

Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623

AGENDA PLANNING & ZONING COMMISSION THURSDAY, June 24, 2021 7:00 P.M. Virtual Meeting *

- 1. CALL TO ORDER
- 2. ROLL CALL
- 4. 7:05 p.m. 7:10 p.m. Public Comment for Persons not on the agenda (See instructions below)
- 5. 7:10 p.m. 7:40 p.m.

Applicant: Ryan Lee, Forum Phi Location: 520 Mesa Verde

- 6. 7:40 p.m. 7:55 p.m. Update on Comp Plan Update – Consultant Team Cushing Terrell (CT) Meeting.....Attachment C
- 7. 7:55 p.m. 8:00 p.m. Staff Update
- 8. 8:00 p.m. 8:05 p.m. Commissioner Comments
- 9. 8:05 p.m. ADJOURN

<u>Upcoming P & Z Meetings:</u>

7-15-2021 - Comp Plan Update/CT Meeting #2

8-12-2021 - Comp Plan Update/CT Meeting #3

 $8-29-2021-RVR\ Golf-UDC\ Text\ Amendment\ Request$

*Please note all times are approx.

ATTENTION: Due to the continuing threat of the spread of the COVID-19 Virus, all regular Carbondale P & Z Meetings will be conducted virtually. If you have a comment concerning one or more of the Agenda items please email ileybourne@carbondaleco.net by 4:00 pm on June 24, 2021.

If you would like to comment during the meeting please email <u>ileybourne@carbondaleco.net</u> with your full name and address by 4:00 pm on June 24, 2021. You will receive instructions on joining the meeting online prior to 7:00 p.m. Also, you may contact <u>ileybourne@carbondaleco.net</u> to get a phone number to listen to the meeting, however, you will be unable to make comments.

Hi there,

You are invited to a Zoom webinar.

When: Jun 24, 2021 07:00 PM Mountain Time (US and Canada)

Topic: P&Z 6-24-2021

Please click the link below to join the webinar:

https://us06web.zoom.us/j/85693722941?pwd=YjgrNExJNjloQ2t5ek5hZUxYWlNuQT09

Passcode: 246876 Or One tap mobile :

US: +13462487799,,85693722941#,,,,*246876# or +16699006833,,85693722941#,,,,*246876#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 436

2866 or +1 301 715 8592 Webinar ID: 856 9372 2941

Passcode: 246876

International numbers available: https://us06web.zoom.us/u/kbNLlHoB0R

MINUTES

CARBONDALE PLANNING AND ZONING COMMISSION Thursday June 10, 2021

Commissioners Present:

Michael Durant, Chair Nick Miscione Jay Engstrom, Vice-Chair Kim Magee (1st Alternate) Marina Skiles Jeff Davlyn

Staff Present:

Janet Buck, Planning Director John Leybourne, Planner Mary Sikes, Planning Assistant

Commissioners Absent:

Jarrett Mork (2nd Alternate) Erica Stahl Golden Nicholas DiFrank

Other Persons Present Virtually

Keith Walzak/Cushing Terrell
Ted Kamp/Leland Consulting Group
Nora Bland/Cushing Terrell
Dave Dixon/Cushing Terrell
Kathleen Wanatowicz, Project Resource Studio

The meeting was called to order at 7:00 p.m. by Michael Durant

May 13, 2021 Minutes:

Nick made a motion to approve the May 13, 2021 minutes. Kim seconded the motion, and they were approved unanimously, with Jay and Marina abstaining.

Public Comment - Persons Present Not on the Agenda

There were no persons present to speak on a non-agenda item.

Comprehensive Plan Update - Consultant Team Cushing Terrell (CT) Meeting #1

The consultant team and Commission discussed the organization of the Chapter 2:

Vision and Goals of the 2013 Comprehensive Plan

CT asked the following:

- 1. Are the goal TOPICS still relevant?
- 2. Are we missing any new goal TOPICS?
- 3. Are the goal statements still relevant?
- 4. Are any revisions/edits required?

5. Are we missing any new goal statements?

They suggested the following goal topics:

- Community Character/Urban Form
- Multi-modal/Universal Access
- Health, Safety and Well-being
- Equity, Inclusivity, Diversity
- Aging in the Community
- Resiliency/Adaptation
- Hazard Mitigation

Some of the specific comments from the P&Z were:

PSC Overview: Current Trends and Perspectives

- Marina
 - o An emphasis of the Plan was to focus on Infill development. This has not happened on Main Street and the cause (likely parking requirements inhibiting redevelopment).
- Michael
 - o Echo Marina's comment every place in Carbondale is going vertical except for downtown.
- Jav
 - o Everyone is focused on "keeping small town character" but what is that character? We need to figure out what the unique character of Carbondale is (playful, artistic). Buildings that have been going up are too cookie-cutter, need to encourage developers somehow.
 - ☐ Marina: How do we inject personality into the building code?
- Kim
 - o What is our brand? Focused on historic preservation.
- Nick
 - o Echo Kim's comments. Need to preserve the story of Carbondale's historic/cultural fabric
 - o Take a hard look at downtown
 - o Promote vitality through more than just density + infill, everything at a pedestrian scale
 - o Take a second look at development regulations and figure out what works and what's not working
 - o Avoid "Miracle Mile" car-centric strip where no one needs to get out of their car
- Michael
 - o The chairman at the time of the last Comp Plan was a fan of Form Based Codes. Mixed Use zoning district (Hwy 133 corridor) was a nod to FBC. □ However, most

"mixed use" buildings going up are primarily residential

•	Κı	m

- o People have said they want more creative architecture
- o Need changes to the code, specifically regarding historic buildings

Jeff

- o Somewhat an advocate for use-based code
 - ☐ Industrial zone in North Downtown is a good example of use-based zoning ensuring that industrial uses are an important part of downtown

 • What kind of character can we bring to that zone?
- o Connectivity is important
- o Open space and parks
- o Development/economic trends

 Access and technology what we ask developers to bring to the table

Michael

- o What do we want North Downtown to be? Stay industrial? Some sort of hybrid?
- o N. Industrial was a very energetic discussion during previous comp plan update, this process needs another energetic discussion.

Jay

o I like the idea of form-based planning. So many empty lots downtown – we want. redevelopment. There are talks about making downtown a pedestrian mall - FBC could help inform that? All the empty lots right now are used as parking - know there's a parking structure planned but once those lots are redeveloped, there may be issues with parking

Measures of Success

- Jeff
 - o Level of engagement we need to hear from a lot of voices □ Communicate that this is the time to speak up - it has been unusually quiet the last few years
- Michael
 - o We'd like to hear from the quiet ones we'll have no issue hearing from the usual suspects. Need to intentionally engage those who don't speak up.
- Nick
 - o Cooperation (both qualitatively and quantitatively). Not isolating any group. Outreach is a tool
 - o Find unplanned opportunities to get feedback and input.

Community Engagement Plan (CEP) Feedback

• Rodeo attracts participants from across the western slope – may be difficult to target the LatinX community there

• Engage with the religious groups – they're somewhat organized and have a large representation from the LatinX community

There is an event at Sopris Park – 2-3 weeks after Mountain Fair – large representation from the LatinX community

- o Nora looked this up on the Town's calendar of events seems like it's the Mexican Rodeo on August 7th or 14th?
- Stakeholders
 - o Add recreation community

Chapter 2: 2013 Comp Plan

- Needs to be tightened up measurable goals
- Goals can't be so broad that they're meaningless
- Look at case studies of other successful comp plans in comparable communities
- The goals need to match the ambition of this small town
- Consultant team would take a look at structure and bring ideas to team
- Jay: could take lead role in a "goals subcommittee-type discussion" o Subcommittee would provide context and response
- Consultant to come to next session with ideas on goal structure, topics
- Looking at other communities who have successful goal structures
- Goals must match the Carbondale community's ambition, quirks, history and energy

After discussion, the Commission asked CT to provide specific recommendations.

Staff Update

Janet said that the appeal of 485 Mesa Verde went to the Board on Tuesday night. She said that there were ninety pages of letters and that the Board did a great job. She told the Commission that the Board upheld their decision to approve the ADU, unanimously.

Janet said that the Board reviewed ANB's application and that they were not comfortable with their proposal. She said that the Board wanted the Lot to accommodate more uses and the Public Hearing was continued. She said that they directed Staff to bring back findings for denial.

Janet clarified that the July meeting with Cushing Terrell was July 15, 2021.

Janet thanked Kae McDonald for filling in.

Commissioner Comments

Jeff said it will be interesting to see how Carbondale's Comp Plan Update might affect the surrounding areas of the County.

Motion to Adjourn

A motion was made by Jeff to adjourn, and the meeting was adjourned at 9:03 p.m.



TOWN OF CARBONDALE 511 COLORADO AVENUE CARBONDALE, CO 81623

Planning and Zoning Commission Agenda Memorandum

Meeting Date: 6-24-2021

TITLE: 520 Mesa Verde – Preliminary/Final Plat

SUBMITTING DEPARTMENT: Planning Department

OWNER: Damon Roth, Danyielle Bryan

APPLICANT: Ryan Lee, Forum Phi

LOCATION: 520 Mesa Verde Avenue

ZONING: Residential Low Density (R/LD)

ATTACHMENTS: Land Use Application

Agency and Town Referral Comments

Fire District Public Comments

BACKGROUND

The proposal is to subdivide Lot 10 of the Colorado Meadows Subdivision into two lots: Lot 10A and Lot 10B. Lot 10A would remain as it is currently developed with a single-family residence and is not proposed to have any changes. A single-family residence is proposed for Lot 10B that will utilize the existing garage on the proposed lot.

HISTORY

The Colorado Meadows subdivision was approved and platted in 1975 with development occurring over time. Currently there is only one undeveloped lot located in Colorado Meadows.

PROCESS

This application requires approval of a Preliminary and Final Subdivision Plat to divide Lot 10 into two lots because this is located in an existing, established subdivision. Section 2.6.7 Plat Amendments, states that any modification of an approved final plat shall require a new application that is submitted and reviewed in accordance with the full procedure applicable to final plats.

The Planning Commission is the approving authority for a Preliminary Plat. The criteria for approval for a Preliminary Plat is in Section 2.6.4.C.2.b.

The Board of Trustees is the approving authority for a Final Plat. The criteria for that action is in Section 2.6.5.C.2.b.

COMPREHENSIVE PLAN

The property is designated as Developed Neighborhoods in the Future Land Use Map in the 2013 Comprehensive Plan. The developed neighborhoods designation is intended to provide for neighborhood stability while allowing new construction in the established neighborhoods. Developed neighborhoods consist of residential subdivisions that are unlikely to change significantly and are almost entirely built out with few vacant lots. The designation calls for a continuation of the uses allowed under the zoning and subdivision approvals. The Comprehensive Plan states the intent of this designations to protect existing zoning approvals and the quality of life.

DISCUSSION

Preliminary/Final Plat

The application is a request to subdivide Lot 10 into the following lots:

Lot 10A - 7,354 sq. ft.

Lot 10B - 7,410 sq. ft.

The lots meet the minimum lot size of 6,000 sq. ft. as well as the required minimum lot width of 60 ft and depth of 100 ft.

No Construction is proposed on Lot 10A. A single-family residence is proposed for Lot 10B.

Access

Access appears to be via an access road over Lot 10A to Lot 10B. This access road is not indicated on the site plan as being an easement or other type of agreement between the property owners if one were to be conveyed. An easement is not requested in the application and the lot does not have direct access to the right of way.

Section 6.2.4. C, Lot and Block Design, states that the use of an easement for the principal access to a lot shall not be allowed unless the approving authority allows the use of an easement for access. In this case the approving authority would be the Board of Trustees at Final Plat.

Staff has discouraged the use of easements for access to lots when processing land use applications such as lot line adjustments and lot splits.

Setbacks

Front

The code requires the following setbacks:

Required Proposed 15 ft. 15 ft. Side 7.5 ft. 7.6 ft. Rear 7.5 ft. 7.6 ft.

The setbacks have been met.

Colorado Meadows Approved Density

Colorado Meadows was approved by the Town and platted in 1975 with 60 single family lots. Of those 60 Lots, 14 could potentially be platted into two separate lots with a development potential of 28 units not including an ADU. This could potentially increase the density of the subdivision to be much greater than what the original subdivision was approved for.

When larger subdivisions are approved items such as water rights, public park dedication, road systems, adequacy of utilities are analyzed. If lots in Colorado Meadows begin to be subdivided in a piecemeal fashion it would result in a cumulative impact on the neighborhood.

FISCAL ANAYLSIS

It does not appear that this proposal will have a negative fiscal impact on the Town.

RECOMMENDATION

Staff recommends that the following motion be approved: Move to Deny the Preliminary Plat to subdivide Lot 10, Colorado Meadows Subdivision into Lots 10A and 10B, The following and findings are included in the motion:

Findings of Denial for Preliminary Subdivision Plat

- 1. The proposed subdivision does not provide clear means of access to the public right of way for Lot 10B. If an easement is proposed, Section 6.2.4.C states that the use of an easement for the principal access to a lot shall not be allowed unless the approving authority allows the use of an easement for access. The intent of this code section was not to provide access in an existing, developed neighborhood.
- 2. Further Subdivision of the Colorado Meadows Subdivision is not consistent with the general layout of the original subdivision.
- 3. The proposed subdivision is not consistent with the Comprehensive Plan because of the intent to protect existing neighborhoods.

Preliminary Plat Criteria

i. The proposed subdivision complies with all applicable use, density, development, and design standards set forth in this Code that have not otherwise been modified or waived pursuant to this chapter and that would affect or influence the layout of lots, blocks, and streets. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.

- ii. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code.
- iii. The applicant has provided evidence that provision has been made to connect to the Town's public water supply system.
- iv. The applicant has provided evidence that provision has been made for a public sewage disposal system or, if other methods of sewage disposal are proposed, adequate evidence that such system shall comply with state and local laws and regulations.
- v. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed use of these areas are compatible with such conditions.
- vi. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve other natural hazards including flood and wildfire have been identified and mitigated to the maximum extent practicable.
- vii. The application provides a clear assumption of responsibility for maintaining all roads, open spaces, and other public and common facilities in the subdivision.
- viii. As applicable, the proposed phasing for development of the subdivision is rational in terms of available infrastructure capacity and financing.
- ix. The subdivision is consistent with the approved subdivision conceptual plan, if applicable, unless detailed engineering studies require specific changes based on site conditions (in which case the applicant shall not be required to pursue another conceptual plan approval);
- x. The subdivision is consistent with Comprehensive Plan and other adopted Town policies and plans, including any adopted transportation plan or streets/roadway plan.

Prepared By: John Leybourne



Town of Carbondale 511 Colorado Ave Carbondale, CO 81623 (970)963-2733

Pre-Application	on Meeting Date	
Fees	Date Pd	

Land Use Application

PART 1 - APPLICANT INFORMATION	
Applicant Name: Ryan Lee	Phone: 405-314-5104
Applicant Address: 36 N. 4th Street, Carbondale, CO 81	623
E-mail: rlee@forumphi.com	
Owner Name: Damon Roth	Phone: 970-948-8985
Address: 520 Mesa Verde Ave, Carbondale CO 81623	
E-mail: damonroth@me.com	
Location of Property: provide street address and either 1)	subdivision lot and block; or 2) metes and bounds:
Section: 34 Township: 7 Range: 88 Subdivision: COLOR	RADO MEADOWS ADD Block:3 Lot:10
PART 2 PROJECT DESCRIPTION	
General project description:	
A Major Plat Amendment for a lot split and construction an existing garage structure that is located towards the i	of a new single-family residence that will replace rear of the lot.
Size of Parcel: 14,765 SF # Dwelling Units: 1	Sq Ftg Comm:
Type of Application(s): Major Plat Amendment and Build	ing Permit
Existing Zoning: Residential Low Density Proj	posed Zoning: Residential Low Density
PART 3 – SIGNATURES	
I declare that I have read the excerpt from the Town of C Fees. I acknowledge that it is my responsibility to reimbuthis application.	carbondale Municipal Code Article 8 Land Use arse the Town for all fees incurred as a result of
I declare that the above information is true and correct to	the best of my knowledge.
Push	05/18/2021
Applicant Signature	Date
Signature of all owners of the property must appear 5/19/2 Owner Signature Date	Defore the application is accepted. Owner Signature Date
STATE OF COLORADO)	
) ss. COUNTY OF GARFIELD)	
The above and foregoing document was acknowle	dged before me this day of
Witness my hand and official My commission expires: 10/17/2024	
SEAN CONNORS IBLIC - STATE OF COLORADO	

SEAN CONNORS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20164039616
MY COMMISSION EXPIRES OCT 17, 2024

Notary Public

FORUM PHI | Major Plat Amendment for the Subdivision of an Established Lot 520 Mesa Verde, Carbondale, CO

Date: 2021-05-03

Applicant: Forum Phi

Town of Carbondale Planning & Zoning Department Carbondale Town Hall 511 Colorado Ave, Carbondale, CO 81623

Dear Director,

Forum Phi is requesting a Major Plat Amendment for a lot split and construction of a new single-family residence for a property located at the physical address 520 Mesa Verde Ave, Carbondale, CO parcel number 239334201010. The purpose of this lot split is to create additional housing opportunities for local residents in the Town of Carbondale while maintaining neighborhood context and reducing the environmental impact to the site. The property is a 14,765 SF lot that contains an existing residence of approximately 1,200 SF and a detached 700 SF garage that is located behind the main residence.

The intent for this lot split is to keep the main residence in its entirety and construct a new home in the rear portion of the property where the existing detached garage is located. The proposed design would convert the existing garage structure to a two-story residence with the garage remaining on the ground level, accessed from an existing driveway that is to remain. For the purposes of this application, the front lot containing the existing single-family residence will be referred to as Lot 10A and the northern lot where the proposed development of a garage and single-family residence will be known as Lot 10B. This document will demonstrate compliance with code requirements outlined within Chapter 17 of the Municipal Code (Unified Development Code) of the Town of Carbondale for a lot split in the Residential Low Density Zone district (R/LD).

Based on the current zoning code and regulations for the R/LD zoning district, a minimum lot area of 6,000 SF is required.

Chapter 17.03.2.4.B.(Table 3.2-5) – R/LD District Dimensional Standards; Lot area, minimum: Lot area, minimum | 6,000 sf [1]. Notes: [1] Minimum lot area for properties in the original Townsite, Weaver's Addition, and Fender's Addition is 5,500 square feet. **EXHIBIT A**

In addition to the minimum lot area of 6,000 SF, each lot must have a minimum lot depth of 100'-0".

Chapter 17.03.2.4.B.(Table 3.2-5.A) – R/LD District Dimensional Standards; Lot depth, minimum: Lot depth, minimum | 100 feet. EXHIBIT A

For lots between 6,000-7,499 SF the maximum amount of impervious area is capped at 52% Lot area.

Chapter 17.03.7.2.(Table 3.2-7) – Maximum Impervious Lot Coverage, Residential Districts; R/LD: Net Lot Area | 6,000 – 7,499 sf | Zone District R/LD | Max. Impervious Lot Coverage Percentage (52%). EXHIBIT B



The existing residence is to remain unchanged on Lot 10A as shown in the attached site plan with a gross lot area of 7,354.75 SF. The proposed residence and garage will be placed on Lot 10B with a gross lot area of 7,410 SF. Each lot meets the minimum dimensional requirements of 6,000 SF, minimum depth of 100'-0", and is under the allowable maximum impervious area. **EXHIBIT R.1**

Compliance with the approval criteria per the Town of Carbondale UDC 2.6 Procedures and Approval Criteria: Subdivisions 2.6.4.C Procedure for a preliminary plat review are outlined below:

- a) The Planning and Zoning Commission may approve a preliminary plat application that meets the following criteria:
- i The proposed subdivision complies with all applicable use, density, development, and design standards set forth in this Code that have not otherwise been modified or waived pursuant to this chapter and that would affect or influence the layout of lots, blocks, and streets. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.
 - The proposed subdivision of 520 Mesa Verde does not affect the existing conditions or established neighborhood context. An existing garage structure on the current lot is to be replaced with a new single-family residence. The proposed design reduces the impervious area of the site by moving the proposed structure south on the property, removing part of the existing driveway and increasing the open space and landscaping. This new structure will incorporate a garage on the main level with a 2-bedroom 2-bathroom home on the upper level and is accessed from an existing driveway that currently serves as access to the existing garage structure.
- ii The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this code
 - The proposed subdivision will be located within an established neighborhood generating little to no impact to the existing lot. Existing infrastructure including electrical, water, sewer, and vehicular access to the existing garage structure are to be utilized for the proposed development. This will ensure minimal impact to the property while focusing on site improvements.
- iii The applicant has provided evidence that provision has been made to connect to the Town's public water supply system
 - Access to the Town's public water supply system exists on the site. Connection to the
 existing water supply system is proposed.
- iv The applicant has provided evidence that provision has been made for a public sewage disposal system or, if other methods of sewage disposal are proposed, adequate evidence that such system shall comply with state and local laws and regulations

- Access to the Town's public sewage disposal system exists on the site. Connection to the existing sewage disposal system is proposed.
- v The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed use of these areas are compatible with such conditions
 - An existing garage structure on the current lot is to be replaced with a new single-family residence. The proposed design reduces the impervious area of the site by moving the proposed structure south on the property, removing part of the existing driveway and increasing the open space and landscaping. Minor grading and minimal site impact will be necessary for this new development.
- vi The applicant has provided evidence to show that all areas of the proposed subdivision may involve other natural hazards including flood and wildfire have been identified and mitigated to the maximum extent practicable
 - Presence of natural hazards including flood and wildfire do not exist on the site.
- **vii** The applicant provides a clear assumption of responsibility for maintain all roads, open spaces, and other public and common facilities in the subdivision
 - The property is accessed from an established road, Mesa Verde Ave. Access to lot 10B will be maintained by the owners. No public or common facilities are proposed in this subdivision.
- **viii** As applicable, the proposed phasing for the development of the subdivision is rational in terms of available infrastructure capacity and financing.
 - Phasing is not necessary for the development of a single structure on Lot 10B. Financing will be secured prior to permit issuance by the Town of Carbondale.
- ix The subdivision is consistent with the approved subdivision conceptual plan, if applicable, unless detailed engineering studies require specific changes based on site conditions (in which case the applicant shall not be required to pursue another conceptual plan approval)
 - N/A
- **x** The subdivision is consistent with Comprehensive Plan and other adopted Town polices and plans, including any adopted transportation plan or streets/roadway plan.
 - This proposed subdivision is consistent with the comprehensive plan and other adopted town polices and plans. An existing garage structure on the current lot is to be replaced with a new single-family residence. The density and vision for the town with this proposal aligns with the current adopted plans and policies by the Town of Carbondale.

We are seeking approval for the subdivision of an existing property located at 520 Mesa Verde Ave. The existing residence is to remain unchanged on Lot 10A and construction of a single-family home is to be permitted on Lot 10B.

Thank you for your consideration in this matter. We look forward to your response.

EXHIBIT A - Chapter 17.03.2.4.B.(Table 3.2-5) - R/LD District Dimensional Standards; Lot area, minimum

EXHIBIT A - Chapter 17.03.2.4.B.(Table 3.2-5.A) - R/LD District Dimensional Standards; Lot depth, minimum

EXHIBIT B - Chapter 17.03.7.2.(Table 3.2-7) - Maximum Impervious Lot Coverage, Residential Districts; R/LD

EXHIBIT C – Existing Subdivision Covenants for Colorado Meadows

EXHIBIT D – Original Subdivision Plat of Colorado Meadows

EXHIBIT E – List Adjoining Property Owners

EXHIBIT F – Title of Ownership

EXHIBIT R.1 - Preliminary site plans including building placement, utilities, lot sizes, and impervious area

EXHIBIT R.2 – Solar Analysis

EXHIBIT R.3 – Survey

EXHIBIT A

3.2. Residential Districts
3.2.4. Residential/Low-Density (R/LD)
3.2.4.B. Dimensional and Other Standards

CHAPTER 17.03: ZONING DISTRICTS

B. Dimensional and Other Standards

t Standards	
Lot area, minimum	6,000 sf [1]
Lot depth, minimum	100 feet
Lot width, minimum	60 feet [2]
Impervious lot coverage, maximum	See Table 3.7-2
etbacks, Minimum	
Front	15 feet
Side	7.5 feet
Side, street	10 feet
Rear	7.5 feet
Rear, adjacent to alley	5 feet
uildingStandards	
Height, principal dwelling unit, maximum	27 feet
Height, accessory buildings, maximum	22 feet
otes:	
 Minimum lot area for properties in the original Townsite, Wender's aAddition is 5,500 square feet. 	eaver's a gainton, and

EXHIBIT B

Zoning District	AG	OTR	R/LD	R/MD	R/HD	
Net Lot Area	Maximum Impervious Lot Coverage Percentage (%)					
400,000 sf or larger	5	1.5	5	60	60	
200,000 - 399,999 sf		2	7	60	60	
87,120 – 199,999 sf		4	15	60	60	
43,560 – 87,119 sf		8	20	60	60	
20,000 – 43,559 sf		16.5	25	60	60	
15,000 – 19,999 sf		21	33	60	60	
12,500 – 14,999 sf		24	35	60	60	
10,000 – 12,499 sf		29	42	60	60	
7,500 – 9,999 sf		34	45	60	60	
6,000 – 7,499 sf		40	52	60	60	
4,000 – 5,999 sf		42	52	60	60	
Less than 4,000 sf		44	52	60	60	

Recorded at Si47 o'clock P. M. DEC 5 1975

Reception No. 270461 Ella Stephens, Recorder

PROTECTIVE COVENANTS COLORADO MEADOWS SUBDIVISION Carbondale, Colorado

REDSTONE CORPORATION, the declarant herein and developer, owner of Colorado Meadows Subdivision, Carbondale, Colorado, as the same appears upon that plat filed for record on December 5/975 as Reception No. 270460, in the office of the Clerk and Recorder of Garfield County, Colorado, does hereby covenant and agree that the use thereof shall be restricted by the terms and conditions as hereinafter set forth. It further covenants and agrees that the hereinafter set forth restrictions shall be covenants running with the land and shall be binding upon itself, its successors and assigns, and shall be mutually binding and enforceable by all purchasers of lots or property within said Subdivision.

The protective covenants to run with the land are as follows:

- l. All lots and parcels within the Subdivision, except as hereinafter identified for use as parks, green belt and roadway easement, shall be used for no other purpose than single family residences. To this end no building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling and appurtenant structures such as garage, carport, storage structure, or house workshop, as may be approved by the Architectural Control Committee.
- 2. Each single family dwelling shall be set back from the lot lines as follows:
 - (a) Street. 20 feet, except those lots facing on 8th Street where the set-back shall be 25 feet.
 - (b) Rear lot line. 20 feet.
 - (c) Side lot line. 7 1/2 feet.

Eaves, steps and open porches shall not be considered part of a building in computing set-backs.

- 3. No building shall exceed 27 feet in vertical height measured from the finished elevation of the intersection of the center of the front street with a line drawn from the center of a lot perpendicular to the front line of the lot, such total height to include the roof.
- 4. Easements for the installation and maintenance of utilities and drainage facilities for the benefit of the public are reserved as shown on the recorded plat as to each and all of the lots.
- 5. No gas lines, light, powerlines, telephone lines or television cables shall be permitted unless said lines are buried underground and out of sight from their primary source at the lot line to the unit, at the owner's expense.
- 6. The floor area of each single family dwelling, exclusive of open porches and garages, shall not be less than 1,000 square feet of finished living area on the ground floor level. In addition, no dwelling shall be built nor sold which does not have off-street paved or asphalt parking space for at least two automobiles.
- 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No light shall be emitted from any property within the Subdivision which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any such property which is unreasonably loud or annoying; and no odor shall be emitted on any such property

which is unreasonably noxious or offensive to others All property within the Subdivision, including all improvements on any such property, shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair.

- 8. No structure of a temporary character, trailer, basement, camp, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
- 9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- 10. No sign of any kind shall be displayed to the public view of any lot, except one professional sign of not more than 6 square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales.
- ll. No lot shall be used or maintained as a dumping ground for rubbish and no vehicle shall be allowed on any lot which does not have a current license plate recognized as valid by the State of Colorado and a current safety inspection sticker issued by authority of the State of Colorado. All recreational vehicles and equipment shall be stored out of view in a garage or attached storage room or area.
- 12. Trash, garbage and other waste shall be kept only in covered sanitary containers.
- 13. No structures shall be placed or located in any manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or alter such drainage.
- 14. No dwelling constructed in the Subdivision shall be occupied prior to completion and issuance of a Certification of Completion by the Town of Carbondale.
- 15. An Architectural Control Committee, ("the Committee"), is hereby created to function as follows:
 - (a) The Architectural Control Committee shall consist of three members: Robert J. Delaney, 818 Colorado Avenue, Glenwood Springs, telephone 945-7722; Joan Duprey, 818 Colorado Avenue, Glenwood Springs, telephone 945-7722; and Patrick Fitzgerald, 1614 Grand Avenue, Glenwood Springs, telephone 945-8653. A majority of the Committee may designate a representative to act for it. Should a member resign, or become unable to act, the other members can appoint a successor. One or more members may be replaced by the developer until transfer of all Subdivision lots, and thereafter by written designation recorded in the Garfield County Clerk's office showing approval by a majority of the Subdivision lot owners.
 - (b) Before anyone shall commence the construction, remodeling, addition to, or alteration of any building, wall, fence, or other structure whatsoever, within the Subdivision, there shall be submitted to the Architectural Control Committee, two complete sets of the plans and specifications for said work and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have been approved in writing by the Architectural Control Committee. Such plans and specifications shall be submitted in writing over the signature of the owner of the site

or his authorized agent. Approval shall be based, among other things, on quality of construction; adequacy of site planning; conformity and harmony of exterior design with neighboring structures; effect of location and use of improvements on neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Committee shall not arbitrarily or unreasonably withhold approval of such plans and specifications. Neither moved in houses, prefabricated, precut, or modular type construction shall be approved, unless the Committee shall affirmatively determine that the proposed construction will not detract from, and is compatible with Subdivision standards.

- (c) The Architectural Control Committee shall approve or disapprove in writing, said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications with the approval or disapproval shall be retained by the Committee. In the event no action is taken to approve or disapprove such plans and specifications within said thirty day period, the provision requiring approval of said plans and specifications shall be deemed to have been waived.
- (d) The Committee may grant variances from the strict application of these protective covenants, subject to the following conditions:
 - 1. A detailed written application for variance shall be submitted to the Committee supported by plat or drawings and with a processing fee of \$25.00, plus any costs or fees the Committee may incur in having the request evaluated or reviewed.
 - 2. Proof acceptable to the Committee of at least ten (10) days advance written notice to all Subdivision property owners within 200 feet from the exterior boundaries of the site.
 - 3. The variance conforms to zoning, building code and other ordinances of the Town of Carbondale, or that appropriate variance has been approved by the Town of Carbondale.
 - 4. An affirmative finding by the Committee that the variance will not create substantial adverse effects to other Subdivision property owners, and is in conformity with the quality, objectives and general standards of the Subdivision.
- (e) Neither the developer, the Committee members, nor their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans for approval agrees, by submission of such plans, and every owner of any of said property agrees, by acquiring title thereto, that he will not bring any action or suit against Declarant to recover any such damages.

- 16. No front yard fences shall be constructed on any lot nor located at a point on the lot closer to the street than the front edge of the house or dwelling thereon. All fences shall be of wood construction, no higher than 72 inches, and if painted or stained any color other than a natural wood color or white, prior approval must be obtained from the Architectural Control Committee.
- 17. No elevated tanks of any kind shall be permitted on any lot for storage of gas, fuel, water, oil or other substance. Any such storage tanks shall be buried below ground level.
- 18. During the course of actual construction of any permitted structures, roads or improvements, the provisions contained in this Declaration shall be deemed waived to the extent necessary to permit such construction, provided that, during the course of such construction, nothing is done which will result in a violation of any of said provisions upon completion of construction.
- 19. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, after which said time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be changed at any time by two thirds of the Subdivision lot owners, following at least 20 days written notice to all lot owners, the change to be recorded in the Garfield County Clerk's office. Notwithstanding anything to the contrary contained herein, after the expiration of one year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of these covenants, unless actual notice of such noncompliance or noncompletion, executed by declarant, shall appear of record in the office of the Clerk and Recorder of Garfield County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.
- 20. Enforcement shall be by proceedings at law or in equity by any owner or owners, or association thereof, of the land hereby restricted, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. For purposes of this section, the declarant, Redstone Corporation, or its successors shall be deemed an owner so long as lots in the Subdivision remain to be sold or developed.
- 21. Invalidation of any one of these covenants by judgment or court order shall in noway affect any of the other provisions which shall remain in full force and effect.
- 22. These covenants are subject to applicable laws and to ordinances of the Town of Carbondale, and violation of said laws or ordinances are violations of these covenants, subject to enforcement as hereinabove provided.

Dated and signed this 4/h day of permitter, 1975.

REDSTONE CORPORATION STATE OF COLORADO COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me this day of _______, 1975 by Robert Delaney as President My commission expires:

NOTATION MY commission expires:

GETTINATING OF SECRETIAN AND AMBRICAN

THE ART OF THE A 75.00° LOT (2 OO COT IS 130001111 20 130001111 Searning on this plat prograte from monuments on 500 to 50 LOTA 2000 W 11780 B 79.96 65,00° 65.00 LOT 10 14765 SG.FT.T LOT 8 1,000 FT¹2 UOT 12 9700 FT.*± L 01 5 LOT 6 1000 FT's C 701 LOT 9 LOT 10 2348 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 5 T R E E T GOORT'S GOORT'S GOORTS LOT 1 408 913 5 TO SHOWER NO Ви Вирну, балетаку 13,3802 FT 98,111 O LOT 4. The foregoing defication was acknowledged peffere me this 3/2/2 day of CLOSES. AD. 1975 - by Chical Distance Casa Computer My consistent expires: 8/03/28.

Without HT 1980 AND 2006. 8 LOT 5 (8.45° 00' 00' 8 60.81' (546°0|23°E the subtristin of land, it is a set my head and seal this Z N day off October R. A.O. 13 74. C = 1.48 A: 46'07'16 E: 52.52 E: 52.52 F: 52.52 A 10/16/20 0 NOTE-1

A "V" public whitey and distings, coverners of the public whitey and distings, coverners of the public which is hardly reserved and additional equipment of the public white from the holden on this pile. A 100° Unity the front left free of 1616 8 thru 19, Block 2 and the 11th Unit of 1804 8. DHOLE Sale Apple

EXHIBIT E

Parcel ID	Owner	Address	City	State	Zip
239334201011	Emily Good	522 Mesa Verde	Carbondale	co	81623
239334200012	Corinna Barry	522 N. 8th St.	Carbondale	со	81623-2815
239334201012	Darryl & Stephanie Reeves	532 N. 8th St.	Carbondale	со	81623
239334201013	Charles Wicker Moses	542 N. 8th St.	Carbondale	со	81623
239334200030	PRICHARD, RANDOLPH STANLEY & LEONAITIS, CATHERINE A	552 Cowen Dr.	Carbondale	со	81623
239334201009	Luz Ford	516 Mesa Verde Avenue	Carbondale	со	81623



ONE REPORT

To: NA Date Ordered: 03-03-2021

Attn: DAMON ROTH Order Number 872679

Fax: Phone: 970-948-8985

Address: 520 MESA VERDE AVE CARBONDALE, CO 81623 County: GARFIELD

LEGAL DESCRIPTION

LOT 10, BLOCK 3, COLORADO MEADOWS SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.

OWNERSHIP & ENCUMBRANCES

Certification Date: 02-12-2021

OWNERSHIP: DAMON B. ROTH AND, DANYIELLE L. BRYAN

 Doc Type
 Doc Fee
 Date
 Reference#

 WARRANTY DEED
 \$44.00
 06-13-2007
 725432

ENCUMBRANCES AND OTHER DOCUMENTS

ItemPayable ToAmountDateReference#DEED OF TRUSTDITECH FINANCIAL LLC\$352,000.0007-26-16880189

Cust Ref#

By: MARY HANISKO

Land Title

Property Resource Specialist
Email: oe@ltgc.com
Phone: 303-850-4190
Fax: 303-393-4827

This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.

Form OE.WEB 06/06



Reference: 520 MESA VERDE AVE CARBONDALE, CO 81623

Attached are the additional documents you requested:

Doc TypeRecordedReception#/BookPage

MARY HANISKO

Land Title

Property Resource Specialist
Email: mhanisko@ltgc.com
Phone: 303-850-4193
Fax: 303-393-4827

ADD.DOCS 872679

Reception#: /25432 06/13/2007 11:22:10 AM B: 1937 P: 0226 Jean Alberico 1 of 2 Rec Fee:\$11.00 Doc Fee:44.00 GARFIELD COUNTY CO

WARRANTY DEED

THIS DEED, made this May 31, 2007, between Jessica Baker and Thomas Hunt

of the County of Pitkin and State of Colorado, grantor(s), and Damon B. Roth and Danyielle L. Bryan

DETTION

whose legal address is 210 Teal Court, Aspen, CO 81611

of the County of Pitkin and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the 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 Pitkin and State of Colorado, described as follows:

Lot 10, Block 3, Colorado Meadows Subdivision, in the Town of Carbondale.

Couty of Garfield, State of Colorado

also known by street and number as: 520 Mesa Verde, Carbondale, CO 81623

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appeartaining, and 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 himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that of the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those set forth in Exhibit "A" attached hereto and made a part of.

The grantor(s) 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 lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Jessica Baker

By: Thomas Hunt as Attorney in Fact

Thomas Hunt

STATE OF COLORADO

COUNTY OF Pitkin

The foregoing instrument was acknowledged before me this May 31, 2007, by Jessica Bal

Attorney in Fact and Thomas Hunt.

My Commission expires: Q = 11 - 07

Witness my band and official seal

Notary Public

Return to grantee

BUILDING BUILDING CONTROL OF CONT

Reception#: 725432 06/13/2007 11:22:10 AM B: 1937 P: 0227 Jean Alberico 2 of 2 Rec Fee:\$11.00 Doc Fee:44.00 GARFIELD COUNTY CO

Exhibit "A"

- 1. Taxes for the year 2007 and all subsequent years.
- 2. Right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetate or intersect the subject property as reserved in the United States Patent recorded May 23, 1892, in Book 12 at Page 160.
- 3. Easements, rights of way an other matters as set forth on the Plat of Colorado Meadows recorded December 5, 1975, Under Reception No. 270460
- 4. Restrictions, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in the instrument recorded in Book 481 at Page 50 and as Amened in Book 489 at Page 707.

880189 07/26/2016 08:53:23 AM Page 1 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

When recorded, return to: Ditech Financial LLC, c/o Indecomm Global Services 1260 Energy Lane St. Paul, MN 55108

opinions.

Ellie Mae, Inc.

COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01

Title Order No.: 20748046	
LOAN #: 160076277	
[Space Above This Line For Recording Da	ata]
DEED OF TRUST	
	MIN 1006569-0000134280-3
DEFINITIONS Words used in multiple sections of this document are defined below and oth 18, 20 and 21. Certain rules regarding the usage of words used in this document, which is dated July 12 all Riders to this document. (B) "Borrower" is DANYIELLE L BRYAN, A Married Woman joined by ROTH.	ment are also provided in Section 16. , 2016, together with
Borrower is the trustor under this Security Instrument. (C) "Lender" is Ditech Financial LLC Lender is a Corporation,	organized and existing under the laws of
Delaware. Lender's a 880, Tampa, FL 33607.	address is 3000 Bayport Drive, Suite
(D) "Trustee" is the Public Trustee of Garfield (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a sa nominee for Lender and Lender's successors and assigns. MERS is the beautiful MERS is organized and existing under the laws of Delaware, and has an a 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. (F) "Note" means the promissory note signed by Borrower and dated July states that Borrower owes Lender THREE HUNDRED FIFTY TWO THOUS	eneficiary under this Security Instrument. address and telephone number of P.O. Box y 12, 2016. The Note
plus interest. Borrower has promised to pay this debt in regular Periodic Pathan August 1, 2046. (G) "Property" means the property that is described below under the head (H) "Loan" means the debt evidenced by the Note, plus interest, any prepathe Note, and all sums due under this Security Instrument, plus interest. (I) "Riders" means all Riders to this Security Instrument that are executed executed by Borrower [check box as applicable]:	ayments and to pay the debt in full not later ing "Transfer of Rights in the Property." syment charges and late charges due under
 ☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ V.A. Rider ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider 	☐ Other(s) [specify]
(J) "Applicable Law" means all controlling applicable federal, state and administrative rules and orders (that have the effect of law) as well as a	

Page 1 of 9

COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST

LOAN #: 160076277

- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County**[Type of Recording Jurisdiction] Of

Garfield

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: R00340570

which currently has the address of 520 Mesa Verde, Carbondale,

[Street] [City]

Colorado 81623

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the

COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc. Page 2 of 9



Initials⊭



880189 07/26/2016 08:53:23 AM Page 3 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined



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under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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- **6.** Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nonrefundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained. and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms apd

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conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Separity



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Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- **18.** Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may

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reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property.



COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 8 of 9

COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST

Initials

880189 07/26/2016 08:53:23 AM Page 9 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.
 - 24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

DANYIELLE L'BRYAN

TE Ó

DAMON B ROTH

STATE OF COLORADO County ss: GARFIELD

The foregoing instrument was acknowledged before me this 12th day of JULY, 2016, by DANYIELLE L BRYAN AND DAMON B ROTH.

Witness my hand and official seal.

My Commission Expires: $\frac{5-11-2019}{}$

Notary Public

LAWRENCE EDWARD STEVENSON NOTARY PUBLIC - STATE OF COLORADO Notary Identification # 20024010642 My Commission Expires 5/11/2019

Lender: Ditech Financial LLC

NMLS ID: 1057

Loan Originator: Nicholas Joseph Verello

NMLS ID: 121383

Initials: COEDEED 0315 COEDEED (CLS)

07/12/2016 01:51 PM PST

COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 9 of 9



880189 07/26/2016 08:53:23 AM Page 10 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

Order No.: **20748046** Loan No.: 160076277

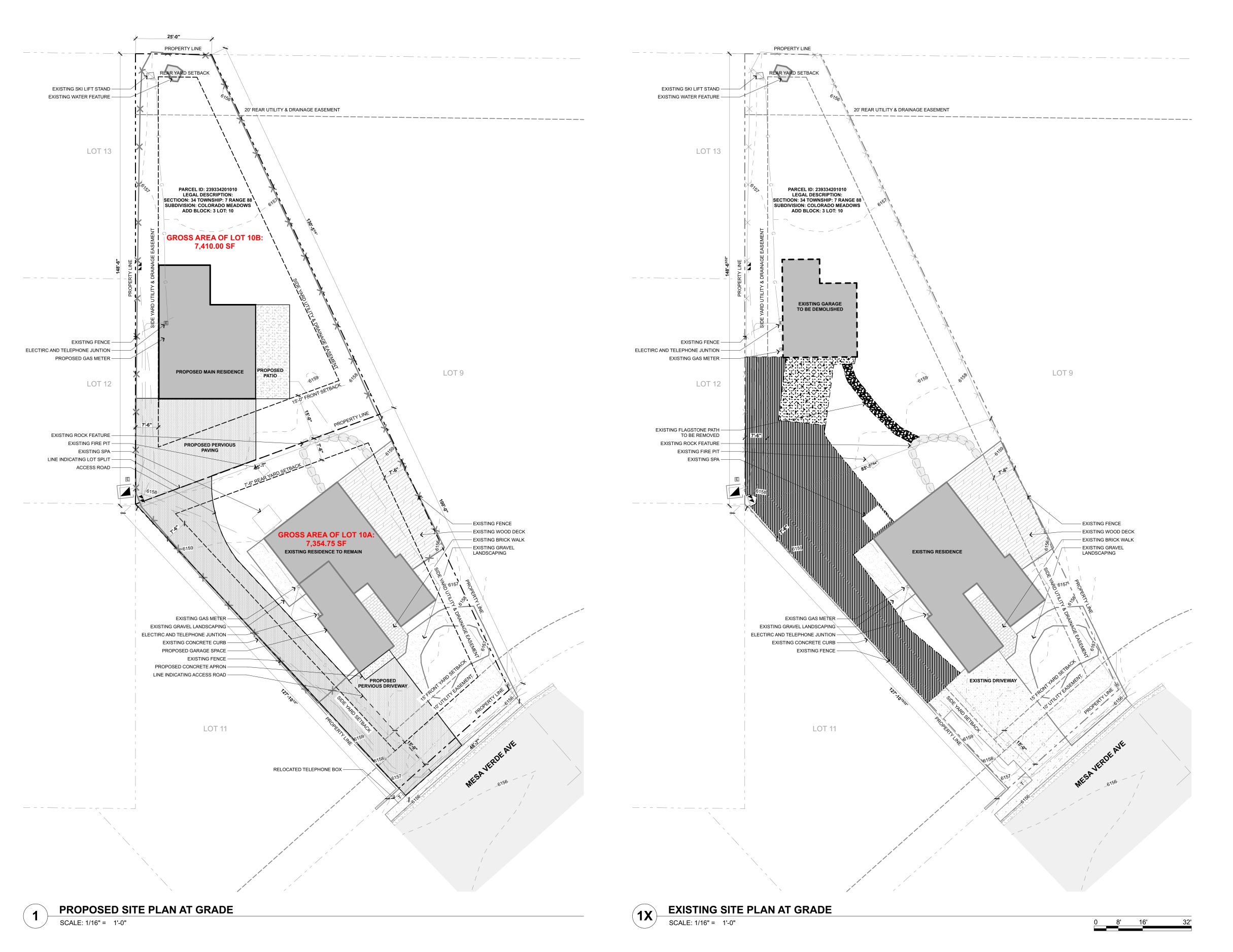
Exhibit A

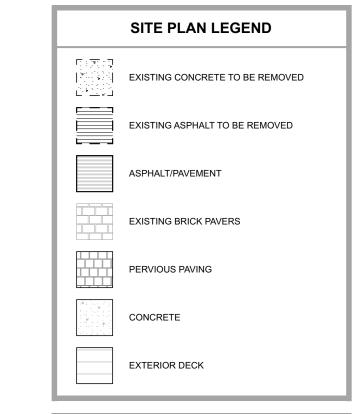
The following described property:

ALL THE REAL PROPERTY, TOGETHER WITH IMPROVEMENTS, IF ANY, SITUATE, LYING AND BEING IN THE COUNTY OF PITKIN AND STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 10, BLOCK 3, COLORADO MEADOWS SUBDIVISION, IN THE TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO

Assessor's Parcel No: 239334201010





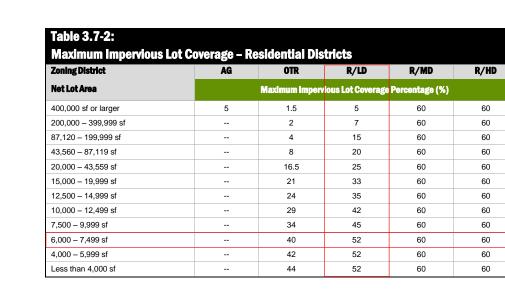
TOPOGRAPHY LEGEND

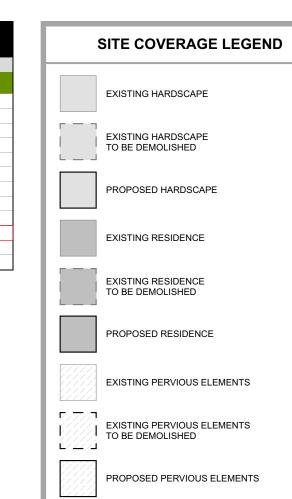
---- EXISTING 1' CONTOUR

---- PROPOSED 1' CONTOUR

---- EXISTING 5' CONTOUR

---- PROPOSED 5' CONTOUR





PROPOSED EXEMPT PERVIOUS DRIVEWAY ELEMENTS PER 17.03.8.5.F

ACCESS ROAD PER 17.05.5.5.2.C.2(a)

3,752.50 SF 2,244.25 SF 943.25 SF 6,944.50 SF

0 SF 735.00 SF

1,555.50 SF

4,664.75 SF 3,089.255 SF 7,354.75 SF

42.00%

446.50 SF 1,203.50 SF 1,280.50 SF 427.50 SF

2,930.50 SF

4.50 SF 0 SF

EXISTING LOT

EXISTING
HARDSCAPE
RESIDENCE
PERVIOUS ELEMENTS
TOTAL EXISTING

PROPOSED LOT 10A

EXISTING TO REMAIN
HARDSCAPE
RESIDENCE'
PERVIOUS ELEMENTS
TOTAL EXISTING TO REMAIN

TOTAL AREA TOTAL IMPERVIOUS AREA LOT AREA

TOTAL LOT COVERAGE

PROPOSED LOT 10B

EXISTING TO REMAIN
HARDSCAPE'
RESIDENCE
PERVIOUS ELEMENTS
TOTAL EXISTING TO REMAIN

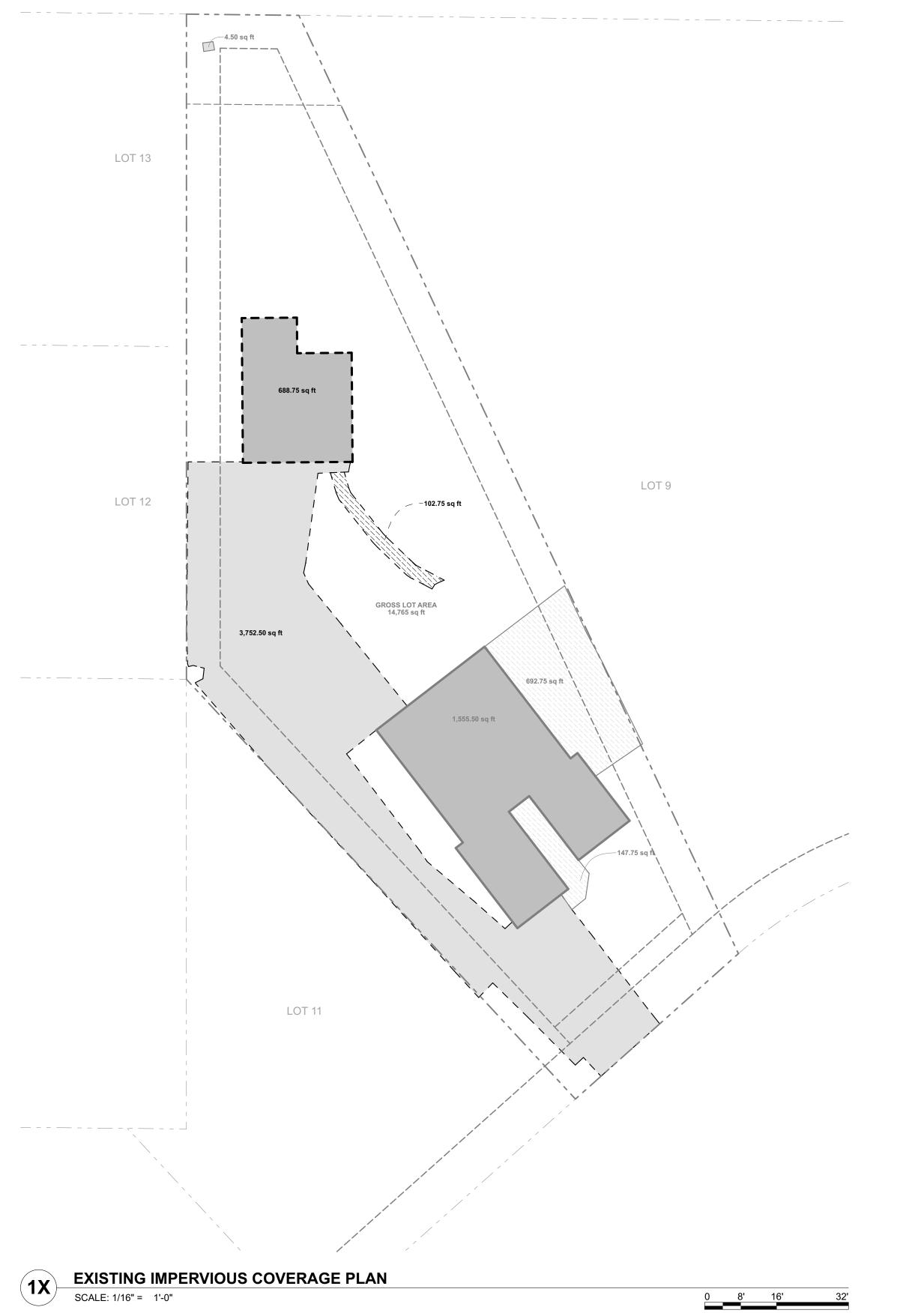
TOTAL AREA

PROPOSED
HARDSCAPE'
RESIDENCE'
PERVIOUS ELEMENTS
AFTER 10% EXEMPT'

PROPOSED
HARDSCAPE'
RESIDENCE
PERVIOUS ELEMENTS
AFTER 10% EXEMPT'

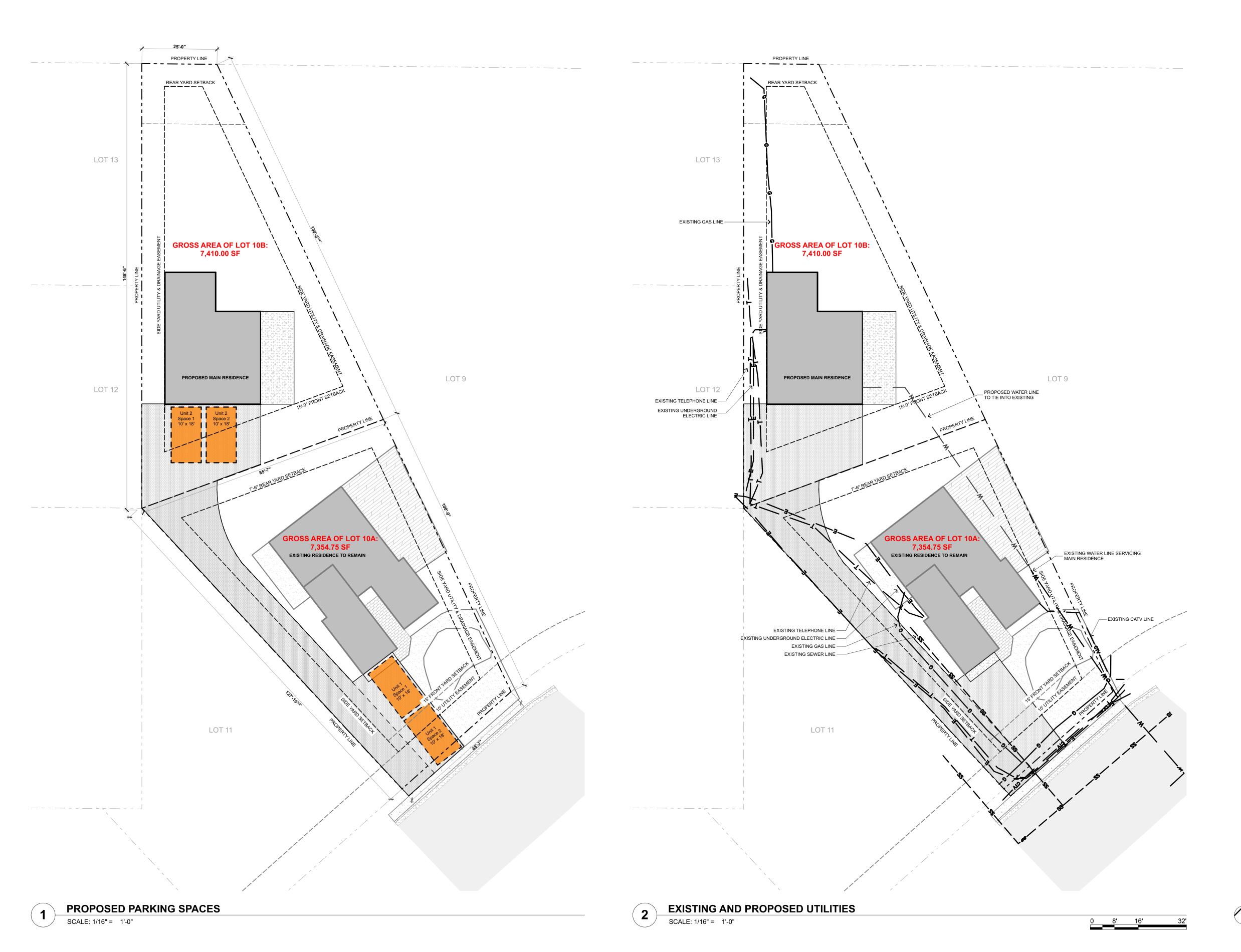
ACCESS ROAD* TOTAL PROPOSED

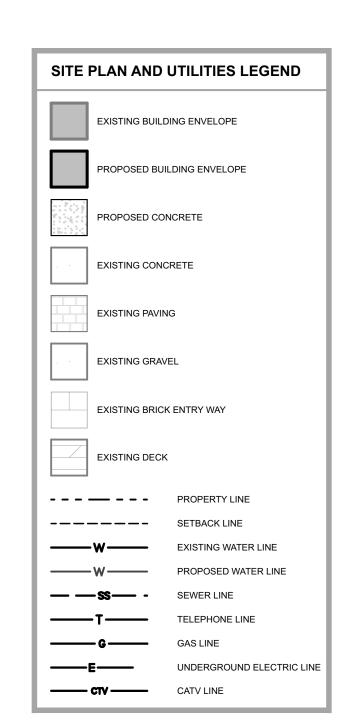










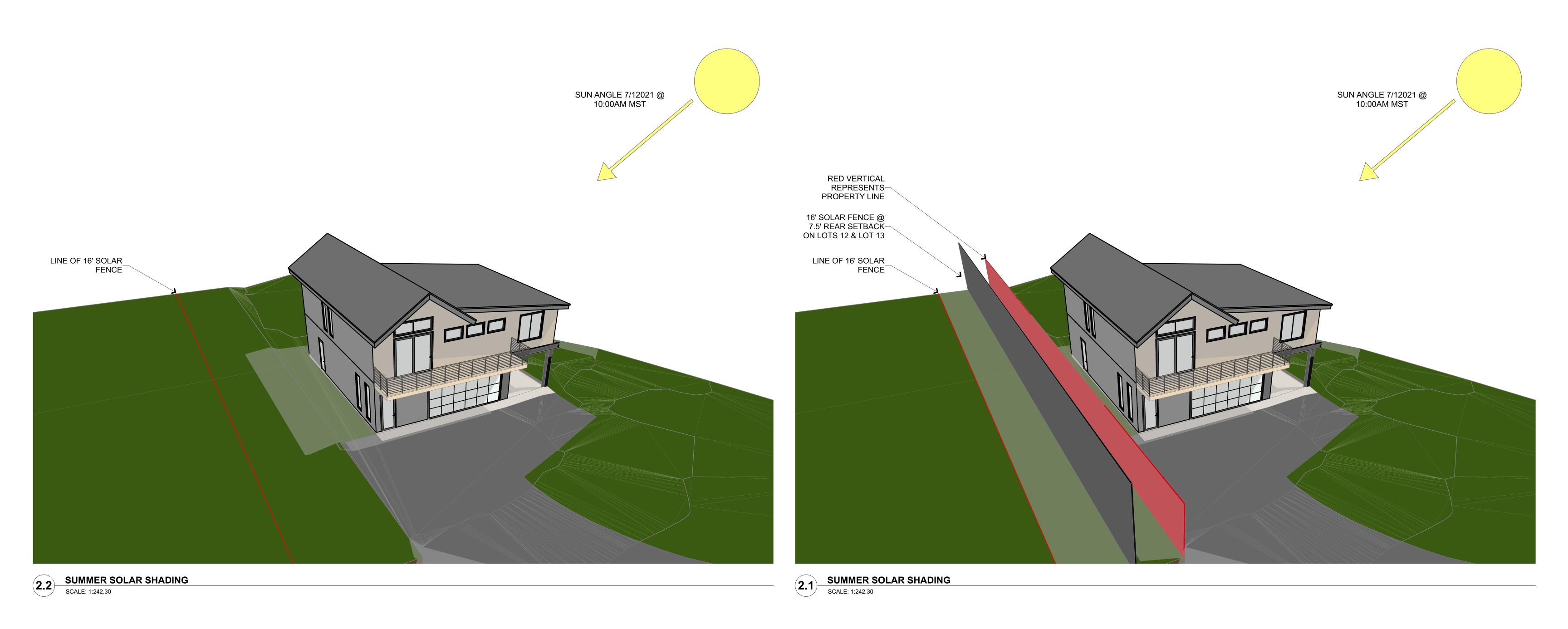


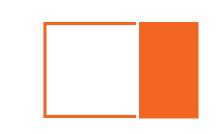


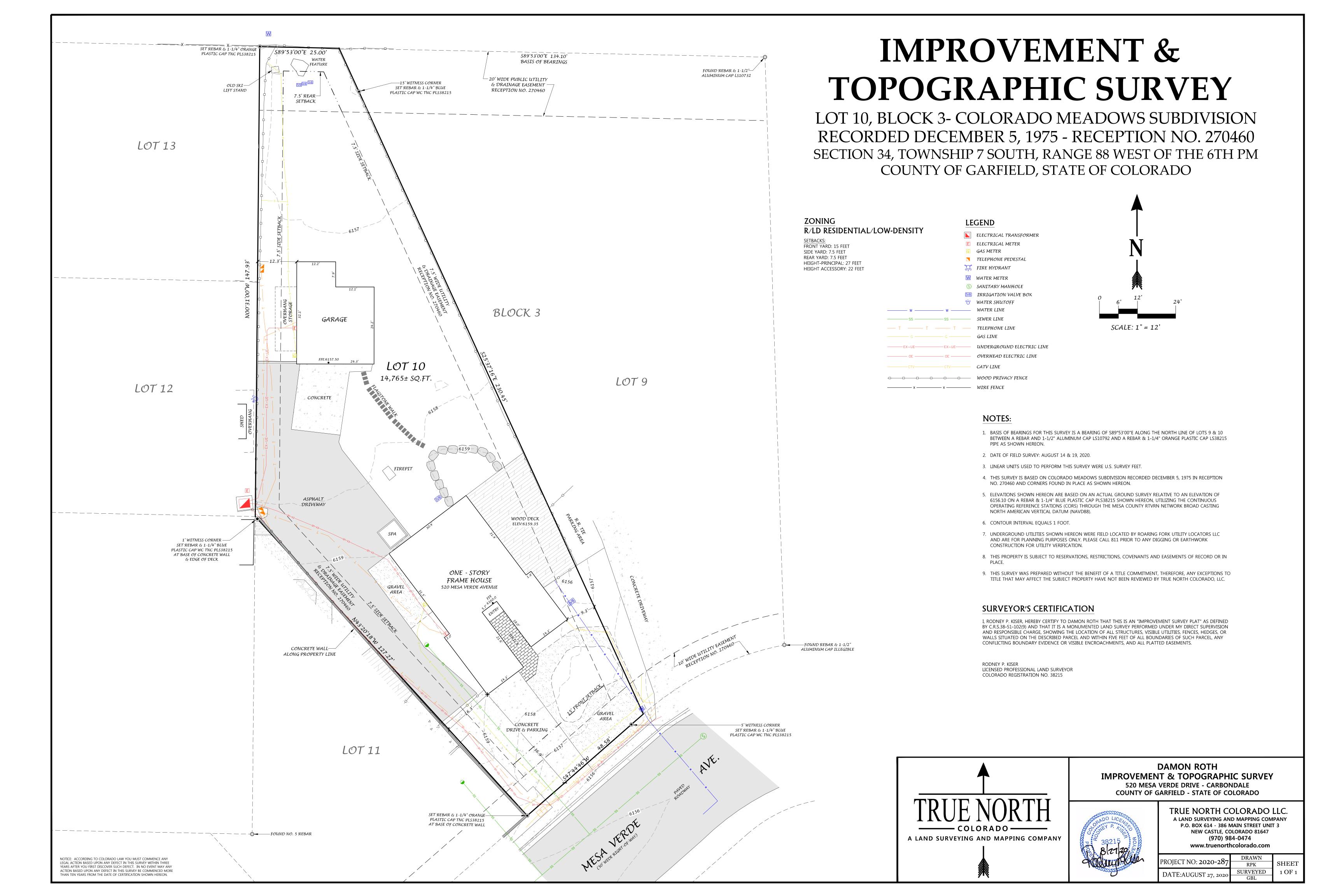


WINTER SOLAR SHADING
SCALE: 1:242 30











Town of Carbondale 511 Colorado Ave Carbondale, CO 81623

Transmittal

item Number: LU21-17
Date Routed:
Comments Due: 6-16-21
TO:
To assist the Town in its review of this project, your review and written comments are requested. Please notify the planning department if you will not be able to respond by the date listed above. Please contact the planning department should you have any additional questions regarding this project.
Applicant: Forum Phi
Owner of Record: Damon Roth & Danyielle Bryan
Location:520 Mesa Verde Avenue
Zone: R/LD
Project Description: Major Plat Amendment to subdivide a single established lot into 2 lots.
Planner:
COMMENTS:

- 1. The proposed access is acceptable.
- 2. The existing water system is capable of providing the required fire flow and the existing fire hydrants are adequate.
- 3. The new unit is subject to the Fire District's impact fee requirements. The current Fire District impact fees are \$730 per unit.

Date: June 16, 2021

Bill Gavette Deputy Chief Carbondale & Rural Fire Protection District 970-963-2491 To: The Carbondale Planning Commission

msikes@carbondaleco.net

Re: Lot Splitting From: Ron Baar

I reside at 508 Mesa Verde Avenue in the Colorado Meadows Subdivision. This subdivision was created nearly 45 years ago.

This letter is written in opposition to the Major Plat Amendment request to subdivide an established lot into two separate lots within our subdivision by Forum Phi.

Where I live, my lot size is similar in size & shape to the applicants' lot on 520 Mesa Verde Avenue.

In theory, I could probably benefit from the precedent set if a lot split is approved by doing the same at a future date.

Still, I am opposed to this precedent setting proposal as it could have the potential to be the beginning of a radical transformation within our subdivision.

The subdivision developer, Robert Delaney in 1975, most certainly did not foresee that any property owner within the subdivision would want to split their lot. This was not a consideration of the times.

Carbondale was a very small community within a much less populated valley, as was Aspen, & Basalt at the time.

In more recent times, covenants are now written into newer subdivision rules to prohibit such actions.

But back than, who could foresee the shape of what Carbondale, or the Roaring Fork Valley for that matter, would be 45 years later.

You as a board are now being asked to determine the future direction you envision for certain areas of the community if not the entire town itself.

The town has established that it wants more infill for the purpose of creating more housing opportunities. This is ongoing. It is most evident along the highway 133 corridor.

If you approve this lot split proposal you will be setting a precedent that will give the potential to drastically change many of the older subdivisions as well as other older established residential neighborhoods within the Carbondale community.

So I beg the question; Is doubling the lot potential & therefore doubling the homes and ADU's within already established residential neighborhoods part of the plan?

Is creating subdivisions within subdivisions part of the plan?

I hope not.

In their application for the lot split request the property owners state that the purpose of the lot split is to create additional housing opportunities for local residents within the town of Carbondale.

Already this is allowable without a lot split. By code, they are allowed to build up to a 1000 square foot Accessory Dwelling Unit.(ADU)on their property.

A lot split simply creates the doubling of allowed structures & another sellable piece of property.

That certainly affects the integrity of the subdivisions' original intent as well as my neighborhood.

Please reject this proposal.

Thank You,

Ron Baar



MEMORANDUM

Date: June 18, 2021

To: Carbondale Planning + Zoning Commission/Project Steering Committee

From: Cushing Terrell

RE: Comp Plan Update – Chapter 2 Recommendations

VISION + GOALS

At the June 10th PSC Mtg. #1, the PSC members discussed the organization of the **Chapter 2: Vision + Goals of the 2013 Comprehensive Plan**. The following preliminary recommendations are provided by the Consultant team as ways to help organize the structure and terminology used throughout Chapter 2: Vision and Goals. The recommendations are aimed at reducing redundancy while establishing a simple and clear hierarchy and differentiation of plan terms as: 'themes', 'topics', 'vision' and 'goal' statements.

Chapter 2 of the 2013 Comp Plan introduces an overarching 'theme' as noted:

'A Vision for a Sustainable Future describes the desired conditions that will allow future generations to enjoy the same quality of life that the community enjoys today.'

The following 'Themes' and 'Areas of Alignment' are presented:

Community

The values, lifestyles, preferences, and social/civic capacity of residents and the workforce.

Ecology

The natural environment, resources, and climate of the community, region, and earth.

Economy

The community's fiscal conditions, business capacity and individual wealth and economic opportunities.

Four Areas of Alignment

Community identity - small town form

Protecting and enhancing natural resources as an economic development strategy

Developing and using renewable energy

Diversity in housing types

Recommendations:

- Establish a singular and overarching 'Vision Statement'
- Clarify what a 'Theme' or 'Topic' is and explain how it is applied as a part of the Comprehensive Plan
- Clarify what the 'Areas of Alignments' are and how 'Areas of Alignment' are differentiated from a 'theme' or 'topic'
- Option: Eliminate the 'Four Areas of Alignment' as they are essentially applied on the follow pages of the Plan as 'Themes' or 'Topics'.

Chapter 2: Vision and Goals

2.1 Introduction

2.2 Small Town Character Vision and Goals 8 Goals / Strategies

Note: Strategies are described in Chapter 4: Future Land Use Plan (correct this to include Strategies as part of Chapter 5: Implementation Strategies)

2.3 Economic Growth, Diversification and Self-Sufficiency 4 Goals / 20 Strategies

2.4 Diversity in Housing Types 1 Goal / 7 Strategies

2.5 Infrastructure and Town Government Fiscal Health 4 Goals / 15 Strategies

2.6 Ecology and Renewable Energy 3 Goals / 10 Strategies

2.7 Governance No Goals or Strategies identified

2.8 Diverse, Creative and Educated Community

No Goals or Strategies identified

2.9 Youth Vision No Goals or Strategies identified

Recommendations:

- Each item above is interpreted as either a 'Theme' or a 'Topic'. Decide which term is most appropriate and use one term or the other.
- In the Introduction, add a definition section to clarify 'Theme' OR 'Topic' and 'Goal' statements and explain how these are applied as a part of the Comprehensive Plan
- Define the term 'Strategy' and emphasize that 'Strategies' will be further explained in the Chapter 5: Implementation Strategies.
- Create consistency in the formatting of 2.2 through 2.9.
 - Key There (or Topic), followed by Goal Statement
 - Eliminate the term 'Vision' as part of 2.7, 2.8 and 2.9
- Reformat 'Vison' statements in 2.7, 2.8 and 2.9 as 'Goal' statements
- Review and edit all 'Themes and 'Topics' and 'Goal' Statements as needed

The following Chapter 2 subsections should be reviewed and edited by the PSC as required.

Are goal statements still relevant?

Are revisions / edits required?

Are you missing any new topics / goal statements?

2.2 Small Town Character Vision and Goals

(edit as TOPIC: Preserve or maintain small town character

- Goal 1: Optimize resources in the town boundary with infill / redevelopment.
- Goal 2: Encourage quality design that enhances small town character.
- Goal 3: Integrate trees/landscaping into future development and the public realm.
- Goal 4: Identify opportunities for mixed-use commercial / residential.
- Goal 5: Integrate safe, attractive multi-modal options into infrastructure and development.
- Goal 6: Preserve and enhance the desirable characteristics of neighborhoods.
- Goal 7: Contribute to and encourage land conservation on the town periphery.
- Goal 8: Preserve the historic buildings, landmarks, and features by implementing the Historic Preservation Program.

Modify Goal 8 statement: delete 'by implementing the Historic Preservation Program'

2.3 Economic Growth, Diversification and Self-Sufficiency

- Goal 1: Build from Carbondale's economic strengths to cultivate a unique role in the regional economy.
- Goal 2: Capture more local spending.
- Goal 3: Facilitate business development with growth and development processes, standards and decisions that are clear, predictable, fair, consistent, timely and cost-effective.
- Goal 4: Support the enhancement of local food production systems (i.e. growing, processing, marketing, and consumption).

Edit as required

2.4 Diversity in Housing Types

Goal 1: Promote the development of diversity of housing types providing for residents with different economic and housing needs and giving employees the opportunity to live afford ably close to where they work.

Edit as required

2.5 Infrastructure and Town Government Fiscal Health

Goal 1: Align fiscal policies and levels of service with future land use strategies.

Goal 2: Diversify town revenues.

Goal 3: Support the development and maintenance of infrastructure necessary for a sustainable local economy.

Goal 4: Make the Highway 133 roadway more visually attractive.

Edit as required

2.6 Ecology and Renewable Energy

Goal 1: Reduce the demand for energy and produce energy locally.

Goal 2: Embrace the river corridors by preserving them and making them more accessible for recreation.

Goal 3: Improve watershed health and water quality.

Edit as required

2.7 Governance

VISION Convert 'Vision' statements to 'Goal' Statements. Edit Goal statement as required.

- Communication across the community will be effective, issues will be debated openly, and citizens will be confident in a responsive and decisive town government.
- Town officials and residents will respect the importance of private property rights and respect the applicable provisions of the Colorado and United States Constitutions.

 Our community will engage in productive partnerships with other organizations and governments to achieve our goals because we recognize that the whole is greater than the sum of the parts

2.8 Diverse, Creative and Educated Community

VISION Convert 'Vision' statements to 'Goal' Statements. Edit Goal statement as required.

- Carbondale is a real town that fosters individuality, diversity, and respect for one another.
- The Carbondale community is a welcoming and caring place to everyone regardless of their economic circumstances or appearances.
- Well-supported and successful schools will bring us together and help keep this a family-oriented town.
- The community is continually enriched with arts and culture, special events, and performances that inspire civic pride, volunteerism, and unity.

2.9 Youth Vision

VISION Convert 'Vision' statements to 'Goal' Statements. Edit Goal statement as required.

- The community will prosper, grow, and change just enough to keep it interesting, but not so much that it is no longer a safe, friendly, and familiar small town.
- Local businesses will provide more opportunities for shopping in Carbondale, so there will be no need to drive or ride the bus to Glenwood Springs or El Jebel to meet basic needs.
- There will be more opportunities for kids to have fun in town during all seasons. Festivals and celebrations, a wide variety of year-round indoor and outdoor activities, and public places for young people to gather and hang-out in town will make Carbondale a fun and healthy place to grow-up.
- It will remain convenient and sensible to get around Carbondale without a car.
- Carbondale will be a viable and affordable location for young people to build their lives and their careers.
- The community and the students will support and benefit from great schools.
- Carbondale will always embrace diversity and will continue to be welcoming place.
- The views, trails, rivers, and other natural assets that make this a great place will be protected and promoted for future generations to enjoy.

Edit Goal statement as required.

Are any current trends/topics missing that should be highlighted as Topics or Goals in the Comp Plan Update?

Potential Goal Topics

- Community Character / Urban Form
- Multi-modal / Universal Access
- Health, Safety and Well-being
- Equity, Inclusivity, Diversity
- Aging in the Community
- Climate Action Plan / Resiliency / Adaptation

Carbon Neutral / Net Zero Targets\

• Hazard Mitigation



Primary Contacts

Town of Carbondale

• Janet Buck-jbuck@carbondaleco.net

Communications Consultants - PR Studio

• Kathleen Wanatowicz- Kathleen@prstudioco.com

Comp Plan Consultants - Cushing Terrell

- Nora Bland- norabland@cushingterrell.com
- Dave Dixon- davedixon@cushingterrell.com
- Keith Walzak- keithwalkzak@cushingterrell.com

Project Steering Committee

• Carbondale Planning + Zoning Commission

Project Purpose

To update the Town's Comprehensive Plan that establishes the Town's goals for the future and provides direction for decisions affecting the use of land, preservation of open space, transportation systems, economic growth, and public facilities and services.

Project Schedule

- **Kick-off** May 2021
- **Draft Plan** November 2021
- Plan Adoption January 2022

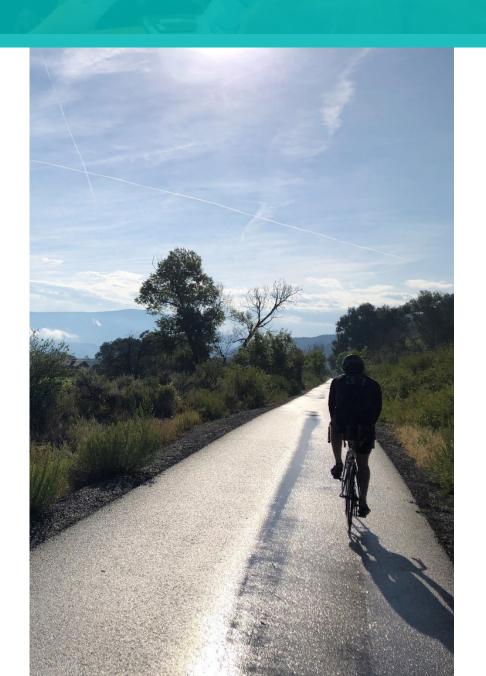
Date(s)	Task/Event	Purpose	Target Audiences	Outreach Strategies	Notes	
PHASE 1: Project + Engagement Kick-off						
June 10	PSC Meeting #1	Present draft engagement plan	N/A	N/A		
Jun 21 - Jul 26	Online survey	Ask general questions about public concerns, recent successes, vision for the Town's future	General public	Social media ads, email blasts, bi-lingual postcards + flyers with QR codes, press release		
Mid-Jun thru Aug	Stakeholder interviews (via Zoom)	Group interviews with key stake- holders	N/A	N/A	Town to assist with scheduling	
July 2nd	Community Event #1: First Fridays Community Celebration	Table presence with info about Update, engagement activity, conversations w/ community, promote online survey	General public	Facebook event + ads, email blasts (not as much needed since we're going to them)		
PHASE 2: Research / Data Collection						
July 15	PSC Meeting #2	Start economics conversation, de-brief on Community Event #1	N/A	N/A		
Late July	Community Event #2: Picnic	Reach community members that are difficult to engage	LatinX community, ranchers	Targeted outreach by community leaders		
August 12	PSC Meeting #3	Present findings from online survey and engagement events	N/A	N/A		
PHASE 3: Draft Comp Plan Update						
Sept 16	PSC Meeting #4	Policy recommendations	N/A	N/A		
Oct 14	PSC Meeting #5	Implementation strategies	N/A	N/A		
Oct 18 (ish)	Community Event #3*	Present draft plan items for public comment, project prioritization	General public	HUGE outreach push - so- cial media ads, email blasts, postcards + flyers, press release, radio	*Virtual meeting, com- bined with online input + PC in-person engagement	
Nov 18	Final PSC Meeting	Discuss findings from Community Event #3	N/A	N/A Town of Carbondale, CO Co.	Disable dete	

Project Steering Committee (PSC)

- Provides overall project guidance
 - Technical plan elements
 - Outreach strategies
- Assists in formulating revised recommendations
 - Implementation Strategies
- 6 PSC meetings over 7 month period
- Estimated 2-month Plan Update approval process

Small Focus Group Interviews

- Up to 6 groups
- 4-7 participants each
- Topical conversations
- Educational (Purpose of Update, how to get involved)
- Issues, Concerns, Opportunities



Potential Focus Groups:

Development / Infrastucture

- Developers / Property Owners
- Affordable Housing Providers
- Architects / Engineers
- Sustainability Advocates

Business Interests

- Business Owners
- Chamber / Economic Development
- Downtown / North Downtown
- Highway 133 Groups

Access + Mobility

- Multi-modal
- Aging in Community
- Safe Routes to Schools

Arts / Culture

- Youth Groups / School District
- Latinx
- Art / Events Groups

Agriculture / Resources

- Ranching / Farming Community
- Natural Resource / Environmental Groups
- Recreation Groups

