zoning, might lead us to believe. Separating the long-conflated ideas of owning or renting *housing* from securing a large and expensive piece of *land* will require more effort.

Encouragingly, city and state leaders from California to Virginia have been pushing forward, focused on loosening the stranglehold of single-family zoning rules — those banning all but detached houses on their own plots of land — that dominate most residential land in the country. The oversize emphasis on ending this zoning, however, distracts from the other barriers to building more homes at lower prices in the places Americans want to live. The housing affordability coalition must address the entire suite of regulations that stymie new, low-cost construction.

What's needed is more "[missing middle](#)" housing. The term refers to [any low-rise construction](#) that is denser than detached houses: backyard cottages, townhouses, small walk-up apartment buildings. In 19th and early 20th century American cities, it was the bread-and-butter of moderate-income housing. Think of Boston's "[triple deckers](#)," Atlanta's midtown fourplexes and sixplexes, and Baltimore's [rowhouses](#).

Although single-unit zoning limits these useful types of housing, so do myriad other restrictions on how and where housing can be built: minimum lot size requirements, parking requirements, height limits and more.

Take Minneapolis. In 2019, city leaders there became the first to [eliminate single-family zoning](#). Its code was amended to allow triplex construction on all land that was previously designated for detached homes only. This was a huge step. Yet plenty of rules still stand in the way of new multifamily housing.

The reform was not paired with any increase in allowable height or size for structures themselves. So three units can now be built where only one was permitted before, but the allowable built space is the same. It remains to be seen how profitable it will be for homeowners or builders to subdivide houses or build two or three new units that are much smaller than a single-unit house would be permitted to be. Allowing larger buildings could make more triplex conversions more comfortable and profitable.

Last year, Oregon became the first state [to preempt single-family zoning](#) by requiring localities with at least 10,000 residents to allow duplexes, and in some cases fourplexes, on each lot. However, this reform didn't change the broad authority municipalities have to block certain types of housing, like requirements that homes be built on large lots with significant open space around each new structure. On large lots, duplexes or fourplexes can come with the downsides of attached housing (like noisy neighbors) without the benefits of a dense neighborhood (like living within walking distance of amenities).

Houston's rules ensure that three new units can be spacious, useful and an improvement on the detached houses they replace.

For a proven reform, look at Houston, arguably the most pro-housing city in the country. It doesn't have use-zoning, which means that housing — including apartments and other multifamily housing — is permitted anywhere private covenants don't restrict it. In 1998, Houston policy makers reduced the minimum-required lot size for a house from 5,000 square feet down to 1,400 square feet on all of the land within the city's I-610 loop. This made it possible to replace a single-family house with three. In 2013, the 1,400-square-foot minimum lot size requirement was expanded to cover the entire city.

Thousands of townhouses have since been built that wouldn't have been permitted before. Houston now boasts a median home price below the national median in spite of decades of rapid job growth and increasing population. A typical house in Houston costs less than

\$200,000, compared with nearly \$300,000 in Atlanta or a staggering \$680,000 in San Diego. In other booming cities, more jobs and new residents have led to skyrocketing prices but few new homes.

On paper, Houston's decision to reduce minimum lot sizes seems similar to eliminating single-family zoning and allowing more than one unit per lot. The difference is that Houston's other flexible land-use regulations allow homebuilders to deliver those new units in a cost-effective and desirable way. Houston's rules ensure that three new units can be spacious, useful and an improvement on the detached houses they replace.

The crucial first steps taken in Minneapolis, Oregon and elsewhere might signal more changes down the road. But if dozens of rules limit where and how new housing can be built, getting rid of one constraint doesn't accomplish much.



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An example from New Jersey illustrates the importance of small details in land use policy. Palisades Park, a small town not far from Manhattan, has two-family zoning across the majority of its land. Duplexes, either side-by-side or stacked, are permitted on the same minimum lot size as is required for single-family homes. As a result,

the majority of housing units are duplexes, and Palisades Park has accommodated a doubling of its population through infill development. Other nearby localities allow two-family homes only if they sit on larger lots than single-family homes, or if they're arranged one on top of the other rather than side-by-side. These other jurisdictions have seen less two-family construction and are doing less to accommodate regional population growth.

Tweaking zoning codes doesn't necessarily make housing construction feasible at lower price points. Leaders can't always know what type of housing homebuilders in their locality will be able to profitably build. This depends on local demand, the existing housing stock and the milieu of regulations. That's why reforms that appear to allow more housing to be built on paper may not result in the flexibility homebuilders actually need.

When that's the case, and housing supply and affordability aren't moving in the right directions, leaders need to identify whatever unnecessary barriers to low-cost construction remain.

[Emily Hamilton](#) is a research fellow and director of the Urbanity Project with the Mercatus Center at George Mason University.

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ZONING

Despite Multiple States Abolishing Single-Family-Only Zoning, Very Few Duplexes and Triplexes Are Being Built

A new report illustrates that the middle of the housing market is still missing.

CHRISTIAN BRITSCHGI | 3.14.2023 4:05 PM



(Creative Caliph/Dreamstime.com)

Duplexes, triplexes, and fourplexes remain a small fraction of overall home construction despite several states' passage of reforms legalizing this type of "missing middle" housing in all residential neighborhoods.

"Multifamily development projects have been growing in size," wrote Apartment List researchers Chris Salviati and Rob Warnock in a new report parsing U.S. Census Bureau building permit data. "From 1990 to 2009, 18 percent of multifamily units permitted were in buildings with two to

four units; from 2010 to 2022, this type of 'missing middle' housing accounted for just 8 percent of multifamily building permits."

In 2022, local jurisdictions permitted 52,735 homes in two- to four-unit buildings. That's a paltry 3 percent of overall construction. It's an increase in raw numbers from the 2010s when the country was typically permitting under 40,000 missing middle units per year but a drop in the share of permitting for new housing. That drop is partially explained by a boom in larger multifamily construction.

Still, these permitting figures also speak to the slow start, and often disappointing results, of missing middle reforms that have passed thus far.

Three states now, Oregon, California, and Maine, have passed bills allowing at least duplexes on almost all residential land statewide. On a local level, Minneapolis garnered a lot of attention for being the first jurisdiction in the country to eliminate single-family-only zoning in late 2018.

Minneapolis implemented its reforms in 2020. Portland, Oregon, implemented state-level reforms in August 2021. (Other jurisdictions in the state had until June 2022 to act.) California's S.B. 9, which legalized duplexes and lot splits, went into effect in January 2022.

(Maine gave municipalities until July 2023 to implement that state's missing middle reforms.)

This means we have at least a year's worth of these reforms being in effect in most places that have adopted them. The evidence so far suggests that they're doing little to boost housing production.

In January, the University of California, Berkeley's Turner Center for Housing and Innovation found that construction activity related to S.B. 9 was "limited or non-existent" in a survey of 13 cities where those kinds of projects should have been most feasible. Los Angeles approved just 38 S.B. 9 applications for duplexes and lot splits. San Francisco approved only four.

Things are going somewhat better in Portland, Oregon. From August 2021 to February 2022, missing middle reforms led to 127 new units in formerly single-family-only zones, of which 36 units were accessory dwelling units.

The abolition of single-family-only zoning in Minneapolis led to the construction of 104 new duplex and triplex units in the first two years post-reform.

The modest increase in housing production can be largely explained by how marginal many of these missing middle reforms have been.

Often, cities will legalize missing middle housing without allowing the new multi-unit buildings to be much larger than the single-family homes they'd replace. That means a builder faces all the costs of tearing down an old unit without the ability to add much additional revenue-generating floor space.

One explanation for Portland's relative success at building missing middle housing is that it provides a schedule of density bonuses whereby duplexes can be larger than single-family homes, triplexes can be larger than duplexes, and so forth.

Nevertheless, all these structures have to be smaller than the single-family structures Portland's zoning code used to allow.

Another problem facing missing middle home construction is a whole thicket of nonzoning rules and practices that assume new construction will either be single-family homes or larger apartment buildings.

For instance, California's S.B. 9 legalized duplexes and lot splits on single-family zoned properties. But missing middle builders report that some utility companies in the state will only allow one metered connection per single-family property.

It's a similar problem in Portland. The state has both legalized fourplexes and expedited the process for dividing single-family properties into multiple fee simple lots.

That latter reform should theoretically expand the market for fourplexes, as they can be chopped up and sold like traditional single-family homes. (The alternative is that people have to rent them or buy into a condo association.)

But existing requirements that each individual property comes with a separate water line can make these lot divisions both physically impractical and financially infeasible on the city's typically sized single-family lot.

"We don't know if it's going to be possible to get four sewer taps in that 50 feet of street frontage," Eric Thompson, a missing middle developer in Portland, told *Reason* last year. Each tap can also cost as much as \$10,000. "That really acts as a tax."

The Turner Center report notes that everything from fees, building codes, and subdivision rules can also make S.B. 9–style duplexes difficult or infeasible to build. These headwinds can all surface in jurisdictions that are genuinely trying to implement state-level zoning reforms instead of cynically undermining them.

Missing middle reforms have been justified as a way of making housing more affordable. More units per property allow land costs to be split across a greater number of households. More supply overall will lower prices.

The Apartment List report underscores the truth of that latter statement.

"The nation's most expensive markets—e.g. New York City, Boston, San Francisco, and Los Angeles—demonstrate clearly how they got that way. Namely, by building new housing at extremely low levels for decades, in spite of booming demand," write Salviati and Warnock.

Those listed cities have far lower rates of per capita building than booming, more affordable Sunbelt metros like Phoenix, Dallas, and Houston.

A number of state legislatures are considering missing middle reforms this year. The fewer existing regulations they leave in place, the more they'll play their intended role in boosting housing supply.

CHRISTIAN BRITSCHGI is a reporter at *Reason*.

ZONING AFFORDABLE HOUSING
POLICY OREGON CALIFORNIA MAIN MINNESOTA

Comments to Glenwood City Council for their 11-16-23 meeting regarding Agenda Item 10

My name is Ray Schmahl, I live at 403 Sunny Acres Rd. and have had that residence as my primary residence since 1997. Glenwood Springs has been my home town since 1984. When I moved here with my family I could not afford to buy a home despite relatively depressed prices as a result of the Exxon exit from the oil shale project in Parachute.

You should have, in your packet, a letter I wrote responding to the Staff recommendation to the P&Z Commission. Since writing that letter I've tried to understand how such an extreme recommendation could be made by staff and subsequently approved by P&Z. I watched and listened and endured the staff presentation to P&Z on You-tube, twice.

When I first reviewed the P&Z staff recommendation to P&Z Commission I was dumbfounded as to how anybody could condemn the west Glenwood area north of Donegan Road to a higher density. It made no sense to me in light of the issues outlined in my previous "Response to...Planning Item 39-23". All of the points in that letter remain valid. What I've found since that letter, while trying to understand how such a recommendation as Planning Item 39-23 could be recommended, is a demented, socialist, intellectually immature, politically motivated movement to eliminate the single family residential zoning designation everywhere in Colorado. The conclusion that single family residential zoning has been "racist and classist" in its historical application and therefore should be abolished seems to be the basic motivation for the recommendation of Planning Item 39-23. All of the bonus density incentives and various zone modifications along with the misrepresented poll results are a lot of smoke and mirrors disguising the real impact area. An honest reverse engineering of the P&Z recommendation would show that very few properties could support the increased density in light of the other restrictions regarding space for set-backs, landscaping and parking. Except for the area north of Donegan Road.

Aside from the social-equity topic raised in the previous paragraph there are reality based factors that neither Council nor their commissioned recommending entities can alter. Glenwood Springs is a very desirable place to live and has very limited physical capacity to accommodate more residential living spaces. Could Glenwood support a modest 3% of the Colorado Front Range population who would rather live here? That would be about 145,000 more people. How about 1%? That would be about 50,000 more people, all according to the 2020 census numbers. If you apply those same percentages to the national population it becomes ludicrous. But if you assume that just ¼ of 1% of the population of the United States would and could move to Glenwood if there were more housing available, that is a staggering 800,000 people. While all of those numbers are preposterous for Glenwood to consider facilitating, they are not at all unreasonable for recognizing the potential demand that the free market would support. Destroying the open space that currently exists in west Glenwood north of Donegan Road will do nothing to materially change the demand and therefore price of living units available.

While approving P&Z Planning Item 39-23 may make some ideologues feel better and may increase the potential for political advancement of some city staffers it will accomplish nothing toward “affordable housing” due to increased supply. On the other hand approval as recommended would have forever negative impacts to the existing residents, visitors, infrastructure and wildlife.

I sincerely hope that Council will resist their otherwise good intention to “do something” and heed the doctors’ creed to first do no harm.

With best intentions,

Ray Schmahl

November 13, 2023

Watkins Fulk-Gray

From: Shirley Fockler <shirleyafockler@gmail.com>
Sent: Monday, November 13, 2023 4:46 PM
To: Shelley Kaup; Ingrid Wussow; md@keylinkvr.com; Watkins Fulk-Gray
Subject: Zoning Code Amendment

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RE: Post Card sent regarding changes to zoning

We would ask that you seriously consider the negative impacts that you could be placing on the Cowdin/Davis/Overlin neighborhood. While we realize this is a high density neighborhood; this neighborhood cannot support more growth. The parking is already a "joke" with what the city created by pushing the cars from Davis Drive out to the rest of the neighborhood. Code Enforcement does frequent the area but not during off hours to patrol the violations of off street parking. It is hazardous to enter the neighborhood from Midland as you cannot negotiate turning left onto Overlin (when headed south) with the dumpster placement and overparking! In addition we are now going to have the Habitat for Humanity development at the end of Cowdin. During peak traffic times you cannot exit Cowdin, turning left, nor can you enter Cowdin when headed east on 8th. The streets and neighborhood cannot handle more cars. Also, the traffic speed is NOT enforced. All of these concerns will just be exacerbated with more development.

We ask that you seriously look at what you could be doing to the existing residents and the integrity of your homes.

The overdevelopment that is being allowed in Glenwood is going to be its demise. You cannot continue to overdevelop this town and maintain the lifestyles that we all enjoy. This is not the same town I grew up in and I am saddened by what it is turning into.

A side note regarding the Habitat for Humanity development. They had a "contractor" come in and cut the pavement looking for utilities. We dealt with the street being cut up for way too long and inadequately "filled" for safety. This street is already like a slalom course with parked cars and failing pavement. I did call someone at the City after waiting weeks for Habitat to "patch" the street. Eventually the street was "patched". However, the Habitat contractor just left the chunks of cut pavement lying on the side of the road (and they are still there). Not a very neighborly thing for Habitat to do since they claim they will be such "good neighbors".

Regard,

Shirley and Dave Fockler

Watkins Fulk-Gray

From: Hannah Klausman
Sent: Thursday, October 12, 2023 7:43 AM
To: Watkins Fulk-Gray
Subject: FW: new code changes

Public Comment on the code changes.

Hannah Klausman, AICP
Director, Economic and Community Development
City of Glenwood Springs
101 W. Eighth Street
Glenwood Springs, CO 81601
970.384.6407 (o) 970.319-6269 (c)

City Hall is closed on Fridays. Calls and emails will be returned on the following Monday.

From: Todd Leahy <tleahy970@gmail.com>
Sent: Wednesday, October 11, 2023 6:55 PM
To: Hannah Klausman <hannah.klausman@cogs.us>
Subject: new code changes

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Hannah, I read the staff report on the P and Z proposed changes. Really think the "attached at a common wall" language is confusing and counter productive. Unless I'm missing something this does not help contemplate detached carriage houses or garage apartments in town. Both of which are popular to homeowners and I believe would create more uniqueness in town. Maybe these units are handled under ADU's and I'm missing something? I just think if you are going to allow the density, who cares if it's attached or not. I would rather see quality planning and proper construction and placement than worrying about a new unit possibly being attached to an old house. We are talking about infill so most of our infill is old units. Just my 2 cents. Would you pass these comments along to anyone who might want to read them please.

Thanks for listening.

Quick note: the RT zone dist should also have smaller lots contemplated. It's mostly all commercial high density now so 5,000 sqft. lots in this district should be 3,000 sqft.

Sincerely,
Todd Leahy,
Broker/Owner
C#(970)618-0756
O#(970)945-SOLD (7653)

ORDINANCE NO. 17

Series of 2023

AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING TITLE 070 OF THE GLENWOOD SPRINGS MUNICIPAL CODE.

WHEREAS, the City of Glenwood Springs (“Glenwood Springs” or the “City”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Glenwood Springs Home Rule Charter; and

WHEREAS, the Strategic Housing Plan Update adopted in July 2023; and

WHEREAS, at the request of the Planning and Zoning Commission, City Staff conducted a survey of the community resulting in certain recommended changes to sections of Title 070 of the Glenwood Springs Municipal Code (the “Code”); and

WHEREAS, adoption of the resulting recommended changes to the Code will fulfill a requirement of a grant received from the Colorado Department of Local Affairs to update the City’s Strategic Housing Plan; and

WHEREAS, recommended amendments to the development code to address the foregoing issues are set forth on **Exhibit A** attached hereto; and

WHEREAS, on October 3, 2023, the Planning and Zoning Commission found that the recommended amendments on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(c)d.3. and recommended adopting the amendments on Exhibit A; and

WHEREAS, the City Council finds and declares that the amendments to the development code on **Exhibit A** satisfy the Code Amendment Approval Criteria set forth in Section 070.060.040(c)d.3. and are proper and necessary to advance the public health, safety, and welfare of the City’s residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, ORDAINS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Title 070 of the Glenwood Springs Municipal Code is hereby amended as set forth in **Exhibit A** attached hereto.

INTRODUCED, READ ON FIRST READING, PASSED AND ORDERED
PUBLISHED BY TITLE ONLY THIS 16TH DAY OF NOVEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED
BY TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF
SECOND PUBLICATION THIS _____ DAY OF _____ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

The following sections of the Municipal Code are amended as follows with double underlined text added and ~~strike through text~~ deleted.

070.020.020 Summary of Dimensional Standards.

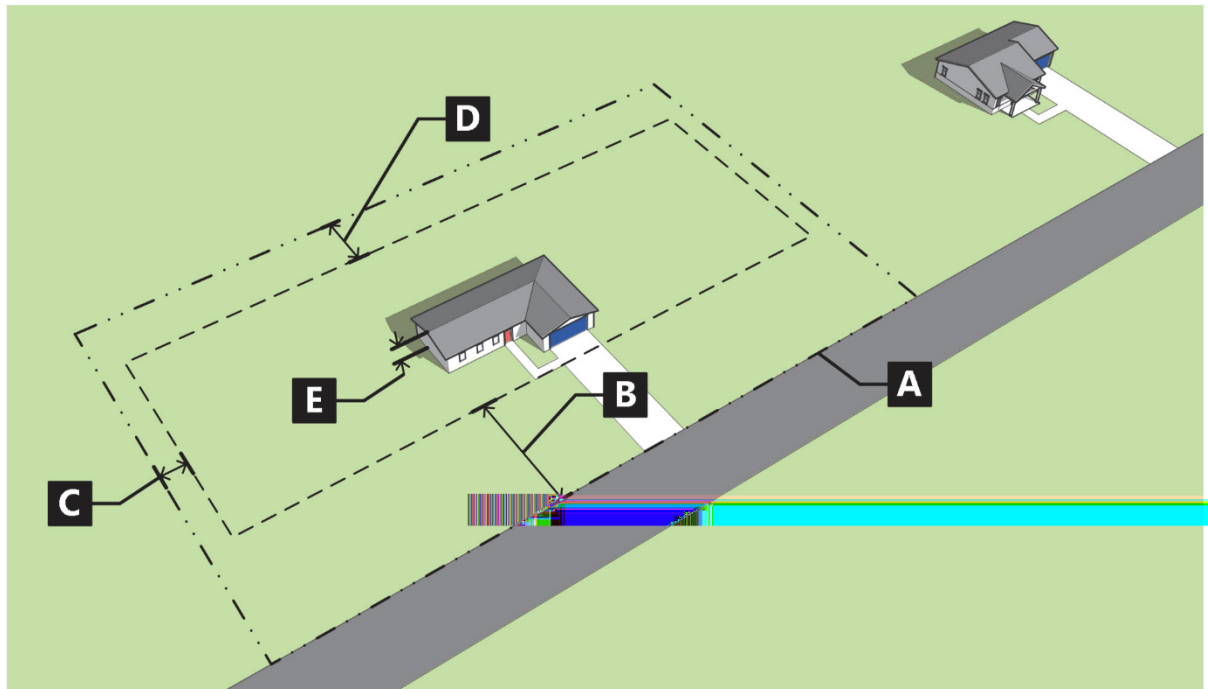
(a) *Residential Districts.*

Table 020.2: Summary of Residential Dimensional Standards						
	RR	RL	RM1	RM2	RH	RT
Lot Standards, Minimum						
Lot area	40,000 sf <u>20,000 sf</u>	20,000 sf	6,000 sf	—	—	—
Lot area, lots created prior to March 1, 1965			5,000 sf			
Lot area, single-family detached	—	—	—	5,000 <u>3,000 sf</u>	4,500 <u>3,000 sf</u>	5,000 <u>3,000 sf</u>
Lot area, attached dwellings sharing common wall			7,500 sf <u>2,500 sf/unit</u>	2,500 <u>2,200 sf/unit</u>	2,250 <u>2,000 sf/unit</u>	2,500 <u>2,000 sf/unit</u>
Landscaped area (for multifamily dwellings)	<u>20 percent</u>	<u>20 percent</u>	<u>20 percent</u>	20 percent	20 percent	20 percent
Setbacks, Minimum						
Front (from arterial streets)	50 feet	50 feet	30 feet	30 feet	15 feet	15 feet
Front (from other streets)	25 feet	25 feet	20 feet	20 feet	10 feet	10 feet
Side	10 feet	10 feet ^[1]	5 feet	5 feet ^[2]	5 feet ^[2]	5 feet ^[2]
Rear	25 feet	25 feet	15 feet	10 feet	10 feet	10 feet
Building Standards, Maximum						
Building height	27 feet	27 feet	27 feet	27 feet	40 feet	40 feet
Notes:						
[1] Or one-half the height of the principal building, whichever is greater.						
[2] For attached dwellings sharing a common wall, interior side setbacks may be permitted at zero feet.						

070.020.030 Rural Residential (RR) District.

- (a) *Purpose.* The RR district is intended to accommodate very low-density, large-lot single-family residential uses with some limited agricultural uses. The district is intended to provide a transition between surrounding rural lands in the County on large parcels of land and more urbanized areas.

Figure 020-1: RR District Dimensional Standards



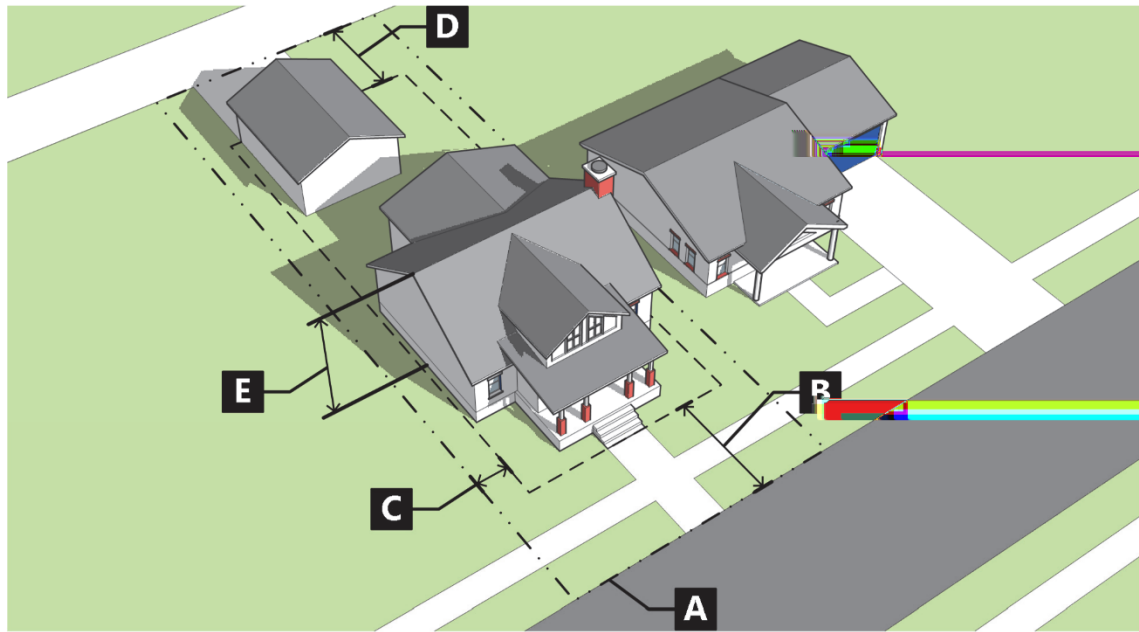
(b) Standards.

Table 020.5: RR District Dimensional Standards		
Lot Standards, Minimum		
A	Lot area (sq ft)	40,000-20,000
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	50
	Front (from other streets) (ft)	25
C	Side (ft)	10
D	Rear (ft)	25
Building Standards, Maximum		
E	Building height (ft)	27
Other Key Standards		
Measurements and Exceptions		070.020.190
Table of Allowed Uses		070.030.020
Use-Specific Standards		070.030.030
Development Standards		
Landscaping, Screening, and Fencing		070.040.050
Off-Street Parking and Loading		070.040.060
Residential Site and Building Design		070.040.080

070.020.050 Residential Medium-Density (RM1) District.

- (a) *Purpose.* The RM1 district is intended to accommodate medium-density, primarily single-family uses on smaller- to medium-sized lots. The RM1 district is intended to transition from low-density single-family residential districts to multifamily development districts.

Figure 020-3: RM1 District Dimensional Standards



- (b) *Standards.*

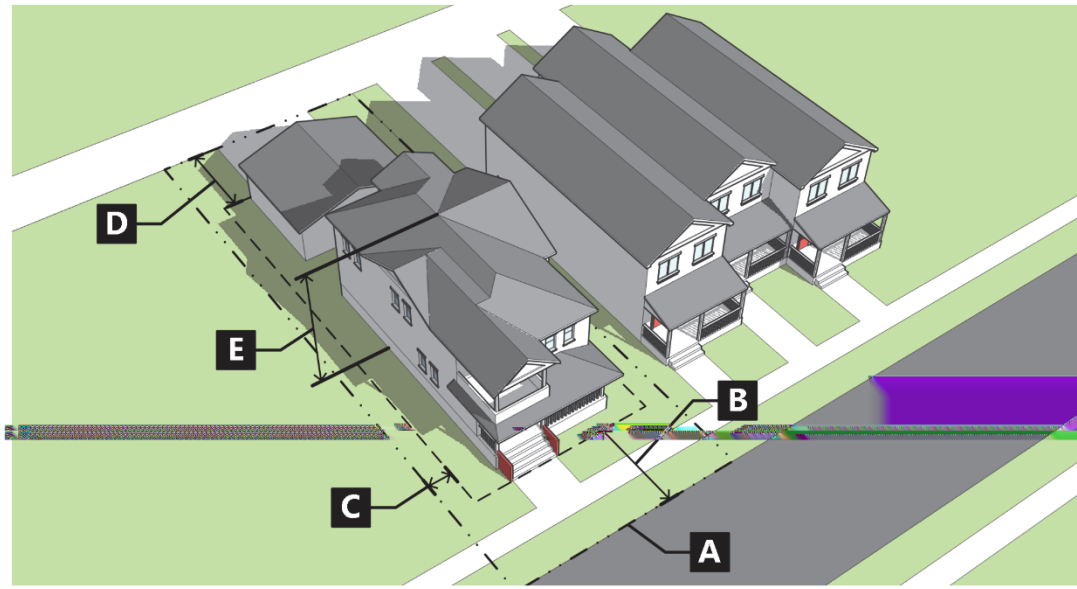
Table 020.7: RM1 District		
Dimensional Standards		
Lot Standards, Minimum		
A	Lot area (sq ft)	6,000
	Lot area (sq ft), lots created prior to March 1, 1965	5,000
	Lot area (sq ft), attached dwellings sharing common wall	7,500-2,500
	Landscaped area (for multifamily dwellings) (%)	20
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	30
	Front (from other streets) (ft)	20
C	Side (ft)	5
D	Rear (ft)	15
Building Standards, Maximum		
E	Building height (ft)	27
Other Key Standards		
Measurements and Exceptions		070.020.190

Table of Allowed Uses	070.030.020
Use-Specific Standards	070.030.030
Development Standards	
Landscaping, Screening, and Fencing	070.040.050
Off-Street Parking and Loading	070.040.060
Residential Site and Building Design	070.040.080

070.020.060 Residential Multifamily Limited (RM2) District.

- (a) *Purpose.* The RM2 district is intended to accommodate medium-density single-family and limited multifamily residential uses. The RM2 district allows for a more diverse housing stock, including smaller multifamily uses such as two-family dwellings and townhomes, and can provide a transition between single-family districts and high-density residential districts.

Figure 020-4: RM2 District Dimensional Standards



- (b) *Standards.*

Table 020.8: RM2 District		
Dimensional Standards		
Lot Standards, Minimum		
A	Lot area, single-family detached (sq ft)	5,000 <u>3,000</u>
	Lot area, attached dwellings sharing common wall (sq ft)	2,500 <u>2,200</u> per unit
	Landscaped area (for multifamily dwellings) (%)	20
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	30
	Front (from other streets) (ft)	20
C	Side (ft)	5 ^[1]

D	Rear (ft)	10
Building Standards, Maximum		
E	Building height (ft)	27
Other Key Standards		
Measurements and Exceptions		070.020.190
Table of Allowed Uses		070.030.020
Use-Specific Standards		070.030.030
Development Standards		
Landscaping, Screening, and Fencing		070.040.050
Off-Street Parking and Loading		070.040.060
Residential Site and Building Design		070.040.080
Note: [1] For attached dwellings sharing a common wall, interior side setbacks may be permitted at zero feet.		

070.020.070 Residential High-Density District (RH) District.

- (a) *Purpose.* The RH district is intended to accommodate various housing types ranging from single-family detached on small lots to multifamily dwellings. The RH district is intended to transition between established neighborhoods and more intense commercial or other nonresidential districts.

Figure 020-5: RH District Dimensional Standards



- (b) *Standards.*

Table 020.9: RH District		
Dimensional Standards		
Lot Standards, Minimum		
A	Lot area, single-family detached (sq ft)	4,500 <u>3,000</u>

	Lot area, attached dwellings sharing common wall (sq ft)	2,250 <u>2,000</u> per unit
	Landscaped area (for multifamily dwellings) (%)	20
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	15
	Front (from other streets) (ft)	10
C	Side (ft)	5 ^[1]
D	Rear (ft)	10
Building Standards, Maximum		
E	Building height (ft)	40
Other Key Standards		
Measurements and Exceptions		070.020.190
Table of Allowed Uses		070.030.020
Use-Specific Standards		070.030.030
Development Standards		
Landscaping, Screening, and Fencing		070.040.050
Off-Street Parking and Loading		070.040.060
Residential Site and Building Design		070.040.080
Note: [1] For attached dwellings sharing a common wall, interior side setbacks may be permitted at zero feet.		

070.020.080 Residential Transitional (RT) District.

- (a) *Purpose.* The RT district is intended to provide for transitional areas consisting of primarily residential uses at varied densities, with limited commercial uses that are compatible with surrounding neighborhoods. The RT district is intended to serve as a transitional buffer between residential and nonresidential zoning districts.

Figure 020-6: RT District Dimensional Standards



(b) *Standards.*

Table 020.10: RT District		
Dimensional Standards		
Lot Standards, Minimum		
A	Lot area, single-family detached (sq ft)	5,000 <u>3,000</u>
	Lot area, attached dwellings sharing common wall (sq ft)	2,500 <u>2,000</u> per unit
	Landscaped area (for multifamily dwellings) (%)	20
Setbacks, Minimum		
B	Front (from arterial streets) (ft)	15
	Front (from other streets) (ft)	10
C	Side (ft)	5 ^[1]
D	Rear (ft)	10
Building Standards, Maximum		
E	Building height (ft)	40
Other Key Standards		
Measurements and Exceptions		070.020.190
Table of Allowed Uses		070.030.020
Use-Specific Standards		070.030.030
Development Standards		
Landscaping, Screening, and Fencing		070.040.050
Off-Street Parking and Loading		070.040.060
Residential Site and Building Design		070.040.080
Note: [1] For attached dwellings sharing a common wall, interior side setbacks may be permitted at zero feet.		

070.030.020 Table of Allowed Uses.

(e) Table of Allowed Uses.

Table 030.1: Table of Allowed Uses																	
P = permitted by right S = special use permit required Blank = use prohibited																	
	Districts →																
Use Category	Use Type	RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP	Use-Specific Standards
Required Minimum Parking																	
RESIDENTIAL USES																	
Household Living	Dwelling, live-work						P	P	P	P	P	P	P	P			070.030.030(c)(2)
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)
	<u>Dwelling, three-family</u>			<u>P</u> ^[1]	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				<u>S</u>	
	Dwelling, two-family	<u>P</u>	<u>PS</u>	<u>PS</u>	P	P	P	P	P		P					S	070.030.030(c)(1)
	Mobile home park					S	S	S			P						070.030.030(c)(3)
	Accessory dwelling unit	P	P	P	P	P	P	P	P		P	P				S	070.030.040(d)(1)
Group Living	Convalescent or nursing home					S	S	P	P		P	P			P		
																	1 per 3 beds

[1] Triplexes allowed only when one unit is deed restricted in accordance with the City's Community Housing Standards and Guidelines.

070.070.030 All Other Terms Defined.

Multi-family development. A structure or part thereof designed exclusively for occupancy by ~~two (2)~~ three (3) or more families and commonly referred to as a ~~duplex (two-family dwelling)~~, triplex, fourplex, townhouse, or apartment house.

RESOLUTION 2023-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AMENDING HOUSING GUIDELINES FOR INCLUSIONARY ZONING.

WHEREAS, by Ordinance No. 1, Series of 2021, City Council amended the Municipal Code to add a new Article 070.045 setting forth Community Housing Standards and Guidelines and new definitions to 070.070.032 related to the Article 070.045; and

WHEREAS, Section 070.045.060(a) of the City's Municipal Code states that City Council adopted housing guidelines that include the following components: the type, size and price for community housing units; qualifications to purchase and occupy community housing units; and the purchase or sale of community housing units; and

WHEREAS, by Resolution No 26, Series of 2023, City Council adopted the Strategic Housing Plan Update which included recommendations for amending the incentives for residential developments meeting community housing standards included in Article 070.045.080 and the Community Housing Standards and Guidelines; and

WHEREAS, on October 3, 2023, Planning and Zoning Commission reviewed and unanimously recommended adopting amendments to the incentives for residential developments; and

WHEREAS, pursuant to Code Section 070.045.060, City Council wishes to amend the Community Housing Guidelines as attached hereto as **Exhibit A**.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. The above recitals are hereby incorporated as findings by the City Council of the City of Glenwood Springs.

Section 2. The City Council of the City of Glenwood Springs hereby amends the Community Housing Guidelines are hereby amended as follows, with double underlined text added and ~~strike through language deleted~~ as attached hereto as **Exhibit A**.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF _____ 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

Exhibit A

The Community Housing Guidelines are hereby amended as follows,
with double underlined text added and ~~strike through language deleted~~.

K. Incentive and Fee Waivers

1. Incentives and fee waivers for developments with inclusionary housing are stated in 070.045.080
2. Incentives for community housing units – The City of Glenwood Springs is interested in promoting more affordable housing; therefore, any residential or mixed use development proposing to create one or more residential units that provide community housing units may be entitled to incentives as outlined in Section 070.045 of the Glenwood Springs Municipal Code pursuant to the criteria contained herein.
 - a) ~~Density Bonus. As part of any new residential or mixed-use development, the City may offer a density bonus.~~
 - i. ~~Developments proposed in Residential Zones shall be limited to one additional unit then the zoning would otherwise allow.~~
 - b) a) Density Bonus and Site Design Flexibility. Provided that the housing goals and eligibility requirements are met and provided that the intents and purposes of this Title are not compromised, the City may consider flexible application of design standards including, but not limited to minimum lot size, building height, lot coverage, impervious coverage, setbacks and landscaping shall offer the following density bonus and/or site design flexibility incentives. Parking requirements shall not be included for flexibility consideration.
 - i. ~~Building height flexibility is limited to granting one additional floor no greater than twelve (12) feet in height.~~
 - i. Developments including four or more residential units but fewer than the threshold of applicability for the inclusionary zoning standards that provide one community housing unit affordable to households earning 100% AMI shall automatically be eligible for the following incentives:
 - One free market bonus unit
 - Six additional feet in height
 - Flexibility of up to 30% in the numerical standards for lot coverage, setbacks, and amount of required landscaping
 - ii. Developments including four or more residential units but less than the threshold of applicability for the inclusionary zoning standards that provide one deed restricted unit affordable to households earning 60% AMI, or two deed restricted units affordable to households earning 100% AMI, shall automatically be eligible for the following incentives:
 - One bonus free market unit
 - 12 additional feet in height

- At the discretion of the deciding body, unrestricted flexible application of design standards, including but not limited to minimum lot size, lot coverage, impervious coverage, setbacks, and landscaping. However, additional height shall be limited to 12 feet.
- iii. Developments within 500 feet of a transit stop including four or more residential units but less than the threshold of applicability for the inclusionary zoning standards shall be automatically eligible for the following incentives:
 - One free market bonus unit, with no site flexibility incentives
 - For zone districts that do not have minimum lot standards, projects shall be eligible for a 30% reduction in the numerical standards for lot coverage, setbacks, and amount of required landscaping.
- iv. Developments including four or more residential units but less than the threshold of applicability for the inclusionary zoning standards that will offer 100% for-sale residential units shall be automatically entitled to:
 - Two bonus free market units
 - 12 additional feet in height
 - For zone districts that do not have minimum lot standards, such as CO or M1, projects shall be eligible for a 30% reduction in the numerical standards for lot coverage, setbacks, and amount of required landscaping
- v. Developments that are subject to the inclusionary zoning standards that provide double the number of deed restricted units required by inclusionary zoning shall be automatically eligible for the following incentives:
 - Bonus free market unit or units equivalent to 10% of the project's total unit count. The 10% shall be rounded down if calculation yields less than 0.75.
 - 12 additional feet in height
 - At the discretion of the deciding body, unrestricted flexible application of design standards, including but not limited to minimum lot size, lot coverage, impervious coverage, setbacks, and landscaping. However, additional height shall be limited to 12 feet.
- vi. Developments in which all residential units will be affordable to households making up to 100% AMI, the following incentives shall be automatically available:
 - At the discretion of the deciding body, unrestricted flexible application of design standards, including but not limited to minimum lot size, lot coverage, impervious coverage, setbacks, and landscaping.
- vii. Except where expressly stated, these incentives shall only be available for developments that provide community housing

- units where they are not required to do so by other parts of the Municipal Code.
- viii. Any bonus dwelling units allowed pursuant to this subsection 070.45.080(a) shall not be construed to cause a development to exceed any threshold defined in other sections of this Code, by way of example: an eight-unit residential development that is eligible for one bonus unit, resulting in a nine-unit development, shall not be required to be reviewed by the Planning Commission as would otherwise be required by 070.60.050(b).
 - ix. A development may benefit from only one bulleted set of incentives in 070.045.080(a). If a development is eligible for more than one bulleted set of incentives, the developer may choose which incentive package shall apply.
 - x. Where site design flexibility is allowed at the discretion of a development's approving body, In reviewing a site design flexibility application the approving body shall find that the request meets all of the following criteria, as included in of Section 070.060.070(a) of the Municipal Code;
 - 1. The flexibility request does not harm the public health, safety, or welfare; and
 - 2. The flexibility requested is in general conformance with the Comprehensive Plan and with the stated purpose and intent of the Code including the specific regulation for which the flexibility is sought; and
 - 3. The flexibility requested will not violate building or fire code requirements.
- e) b) Public-Private Partnerships. The City may participate in, or facilitate participation with, other governmental entities regarding financing or purchasing of Community Housing units directly from the applicant or by other means of subsidy or participation.
- d) c) Tax Rebate or Reduction. The City Council may at its sole discretion waive, reduce or rebate property, construction use, or other tax applicable to the project.



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Ordinance 2023-18; Fixing and Certifying Mill Levy GID

Action Requested: Approval of Ordinance 2023-18; Fixing and Certifying Mill Levy

Department: Finance

Presented By: Yvette Gustad

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Each year we need to pass an ordinance that certifies our mill levy.

Issues: None

Fiscal Impact: Detailed in attachment.

Legal Review: NA

Staff Recommendation: Staff supports approval of this ordinance.

ORDINANCE NO. 18

Series of 2023

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, FIXING AND CERTIFYING THE MILL LEVY ON THE
2023 ASSESSMENT FOR COLLECTION IN FISCAL YEAR 2024 FOR THE
GLENWOOD SPRINGS GENERAL IMPROVEMENT DISTRICT NO.
1980.**

WHEREAS, the City Council of the City of Glenwood Springs has established the Glenwood Springs General Improvement District No. 1980; and

WHEREAS, the City Council of the City of Glenwood Springs has adopted by Resolution 2023-38 the budget for fiscal year 2024 commencing January 1, 2024 and ending December 31, 2024; and

WHEREAS, the City Council of the Glenwood Springs, as the ex-officio Board of Directors of the Glenwood Springs General Improvement District No. 1980, desires to fix a mill levy pursuant to Section 9.7 of the Municipal Charter of the City of Glenwood Springs to enable the City to have sufficient revenues to pay the proposed expenditures for fiscal year 2024; and

WHEREAS, pursuant to Section 4.1 of the Municipal Charter of the City of Glenwood Springs, the City Council is required to levy taxes by ordinance.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. The mill levy for general purposes that shall be assessed upon each dollar of the assessed valuation of all taxable property within the Glenwood Springs General Improvement District No. 1980 shall be fixed at the rate set forth on **Exhibit A** attached hereto and incorporated herein.

Section 2. The City Manager is hereby directed to certify said mill levy to Garfield County as required by law, no later than the 15th day of December 2023.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 16TH DAY OF NOVEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS 7th DAY OF DECEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL GovernmentsTO: County Commissioners¹ of Garfield County, Colorado.On behalf of the City of Glenwood Springs,(taxing entity)^Athe City Council(governing body)^Bof the City of Glenwood Springs(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ assessed valuation of:

351,092,740

(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of:

349,702,060

(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year 2024.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>8.603</u> mills	\$ <u>3,008,487</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	<u>8.603</u> mills	\$ <u>3,008,487</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	<u>.008</u> mills	\$ <u>2,798</u>
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>8.611</u> mills	\$ <u>3,011,284</u>

Contact person: _____ Daytime phone: (970) 384-6421
 (print) Yvette Gustad

Signed: _____ Title: Finance Director

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Ordinance 2023-19; Fixing and Certifying Mill Levy City

Action Requested: Approval of Ordinance 2023-19; Fixing and Certifying Mill Levy for General Improvement District

Department: Finance

Presented By: Yvette Gustad

Strategic Goals: Provide Efficient and Responsive City Government

Background Info: Each year we have to pass an ordinance certifying the mill levy for the General Improvement District.

Issues: NA

Fiscal Impact: Detailed in the Exhibit.

Legal Review: NA

Staff Recommendation: Staff supports approval.

ORDINANCE NO. 19

Series of 2022

**AN ORDINANCE OF THE CITY OF GLENWOOD SPRINGS,
COLORADO, FIXING AND CERTIFYING THE MILL LEVY ON THE
2023 ASSESSMENT FOR COLLECTION IN FISCAL YEAR 2024.**

WHEREAS, the City Council of the City of Glenwood Springs has adopted by Resolution 2023-38 the budget for fiscal year 2024 commencing January 1, 2024 and ending December 31, 2024; and

WHEREAS, the City Council of the Glenwood Springs desires to fix a mill levy pursuant to Section 9.7 of the Municipal Charter of the City of Glenwood Springs to enable the City to have sufficient revenues to pay the proposed expenditures for fiscal year 2024; and

WHEREAS, pursuant to Section 4.1 of the Municipal Charter of the City of Glenwood Springs, the City Council is required to levy taxes by ordinance.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

Section 1. The mill levy for general purposes that shall be assessed upon each dollar of the assessed valuation of all taxable property within the corporate limits of the City of Glenwood Springs, shall be fixed at the rate set forth on **Exhibit A** attached hereto and incorporated herein.

Section 2. The City Manager is hereby directed to certify said mill levy to Garfield County as required by law, no later than the 15th day of December 2023.

INTRODUCED, READ ON FIRST READING, PASSED, AND ORDERED
PUBLISHED BY TITLE ONLY THIS 16TH DAY OF NOVEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

INTRODUCED, READ ON SECOND READING, AND ORDERED PUBLISHED BY
TITLE ONLY TO BE EFFECTIVE TEN DAYS FOLLOWING THE DATE OF SECOND
PUBLICATION THIS 7th DAY OF DECEMBER 2023.

CITY OF GLENWOOD SPRINGS, COLORADO

Ingrid Wussow, Mayor

ATTEST:

Ryan Muse, City Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**TO:** County Commissioners¹ of Garfield County, Colorado.

On behalf of the G.I.D. #1980,
 (taxing entity)^A
the City Council
 (governing body)^B
of the City of Glenwood Springs
 (local government)^C

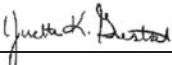
Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 27,961,680
 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 27,446,010,
 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ for budget/fiscal year 2024.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	<u>2.287</u> mills	\$ <u>62,769</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< <u>.383</u> > mills	\$ < <u>10,512</u> >
SUBTOTAL FOR GENERAL OPERATING:	<u>1.904</u> mills	\$ <u>52,257</u>
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	<u>.006</u> mills	\$ <u>165</u>
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	<u>1.910</u> mills	\$ <u>52,422</u>

Contact person: (print) Yvette Gustad Daytime phone: (970) 384-6421
 Signed:  Title: Finance Director

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: City Manager

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: City Attorney

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Correspondence Incoming/Outgoing

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Social Event

Action Requested: Council will announce the location of their social event immediately after the Council meeting.

Department: City Clerk

Presented By:

Strategic Goals: Provide Efficient and Responsive City Government

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation:



City Council
STAFF REPORT
City of Glenwood Springs
November 16, 2023

Agenda Item: Adjournment

Action Requested:

Department: City Clerk

Presented By:

Strategic Goals:

Background Info:

Issues:

Fiscal Impact:

Legal Review:

Staff Recommendation: