



Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

**AGENDA**  
**PLANNING & ZONING COMMISSION**  
**THURSDAY, July 15, 2021**  
**7:00 P.M. Virtual Meeting \***

1. CALL TO ORDER
2. ROLL CALL
3. 7:00 p.m. – 7:05 p.m.  
Minutes of the June 24, 2021 meeting .....Attachment A
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. – 7:30 p.m.  
Continued Virtual HEARING- Preliminary Plat..... Attachment B  
Applicant: Ryan Lee, Forum Phi  
Location: 520 Mesa Verde
6. 7:30 p.m. – 9:00 p.m. – Project Steering Committee (PSC) - Update to Comprehensive  
Plan – Market Economics/Downtown – Cushing Terrell  
  
Detailed Agenda and Attachments .....Attachment C
- Summary of Topics:
  - Community Engagement Update
  - Draft Vision + Goals
  - Demographics/Housing  
    Overview/Trends  
    Growth Projections
  - Downtown/Downtown North  
    Land Use/Zoning  
    Property Ownership  
    Proposed Uses
9. 9:00 p.m. – 9:05 p.m.  
Staff Update
10. 9:05 p.m. – 9:10 p.m.  
Commissioner Comments
11. 9:10 p.m. – ADJOURN

Upcoming P & Z Meetings:  
8-12-2021 – Comp Plan Update/CT Meeting #3  
8-29-2021 – RVR Golf – UDC Text Amendment Request  
9-16-21 – Comp Plan Update/CT Meeting #4

**\*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 [jleybourne@carbondalecto.net](mailto:jleybourne@carbondalecto.net) by 4:00 pm on July 15, 2021.

If you would like to comment during the meeting please email [jleybourne@carbondalecto.net](mailto:jleybourne@carbondalecto.net) with your full name and address by 4:00 pm on July 15, 2021. You will receive instructions on joining the meeting online prior to 7:00 p.m. Also, you may contact [jleybourne@carbondalecto.net](mailto:jleybourne@carbondalecto.net) 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: Jul 15, 2021 07:00 PM Mountain Time (US and Canada)**

**Topic: P&Z 7-15-2021**

**Please click the link below to join the webinar:**

**<https://us06web.zoom.us/j/83724660559?pwd=emRSZEtLVWxOYUIWeWJ0NC9qc0kvZz09>**

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## MINUTES

### CARBONDALE PLANNING AND ZONING COMMISSION

Thursday June 24, 2021

#### **Commissioners Present:**

Jay Engstrom, Vice-Chair  
Nicholas DiFrank  
Kim Magee (1<sup>st</sup> Alternate)  
Jeff Davlyn

#### **Staff Present:**

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

#### **Commissioners Absent:**

Marina Skiles  
Michael Durant, Chair  
Jarrett Mork (2<sup>nd</sup> Alternate)  
Erica Stahl Golden  
Nick Miscione

#### **Other Persons Present Virtually**

Ryan Lee, architect/Forum Phi  
Damon Roth, 520 Mesa Verde Avenue  
Laura Sugaski, 487 Mancos Street  
Anne Krimmer, 501 Mesa Verde  
Ron Baar, 508 Mesa Verde

The meeting was called to order at 7:14 p.m. by Jay Engstrom

#### **June 10, 2021 Minutes:**

Nicholas made a motion to approve the June 10, 2021 minutes. Kim seconded the motion, and they were approved unanimously.

#### **Public Comment – Persons Present Not on the Agenda**

Patrick Hunter, **1131 County Road 106** said that he's on the Environmental Board and it's a good thing we got a quorum. He said in terms of the weather, he's from Seattle and he grew up there, what you are seeing out there we might call a mist and a serious rain would be most welcome.

Patrick said that he happened to read the letter from Ron Baar on 520 Mesa Verde application and he agrees with his letter.

Patrick said that the reason he is calling tonight is because he has a little joke, which would be useful in your deliberation.

It's called the planet joke; are you guys ok with that? He said I've got my three minutes, right? Two planets walk into a bar, one planet says to the other, how are your doin'?

The other planet says, oh my god I can't believe it, he says what? He says I've got people, and the other planet says, listen I had people awhile back, don't worry they don't last very long.

Nicholas said motion to approve that joke.

Patrick said trying to put things in perspective right, the human race has been around a couple of hundred thousand years, the planet is four and half billion years old and we've done most of the damage in the last hundred years and we are accelerating that damage right now. By the way, on hybrid meetings if you could keep the Zoom meeting available for people like me, outliers like myself who can drop into a meeting and not have to get dressed up and drive to the meeting, it is a huge advantage, you'll get more participation in the long run and Zoom is here, I think. He said those are my comments and have a good evening and catch ya later.

**VIRTUAL HEARING – Major Plat Amendment**

**Location: 520 Mesa Verde**

**Applicant: Ryan Lee, Forum Phi**

There were eleven letters entered into the record that were sent to the Commission.

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

John continued by saying that this application requires approval of a Preliminary and Final Subdivision Plat to divide Lot 10 into two lots because this is in an existing, established subdivision. He explained that in the Unified Development Code (UDC) Section 2.6.7 Plat Amendments, it 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.

John said that the Planning Commission is the approving authority for a Preliminary Plat and the Board of Trustees is the approving authority for a Final Plat.

John stated that the property is designated as Developed Neighborhoods in the Future Land Use Map in the 2013 Comprehensive Plan and Developed Neighborhoods consist of residential subdivisions. He said that they are unlikely to change significantly and are almost entirely built out with few vacant lots. He stated that the designation calls for a continuation of the uses allowed under the zoning and subdivision approvals and that the intent of this designation is to protect existing zoning approvals and the quality of life.

John stated that the lots meet the minimum lot size and that setbacks have also been met.

John said that access appears to be via an access road over Lot 10A to Lot 10B. He said that 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. John stated that

an easement is not requested in the application and the lot does not have direct access to the right of way.

John explained that Section 6.2.4.C of the UDC, 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. He stated that in this case the approving authority would be the Board of Trustees at Final Plat, if the preliminary plat were approved with the Planning Commission.

John said that Colorado Meadows was approved by the Town and platted in 1975 with sixty single family lots. He stated of those sixty lots, fourteen could potentially be platted into two separate lots with a development potential of twenty-eight units not including an ADU. He stated that this could potentially increase the density of the subdivision to be much greater than what the original subdivision was approved for.

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

### **Commission Questions and Discussion**

- There are letters to the Commission referencing the existing covenants, which governs the covenants or the code.
- The covenants are an agreement between the property owners within the subdivision and the Town does not enforce covenants.
- The access is an issue and there is no easement currently and the access goes across both lots.
- The final approving authority is the Board of Trustees for an easement.
- Easements across lots are discouraged for planning applications.
- Is the lot already non-conforming or does it need to be sixty feet wide at one point?
- Approval of this application would not increase the non-conformity.
- By creating a new lot, it would also be non-conforming.

Jay disclosed that Ryan Lee is a friend and that it wouldn't affect his judgement on this decision.

Ryan Lee, the architect from Forum Phi, introduced himself. He gave a slide presentation outlining the following for 520 Mesa Verde Avenue;

- He explained the proposed lot split and the surrounding area.
- The current zoning of Residential/Low Density (R/LD).
- The 2013 Comprehensive Plan key notes;
  - Infill was advised.
  - Accessory Dwelling Units (ADU's) were considered infill.
  - Diversity in housing types, encouraging multi-family housing and higher density housing.
  - Developed neighborhoods that encourage ADU's.

- Use intensity that encourages ADU's within established neighborhoods.
- Our application for a Minor Site Plan Review pre-application took place on September 8, 2020.
- We submitted an application for a Minor Site Plan Review in early November, for an ADU.
- The ADU that we were proposing was approximately 1200 square feet, which would require variances.
- The current residence is 1200 square feet, which would cap the ADU at 500 square feet.
- We would need three variances and the following were our options;
  - Convert the current residence in the front to an ADU, partially demolishing the existing structure to meet the minimum square footage requirements.
  - Construct a new single-family home in the rear of the existing property.
  - Increase the square footage of the current home to increase the allowable floor area of the ADU, with the maximum of 800 square feet as per the UDC.
  - Demolish the single-family residence and construct a new single-family home with an ADU that meets all of the requirements.
- After meeting with the Town of Carbondale in December the development team decided a lot-split would be more appropriate.
- Lot split on 26 Maroon Drive, which required variances, which is the same zone district as our proposal.
- R/LD minimum lot area is 6000 square feet, depth of 100 feet, width of 60 feet.
- After the lot split, Lot 10A, the front lot, would be 7300 square feet and Lot 10B, in the rear, would be 7400 square feet.
- Maximum impervious area for lots less than 7500 square feet is fifty two percent, which we have met.
- Parking for Lot 10A would remain the same and the proposed structure in back will have a two-car garage with two parking spots outside.
- He gave a few examples of neighboring parcels with ADU's, that are acting as high density.
- Comparisons of their application and impact were shown, with the proposed design.
- The goal is for the owner, Damon Roth, to live in the back structure.

### **Commission Discussion**

- The location of the access for the back lot.
- Proposed easement for the access to the back lot, for utilities and any existing utilities, for permanent access.
- Next steps would be to figure out the easement.
- The new unit would need its own taps for both water and sewer, separate from the existing home.
- Variances needed to build this new home as an ADU and not subdivide.
- The patio would be concrete.

- The design was thought out to protect privacy.

Damon said that his wife and him have been here fourteen years and that he has a small business here. He said that if we sold either of these properties where are we going to go. He said that we love Carbondale, and we aren't planning on going anywhere. He said that we believe people living and participating in our community should have a good place to live. He said that we are trying to provide a second home on a large lot that we do not use, which is our intent.

Damon said that we did discuss this concept with our direct neighbors, and they seemed to support it. He said we had an objection from one person. He said that we encourage the P&Z to be agile and creative in ways to continue to add adequate housing for our town and our friends.

Anne Krimmer, **501 Mesa Verde Avenue** said that we didn't know about this until we got into town on Monday night and saw the public notice sign in the front yard. She said that no one has talked to us about it. She said that of the four homes that they used as examples of homes with ADU's, only two are legal ADU's. She said one is so old it might as well be grandfathered and that she moved to the valley in 1996 and that she had dropped someone off there. She said that 516 Mesa Verde has always had people living in her house, in the nineteen and half years that I have lived in my home. She said that it is a fallacy to say that it is surrounded by higher density. She said that two people live in her house, and we do not Airbnb it and we do not have roommates. She said that it is two with illegal ADU's that they are referring to as precedent. She said that she has multiple issues with this being a lot split. She said that if you truly want an ADU, build an ADU. She said that if you truly want an ADU, make your bedroom that you are renting a conforming ADU. She said that just because it doesn't have a kitchen doesn't mean it doesn't affect everyone else. She said that we have a house that already has a short-term rental in it and now they want to do a lot split to add another home, which means that home could have an ADU, and the original home can have an ADU. She said that she will have two duplexes across the street from her. She said that she doesn't think that is fitting with an established neighborhood or quality of life. She said that this was platted as a single-family home and bought it as a single-family home lot. She said that you have run a commercial business out of it for Airstream trailer rentals for years. She said that no one has said boo and that you can go live in one of those if you can't afford to stay in the neighborhood. She said that she is tired of a single-family neighborhood getting destroyed with people and their sob stories. She said that we all have sob stories, and everyone works really hard to stay here. She said that doesn't give you entitlement to a lot split. She said that the lot that they want to create has no street footage and no off-street parking. She said that the existing home only has one spot on the street that someone can park in. She said that without a survey she doesn't know how they can fit two cars stacked in front of the home right now. She said that compiled with the fact that there is already a parking issue in our neighborhood, Eighth Street is going to change in terms of parking availability. She said that she is going to have everyone in her front yard because she parks in her driveway. She said the impact of more ADU's being potential and if this one goes through that every single neighborhood is at risk for a non-conforming land-locked lot if it's big enough. She said we have

thirteen other lots that can be affected in our little neighborhood. She said that Staff recommends to deny and that she agrees.

Ron Baar, **508 Mesa Verde Avenue** said that Ryan from Forum Phi had a very nice presentation and that he understands all that you are trying to do. He said that Damon is a very good neighbor when we've talked a little bit. He said that he is opposed to lot splits as per say and spot zoning. He said as we have a Comprehensive Plan about to be revisited in the Town of Carbondale, this may not be the right time to be looking at this. He said that they are talking about offering higher density in lower density areas, he hopes but that is not the case here. He said that you can only fit so many sardines in a can. He said that Anne touched on this parking issue, and it is true that there are a lot of Airbnb's around here that he has come to recognize. He said that the Commission is sure to have driven around here and if you haven't you should. He said that two wrongs do not make a right. He said that there is precedent that is set, even though he understands that on the south end of town there was a lot split. He said that he sees other things going on, on Eighth Avenue around Colorado and Eighth and that he's not sure went on there. He said that as the valley increases in people, they are going to have to figure what direction you do want to go, if you do want these subdivisions within subdivisions. He said that he would prefer not to as he resides alone and that he has neighbors that have a number of people and on the other side just two people. He said that the Planning Commission are being asked to decide the direction, as he has stated and that you could be opening up a whole can of worms every time you approve a lot split. He said that another issue is if there isn't an easement back there and the back lot is sold, what if the front lot doesn't want the person to come through there anymore. He said that he is going to rely on everyone to look into this and that you are going to pass it on to the Board of Trustees. He said with all the change going on that in Aspen he remembers when they left the fireplaces intact on the lots and there's many ways to get around. He said leave the fireplace and build a big structure. He said that there's a lot going on and that your planning goes deep, and he hopes the rational if you would go with a lot split is understandable but he has a hard time understanding why we would ever start splitting lots. He said that this will go on throughout the whole town, with the exception of Old Town Carbondale.

### **Motion to close the comment portion of the public hearing**

Nicholas made the motion to close the comment portion of the public hearing. Jeff seconded the motion, and it was approved unanimously.

### **Commissioner Comments**

Jeff said that he wishes we were looking at an ADU application with variances, it is a large lot with infill potential. He said that he understands where the applicant is coming from and if presented with a different application that he could be convinced to help them get where they want to get, despite what some of the neighborhood might think. He said that the density would be the result of an ADU. He said that it would give the opportunity to update the existing home and reside there and be part of the fabric of the town, which are all good ideals for this property. He said that a lot split doesn't seem like the right way to do it for a number of reasons and that he agrees with Staff on their analysis. He said that he thinks there are some creative solutions with regards to an ADU.

Nicholas said that he appreciates a lot of what Jeff said. He said that when he looks at this lot it is definitely funky, like our little town. He said that the numbers work, and that Ryan gave a very clean presentation, which he appreciated. He said that how taps (utilities) are coming in wouldn't be a real brain bust and it would be one hurdle that we do every day. He said that his questions lie with the easement and the access. He said that not knowing how that would shake out is where he gets stuck. He thanked Damon for speaking and that he appreciates where him and his wife are at and your appreciation for our town. He said looking at the future of your property and how access is maintained through an easement that is out of our hands, which will function with Town Staff and the Board. He thanked Anne and Ron for their honest shares tonight. He said that parking continues to be a question for all of us in our town as does density. He said that we are growing and that is not going to change anytime soon. He said that he is compassionate to the idea of how change is coming. He said that the idea of us being creative to allow for more folks to be here in a reasonable manner needs to be discussed. He said that we are about to have a new Comp Plan and he's eager to see how parking and density will shake out, in the next six months. He said he's wavering on the fence currently.

Kim said that she agrees with a lot of what Nicholas and Jeff said. She said that there is a compelling argument and that the design is great looking. She said that she could see why living on that funky enormous lot would make you want to build the other structure. She said that she has had so much experience in the past with problems with easements. She said her number one issue is the easement and the access issue. She said that someone else will be living there eventually and so that is really important. She said that it is so great to have people from the neighborhood weigh in and help us see their perspective. She said that parking is a huge issue. She said that she doesn't have anything fresh to say and that her issue is with the access. She said that she feels very sensitive to the fact that we need to be careful what precedence we are setting right now for this new Comp Plan. She said that a lot split is kind of a scary thought in an existing subdivision. She said that she feels torn and that she feels really strong that the access issue is high on her list. She thanked the applicant for his great presentation.

Jay said told Damon and Ryan that they have been creative in trying to figure out the best solution. He said that he understands that with this idea that you are avoiding having to ask for a bunch of variances. He said that he is in agreement with the access/easement and in the UDC 6.2.4 it says *that the use of an easement for principal access to a lot shall not be allowed, unless allowed by the approving authority during the subdivision process.* He said that means that the Board of Trustees would look at this and that he thinks that they would also deny this. He said that it is not a situation where it is a hardship of trying to get access to an already existing lot. He said that he is struggling with this and that he agrees with Staff on this one. He said that he would like the applicant to come back with a proposal for an ADU. He said that he knows it is a hot topic in this subdivision but that it is a good alternative to this situation.

Further discussion ensued regarding an easement.

Janet explained that if the subdivision plat is approved, with an easement shown on the plat, it can be an easement for access and utilities. She said that the Commission can recommend to the Board that the plat that is recorded show an easement. She said that when a lot is burdened with an easement, with two different owners, it can lead to

arguments down the road. She said that it needs to be carefully done and that the Commission can make a recommendation regarding the plat.

Ryan stated that regarding precedents fourteen lots meet the minimum area to do a lot split and twelve have steep slopes that face the dog park, which won't be doing a lot split. He said that the other forty-six lots in the neighborhood do not have the area to do the lot split. He said that the precedent isn't really a precedent, maybe it's precedent for the Town but not for the neighborhood. He said that we tried to do an ADU and that we couldn't do a detached ADU so now we are here doing a lot split. He said that if the direction is an ADU above a garage and we can get more square footage, we would be happy to peruse that. He said that we have been directed that we can't do an ADU, that is detached that is over the square footage. He said that we are in a tough spot because we have spent eleven months at this point, coming up with multiple iterations and going back and forth with the Town. He said that we've been pushed into a lot split because it meets all of the code requirements.

Janet said that she wanted to clarify because you are talking about precedent, the property at 26 Maroon Drive was not one lot that was divided into two lots. She said that it was already two lots, Lot 6 and Lot 7. She said that one lot was sub-standard because a property owner in the 1980's had quit-claimed part of the lot to the property owner to the west. She said that there was one lot that met the code and one lot that was deficient in the square footage. She said that it was a lot line adjustment, where they shifted a lot line between two lots.

Jeff said that he understands what the applicant wants to do and that he is in support of their vision for the property. He said that if you met all of the code requirements that Staff would be recommending approval. He said that there are issues with the street frontage and easement with the lot split. He said that he has not been convinced that this is the best strategy to get where you are going. He said that an ADU is a challenge and variances are never easy but that he's not sure a lot split is something he can get behind at this stage.

Jay stated that this was not the intent of this lot, when they were initially subdividing. He said that it was an awkward space within their subdivision that they didn't know what to do with, so they ended up with one large lot. He said that we have been dealing with ADU's in this neighborhood recently and that they are already pushing the limits. He said that this is taking it one step further that is one step a little too far. He said that he hopes that something can be figured out works really well with an ADU, with some variances. He said that is the direction he thinks we should go with this.

Further discussion ensued regarding an ADU.

Janet said that she wanted to clarify that we never received a land use application for an ADU. She said that it never went through any type of planning process. She said that it would be the first application for an ADU. She explained that even if there were a continuance and they came back with a proposal for an ADU that the Commission could not take any action on that because the public notice is for a subdivision. She said that it would have to be noticed as a Minor Site Plan Review and a Conditional Use Permit. She said that a continuance doesn't buy anything.

Further discussion ensued about the process for ADU's.

Janet explained that we discourage variances because in order to approve a variance you have to prove you have a hardship and that you didn't create the hardship.

Further discussion ensued regarding a motion.

### **Motion For Continuance to July 15, 2021**

Nicholas made a motion to continue this application to July 15, 2021, to allow Staff to draft conditions for a preliminary plat approval. Kim seconded the motion.

Yes: Jay, Kim, Nicholas

No: Jeff

### **Update from Meeting #1 From June 10, 2021 - Comp Plan Update 2021**

Janet apologized for the wording on the agenda, Cushing Terrell is not attending this meeting. She said that she wanted to update the Commission on what happened at the last meeting with CT on June 10, 2021.

She outlined the following;

- 1) CT did introductions.
- 2) P&Z and CT went through the Community Engagement Plan. P&Z wanted them to focus one of the outreach efforts with the Latino community.
- 3) They talked about the existing goals in the Comp Plan and the need to update them. CT was asked to provide recommendations on the goals, which Janet included in the packet for a future discussion with CT. P&Z noted there needs to be input from the public over the next months ahead.

Janet said that since that meeting that the Bang the Table process has been getting set up and that survey questions are being drafted with preparations made for the kick-off at the July 2nd First Friday event. She said that she will get the list of questions drafted and sent out to the Commission, which she will email tomorrow. She said that she'll give the Commission a deadline of next Tuesday to look over them and provide any input. She said to contact her independently to let her know if you have thoughts to be incorporated.

Janet said that CT will be participating at the Environmental Board meeting on 6-28-21. She said that even though it's a little early in the process we wanted to accommodate them.

Janet said that Kenya Pinela that works with Valley Settlement will help us supplement the Latino outreach for the Latino community event in August. She'll help us translate items into Spanish and written appropriately.

Kim asked about CT meeting with the Historic Preservation Commission.

Janet said that she would put that on the list that CHPC want to be involved as well other community groups.

### **Staff Update**

Janet said that 1201 Main Street and Sopris Lodge are getting close to getting their Temporary Certificates of Occupancy or TCO.

Janet said that we have the ten target items for the Comp Plan and one of the items is the High Density Zone District. She said that is her item that was included because of the zoning parameters in the R/HD district are very liberal. She said that you could have a thirty-five foot building five feet from a property line. She explained that we have a lot of under-developed lots in the R/HD and if someone were to assemble a number of those lots and demolish the existing buildings and build one big building, it would be a huge building. She said that was her goal and that it was not to increase density but to look at the zone district itself and design standards to make sure we are reducing the mass and scale.

John said that he received a study with a lot of good information in it, although it doesn't include Garfield County. He said that he would email it out to the P&Z. He said that Carbondale is living this study right now, housing issues, short-term rentals, long-term rentals and that it's all happening.

John said that we have been doing a lot enforcement issues lately. He said that everyone loves to use the government against their neighbors.

### **Commissioner Comments**

There were no Commissioner comments.

### **Motion to Adjourn**

A motion was made by Jeff to adjourn, Nicholas seconded the motion, and the meeting was adjourned at 9:00 p.m.



**TOWN OF CARBONDALE  
511 COLORADO AVENUE  
CARBONDALE, CO 81623**

## Planning and Zoning Commission Memorandum

Meeting Date: 7-15-2021

**TITLE:** 520 Mesa Verde – Preliminary/Final Plat Continued Public Hearing

**SUBMITTING DEPARTMENT:** Planning

**ATTACHMENTS:** Application Packet from June 24<sup>th</sup> meeting  
Minutes from the 6-242021 meeting (they are attached to the packet)

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### **BACKGROUND**

At the June 24<sup>th</sup> Planning and Zoning Commission Hearing, the Commission reviewed the application for a preliminary plat to subdivide an existing platted lot in Colorado Meadows Subdivision. The Commission heard from Staff, the applicant and opened the public comments portion of the hearing, receiving public comments, then closed the public comments portion of the meeting. The Commission may, if they so wish, reopen the public comment portion of the meeting.

After lengthy discussion, the Commission made a motion to direct Staff to draft conditions of approval and to continue the hearing to the July 15<sup>th</sup> meeting. The motion passed with three yes votes and one no vote.

### **DISCUSSION**

Below you will find the Preliminary Plat Approval Criteria, Findings for approval and conditions of approval as requested.

Also below you will find the Staff Recommendation for denial from the submitted for the June 24<sup>th</sup> meeting staff report.

### **APPROVAL CRITERIA**

The Commission may choose to either approve the Preliminary Plat with conditions or deny the Preliminary Plat application. The Commission may also if they wish, continue the hearing.

The Planning and Zoning Commission may approve a preliminary plat application that meets the following criteria:

1. 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.
2. 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.
3. The applicant has provided evidence that provision has been made to connect to the Town's public water supply system.
4. 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.
5. 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.
6. 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.
7. The application provides a clear assumption of responsibility for maintaining all roads, open spaces, and other public and common facilities in the subdivision.
8. As applicable, the proposed phasing for development of the subdivision is rational in terms of available infrastructure capacity and financing.

9. 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);
10. The subdivision is consistent with Comprehensive Plan and other adopted Town policies and plans, including any adopted transportation plan or streets/roadway plan.

## **Findings**

### **Preliminary Plat Criteria**

The proposed subdivision complies with all applicable use, density, development, and design standards set forth in this Code.

The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to minimize land disturbance and maximize the amount of open space in the development and accomplishes the purposes and intent of this Code. No critical wildlife, tree/vegetation or riparian areas are present on-site.

The applicant has provided evidence that provision has been made to connect to the Town's public water supply system.

The applicant has provided evidence that provision has been made for a public sewage disposal system.

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 and that the proposed use of these areas are compatible with such conditions.

There are no identified natural hazards including flood and wildfire present on the site.

The application provides a clear assumption of responsibility for maintaining all roads, open spaces, and other public and common facilities in the subdivision.

There is no phasing of development.

The subdivision is consistent with the subdivision conceptual plan as approved with the Colorado Meadows Subdivision.

The subdivision is consistent with Comprehensive Plan and other adopted Town policies and plans, including any adopted transportation plan or streets/roadway plan.

### **Conditions of Approval for Preliminary Subdivision Plat**

1. The Applicant shall submit a Final Plat indicating a utility and access easement for the proposed lot across the lot adjacent to Mesa Verde Avenue to include a shared maintenance and
2. Fees in lieu of water rights for the proposed new Lot shall be due prior to issuance of a building permit for that lot.
3. The applicant shall Pay School District fees, Fire District fees and fees in lieu for park development prior to recordation of the Final Plat
4. The final plat shall be subject to review and approval by the Town Attorney.
5. All representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.
6. The Applicant shall pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code

### **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.

Prepared By: John Leybourne



**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

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### 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**

The code requires the following setbacks:

	Required	Proposed
Front	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 ANALYSIS**

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 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 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 81623

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: COLORADO MEADOWS ADD Block: 3 Lot: 10

**PART 2 – PROJECT DESCRIPTION**

General project description:

A Major Plat Amendment for a lot split and construction of a new single-family residence that will replace an existing garage structure that is located towards the rear of the lot.

Size of Parcel: 14,765 SF # Dwelling Units: 1 Sq Ftg Comm: \_\_\_\_\_

Type of Application(s): Major Plat Amendment and Building Permit

Existing Zoning: Residential Low Density Proposed Zoning: Residential Low Density

**PART 3 – SIGNATURES**

I declare that I have read the excerpt from the Town of Carbondale Municipal Code Article 8 Land Use Fees. I acknowledge that it is my responsibility to reimburse the Town for all fees incurred as a result of this application.

I declare that the above information is true and correct to the best of my knowledge.

Ryan Lee 05/18/2021  
Applicant Signature Date

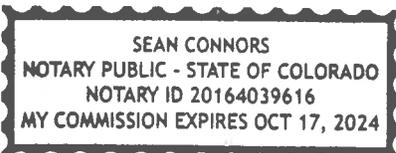
*Signature of all owners of the property must appear before the application is accepted.*

Damon Roth 5/19/21 \_\_\_\_\_  
Owner Signature Date Owner Signature Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The above and foregoing document was acknowledged before me this 19 day of May 2021, by Damon Roth

Witness my hand and official  
My commission expires: 10/17/2024



[Signature]  
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

<b>Table 3.2-5: R/LD District Dimensional Standards</b>	
<b>Lot Standards</b>	
Lot area, minimum	6,000 sf [1]
<b>A</b> Lot depth, minimum	100 feet
<b>B</b> Lot width, minimum	60 feet [2]
Impervious lot coverage, maximum	See Table 3.7-2
<b>Setbacks, Minimum</b>	
<b>C</b> Front	15 feet
<b>D</b> Side	7.5 feet
Side, street	10 feet
<b>E</b> Rear	7.5 feet
<b>F</b> Rear, adjacent to alley	5 feet
<b>Building Standards</b>	
<b>G</b> Height, principal dwelling unit, maximum	27 feet
<b>H</b> Height, accessory buildings, maximum	22 feet
<b>Notes:</b>	
[1] Minimum lot area for properties in the original Townsite, Weaver's <del>a</del> AAddition, and Fender's <del>a</del> AAddition is 5,500 square feet.	
[2] Lots in the original Townsite and Weaver's addition have a minimum 50-foot lot width.	

# EXHIBIT B

**Table 3.7-2:  
Maximum Impervious Lot Coverage – Residential Districts**

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

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, 1975 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:

1. 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.

11. 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.





# 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	CO	81623-2815
239334201012	Darryl & Stephanie Reeves	532 N. 8th St.	Carbondale	CO	81623
239334201013	Charles Wicker Moses	542 N. 8th St.	Carbondale	CO	81623
239334200030	PRICHARD, RANDOLPH STANLEY & LEONAITIS, CATHERINE A	552 Cowen Dr.	Carbondale	CO	81623
239334201009	Luz Ford	516 Mesa Verde Avenue	Carbondale	CO	81623



# ONE REPORT

To: NA  
Attn: DAMON ROTH  
Fax:

Date Ordered: 03-03-2021  
Order Number 872679  
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

<u>Doc Type</u>	<u>Doc Fee</u>	<u>Date</u>	<u>Reference#</u>
WARRANTY DEED	\$44.00	06-13-2007	725432

## ENCUMBRANCES AND OTHER DOCUMENTS

<u>Item</u>	<u>Payable To</u>	<u>Amount</u>	<u>Date</u>	<u>Reference#</u>
DEED OF TRUST	DITECH FINANCIAL LLC	\$352,000.00	07-26-16	880189

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.



**Prepared For:**  
**NA**  
**DAMON ROTH**

**Reference:** 520 MESA VERDE AVE CARBONDALE, CO 81623

**Attached are the additional documents you requested:**

<u>Doc Type</u>	<u>Recorded</u>	<u>Reception#/BookPage</u>
-----------------	-----------------	----------------------------

MARY HANISKO  
**Land Title**  
**Property Resource Specialist**  
**Email:** mhanisko@ltgc.com  
**Phone:** 303-850-4193  
**Fax:** 303-393-4827

ADD .DOCS 872679

**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**

DF  
44.00

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 appertaining, 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 ensembling 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

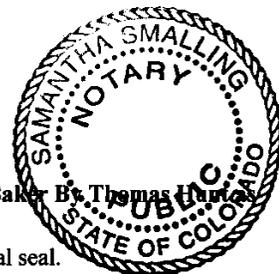
}  
} ss.  
}

COUNTY OF Pitkin

The foregoing instrument was acknowledged before me this May 31, 2007, by **Jessica Baker, Attorney in Fact and Thomas Hunt.**

My Commission expires: **9-11-07**

Witness my hand and official seal.



Notary Public

Return to grantee

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 penetrate 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 and 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 Amended in Book 489 at Page 707.

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

**Title Order No.: 20748046**

**LOAN #: 160076277**

[Space Above This Line For Recording Data]

**DEED OF TRUST**

**MIN 1006569-0000134280-3**  
**MERS PHONE #: 1-888-679-6377**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**(A) "Security Instrument"** means this document, which is dated **July 12, 2016**, together with all Riders to this document.

**(B) "Borrower"** is **DANYIELLE L BRYAN, A Married Woman joined by her non-borrowing spouse DAMON B ROTH.**

Borrower is the trustor under this Security Instrument.

**(C) "Lender"** is **Ditech Financial LLC**

Lender is **a Corporation,**  
**Delaware.**  
**880, Tampa, FL 33607.**

organized and existing under the laws of  
Lender's address is **3000 Bayport Drive, Suite**

**(D) "Trustee"** is the Public Trustee of **Garfield** County, Colorado.

**(E) "MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

**(F) "Note"** means the promissory note signed by Borrower and dated **July 12, 2016.** The Note states that Borrower owes Lender **THREE HUNDRED FIFTY TWO THOUSAND AND NO/100\*** Dollars (U.S. **\$352,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2046.**

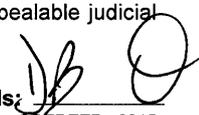
**(G) "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

**(H) "Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

**(I) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

**(J) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

Initials:   
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 seized 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



**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 if the 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



**LOAN #: 160076277**

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 mortgagee 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.



**LOAN #: 160076277**

**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 non-refundable 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 and



**LOAN #: 160076277**

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 in which the fair market 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 in which the fair market 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 Security



**LOAN #: 160076277**

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



**LOAN #: 160076277**

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



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 7/12/16 (Seal)  
DANYIELLE L BRYAN DATE

Damon B Roth 7/12/16 (Seal)  
DAMON B ROTH DATE

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: 5-11-2019

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

Lawrence Edward Stevenson  
Notary Public

Lender: Ditech Financial LLC  
NMLS ID: 1057  
Loan Originator: Nicholas Joseph Verello  
NMLS ID: 121383

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



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



# EXHIBIT R.1

**Table 3.7-2: Maximum Impervious Lot Coverage - Residential Districts**

Zone District	AD	OTR	U/LD	R/MD	R/HD
<b>Maximum Impervious Lot Coverage Percentage (%)</b>					
Net Lot Area					
400,000 sf or larger	5	1.5	5	60	60
300,000 - 399,999 sf	--	2	7	60	60
87,130 - 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

**SITE COVERAGE LEGEND**

- EXISTING HARDSCAPE
- EXISTING HARDSCAPE TO BE DEMOLISHED
- PROPOSED HARDSCAPE
- EXISTING RESIDENCE
- EXISTING RESIDENCE TO BE DEMOLISHED
- PROPOSED RESIDENCE
- EXISTING PERVIOUS ELEMENTS
- EXISTING PERVIOUS ELEMENTS TO BE DEMOLISHED
- PROPOSED PERVIOUS ELEMENTS
- PROPOSED EXEMPT PERVIOUS DRIVEWAY ELEMENTS PER 17.03.8.5.F
- ACCESS ROAD PER 17.05.5.5.2.C.2(a)

**EXISTING LOT**

EXISTING HARDSCAPE	3,752.50 SF
EXISTING RESIDENCE	2,244.25 SF
EXISTING PERVIOUS ELEMENTS	943.25 SF
TOTAL EXISTING	6,940.00 SF

**PROPOSED LOT 10A**

PROPOSED HARDSCAPE	36.75 SF
PROPOSED RESIDENCE	0 SF
PROPOSED PERVIOUS ELEMENTS	735.00 SF
AFTER 10% EXEMPT	0 SF
ACCESS ROAD	1,497.00 SF
TOTAL PROPOSED	2,268.75 SF

**EXISTING TO REMAIN**

EXISTING TO REMAIN HARDSCAPE	0 SF
EXISTING TO REMAIN RESIDENCE	1,555.50 SF
EXISTING TO REMAIN PERVIOUS ELEMENTS	840.50 SF
TOTAL EXISTING TO REMAIN	2,396.00 SF

**TOTAL AREA**

TOTAL AREA	4,664.75 SF
TOTAL IMPERVIOUS AREA	3,089.25 SF
LOT AREA	7,354.75 SF

**TOTAL LOT COVERAGE**

TOTAL LOT COVERAGE	63.42%
TOTAL IMPERVIOUS COVERAGE	42.00%

**PROPOSED LOT 10B**

PROPOSED HARDSCAPE	448.00 SF
PROPOSED RESIDENCE	1,203.50 SF
PROPOSED PERVIOUS ELEMENTS	1,280.50 SF
AFTER 10% EXEMPT	427.50 SF
ACCESS ROAD	0 SF
TOTAL PROPOSED	2,930.50 SF

**EXISTING TO REMAIN**

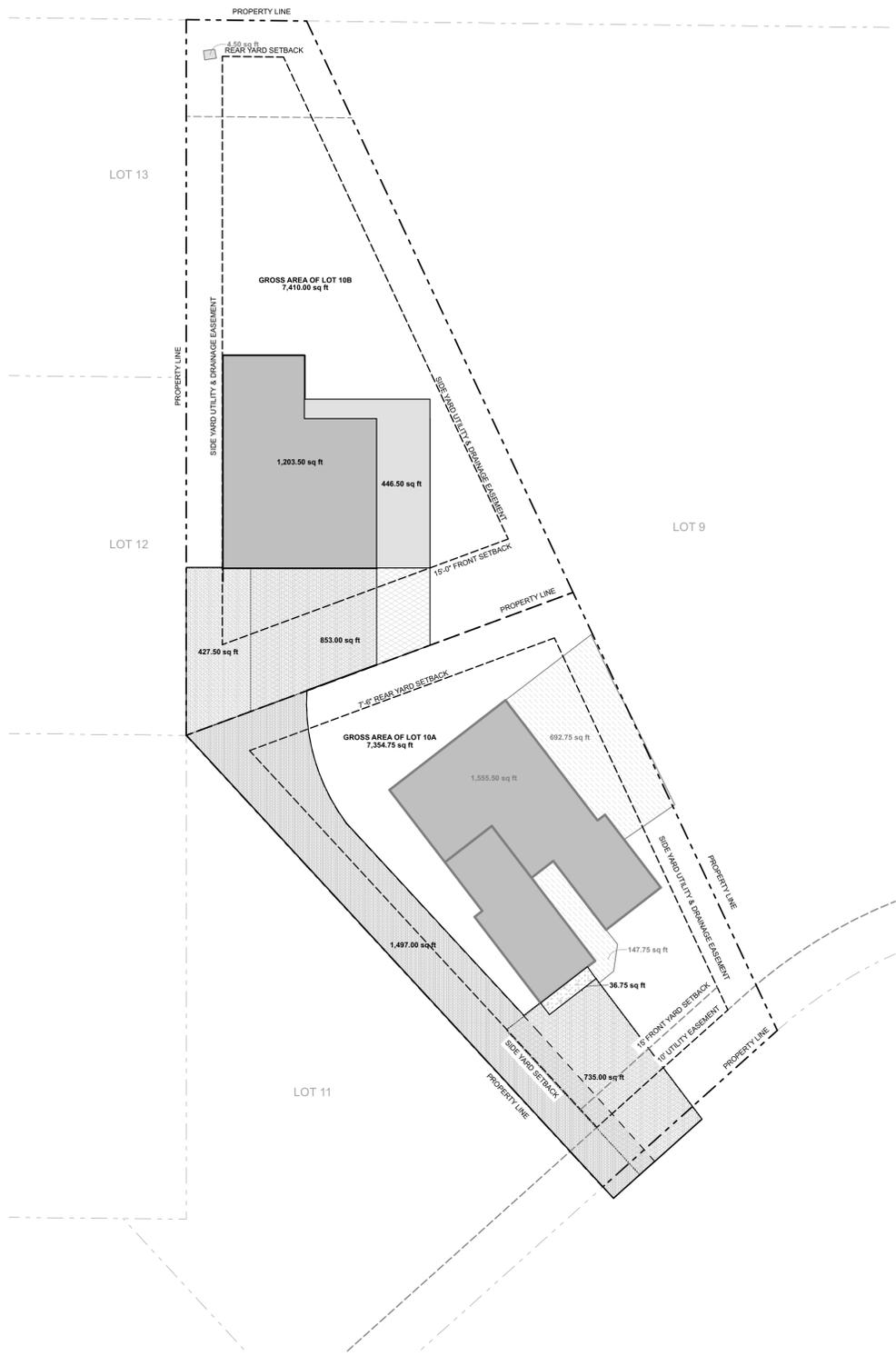
EXISTING TO REMAIN HARDSCAPE	4.50 SF
EXISTING TO REMAIN RESIDENCE	0 SF
EXISTING TO REMAIN PERVIOUS ELEMENTS	0 SF
TOTAL EXISTING TO REMAIN	4.50 SF

**TOTAL AREA**

TOTAL AREA	2,930.50 SF
TOTAL IMPERVIOUS AREA	1,548.00 SF
LOT AREA	7,410.00 SF

**TOTAL LOT COVERAGE**

TOTAL LOT COVERAGE	39.55%
TOTAL IMPERVIOUS COVERAGE	22.25%



**1 PROPOSED IMPERVIOUS COVERAGE PLAN**  
SCALE: 1/16" = 1'-0"

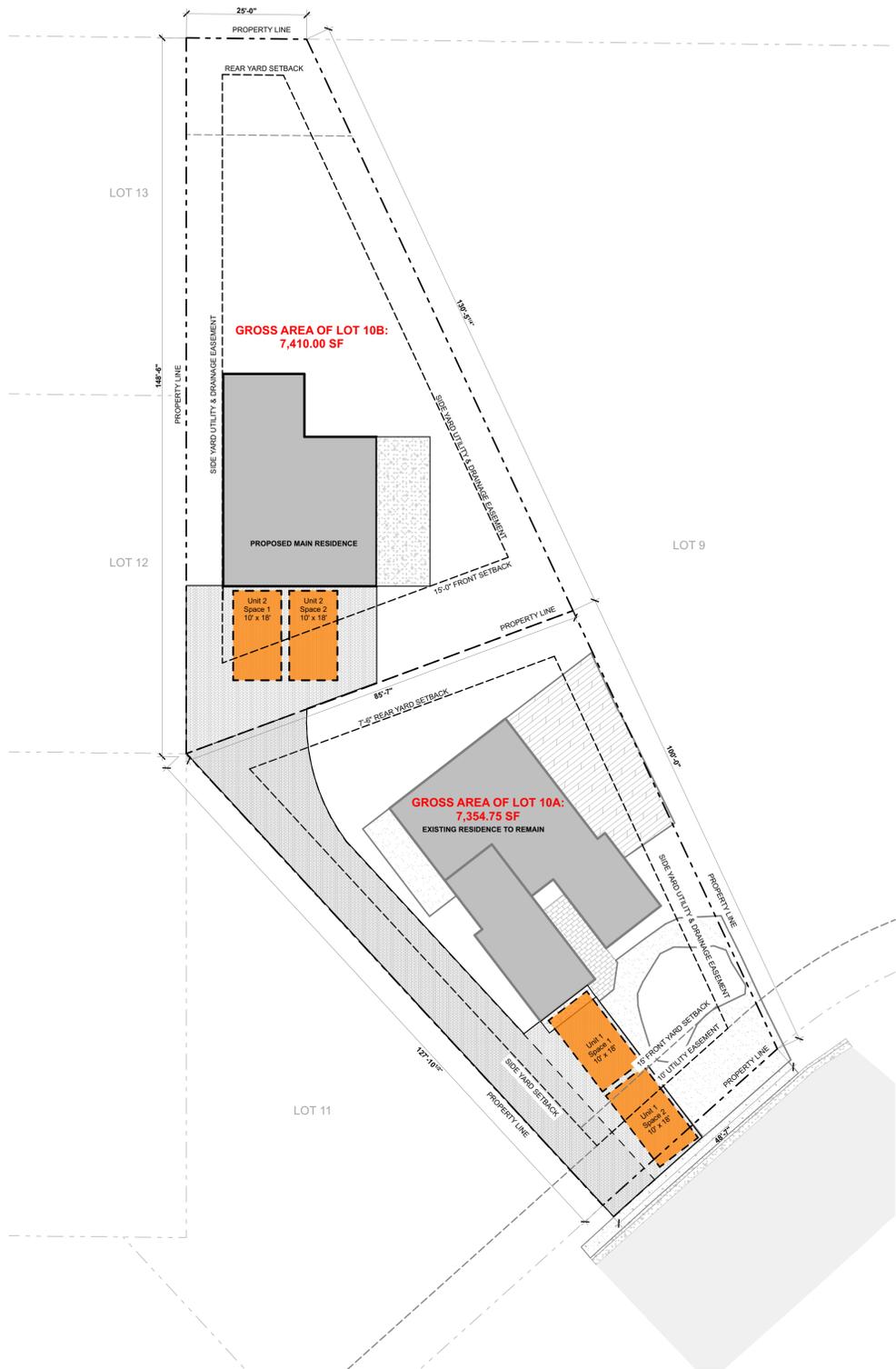


**1X EXISTING IMPERVIOUS COVERAGE PLAN**  
SCALE: 1/16" = 1'-0"

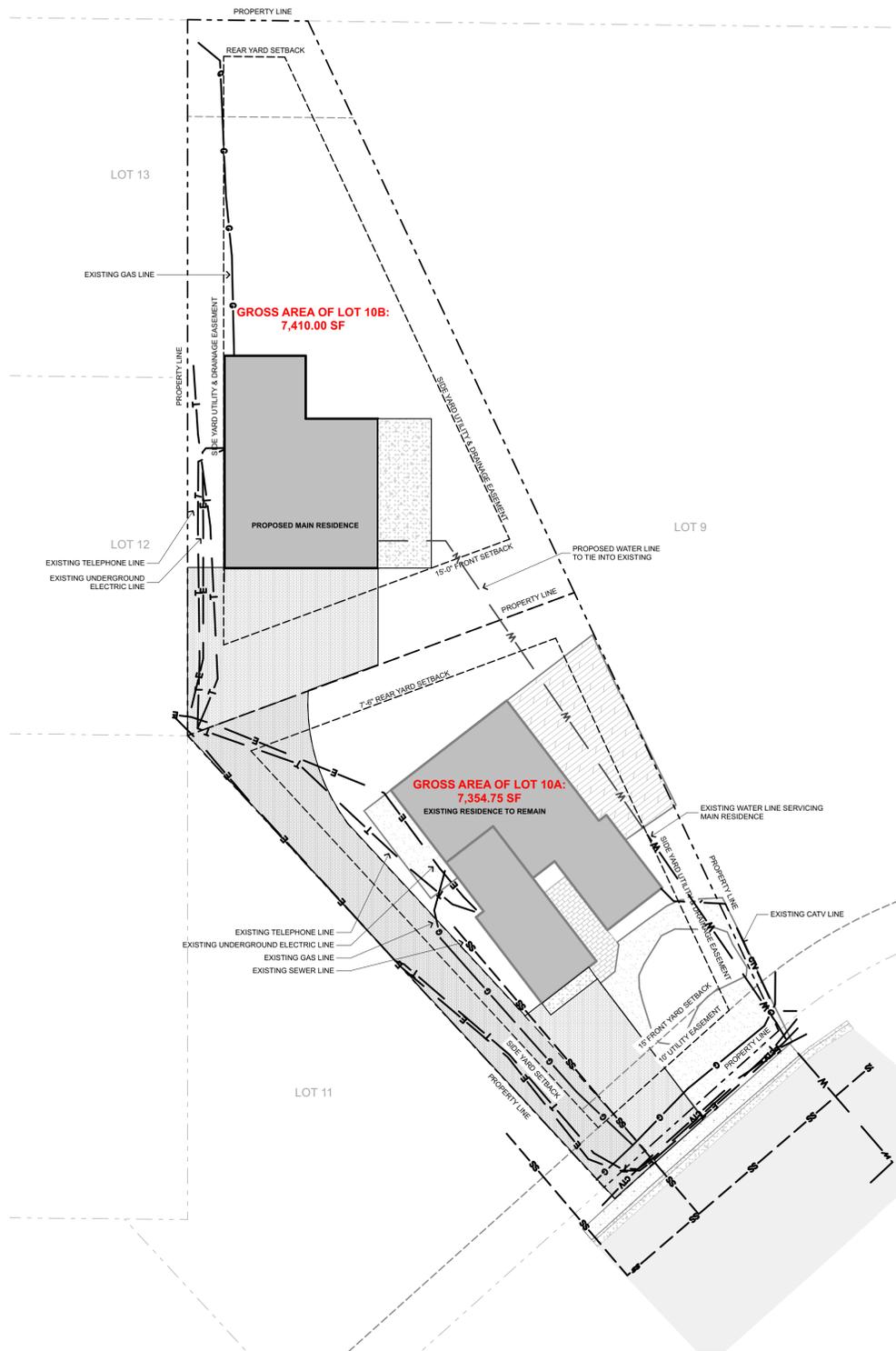


# EXHIBIT R.1

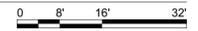
SITE PLAN AND UTILITIES LEGEND	
	EXISTING BUILDING ENVELOPE
	PROPOSED BUILDING ENVELOPE
	PROPOSED CONCRETE
	EXISTING CONCRETE
	EXISTING PAVING
	EXISTING GRAVEL
	EXISTING BRICK ENTRY WAY
	EXISTING DECK
	PROPERTY LINE
	SETBACK LINE
	EXISTING WATER LINE
	PROPOSED WATER LINE
	SEWER LINE
	TELEPHONE LINE
	GAS LINE
	UNDERGROUND ELECTRIC LINE
	CATV LINE



**1 PROPOSED PARKING SPACES**  
SCALE: 1/16" = 1'-0"



**2 EXISTING AND PROPOSED UTILITIES**  
SCALE: 1/16" = 1'-0"



# EXHIBIT R.2



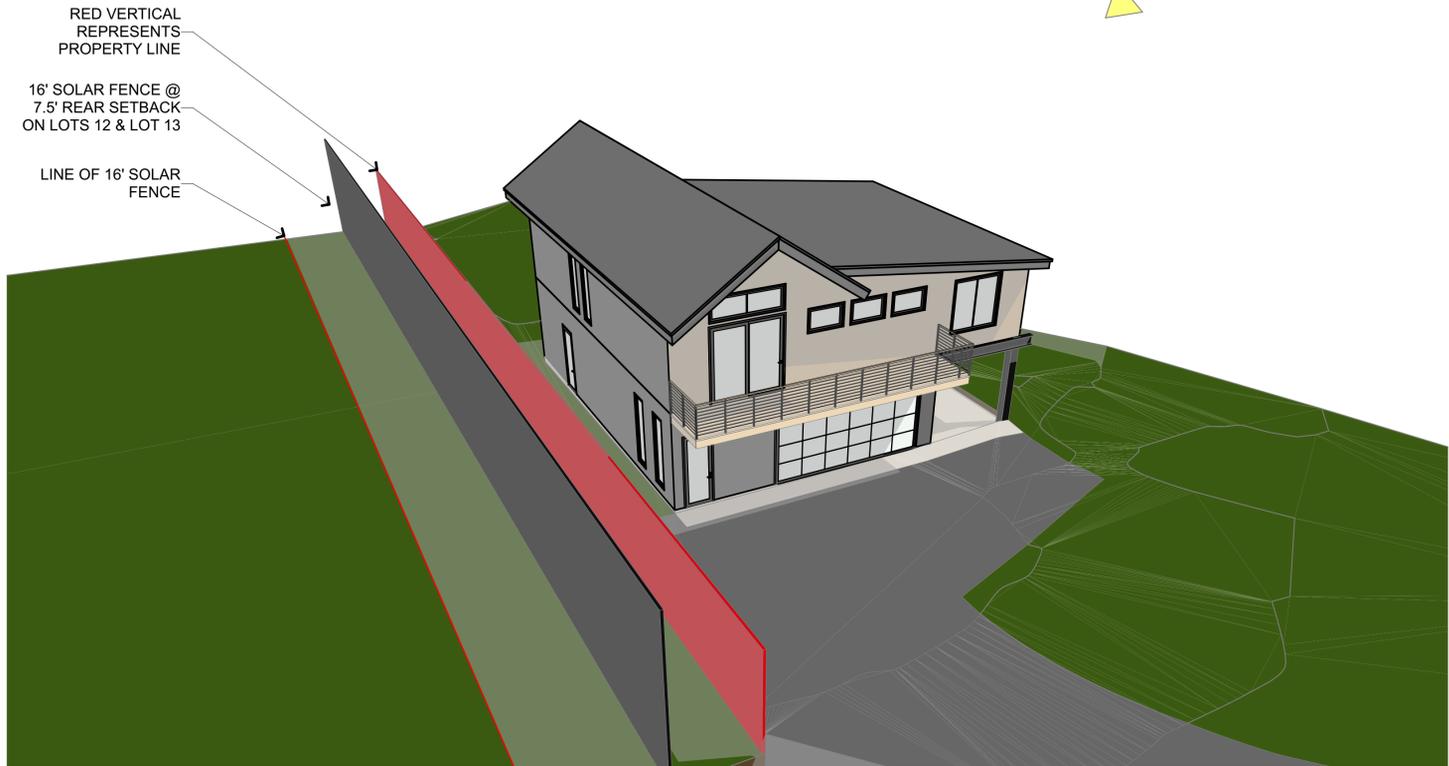
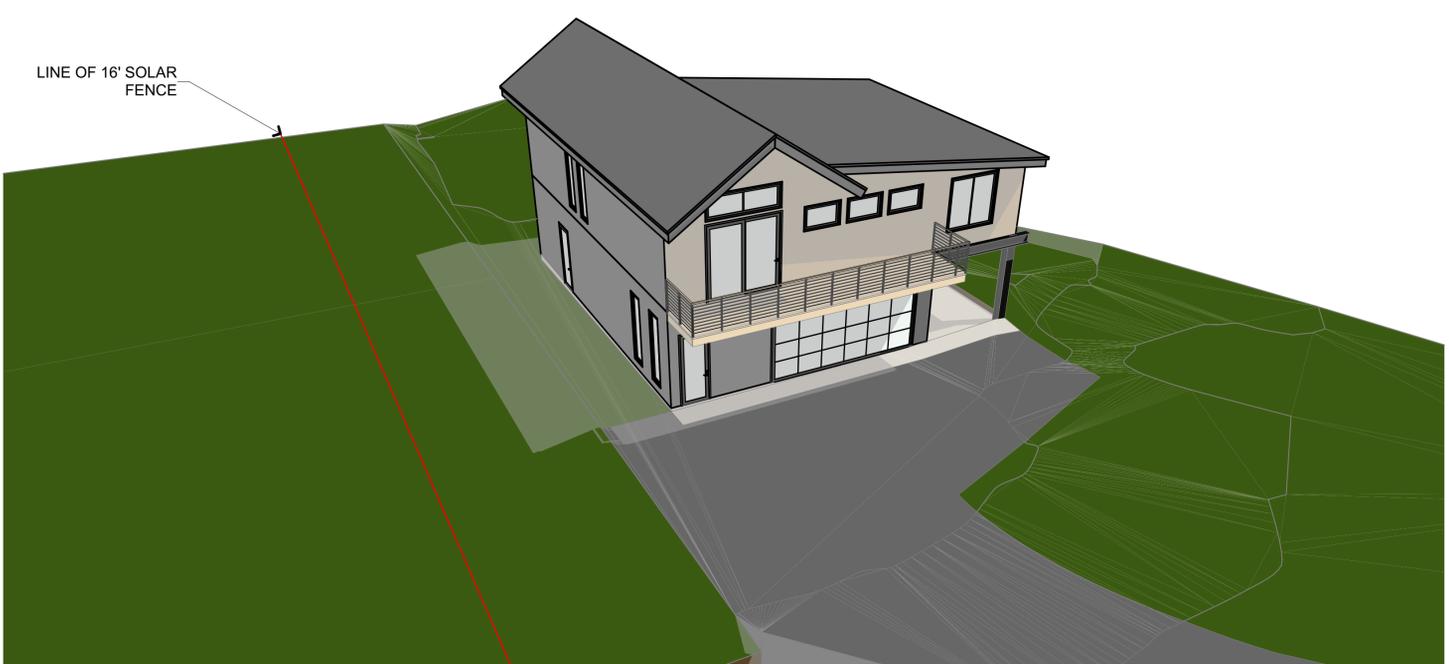
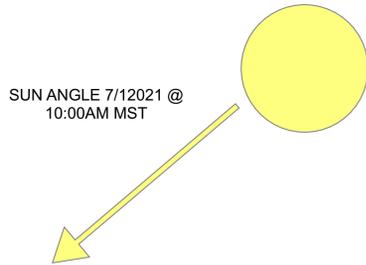
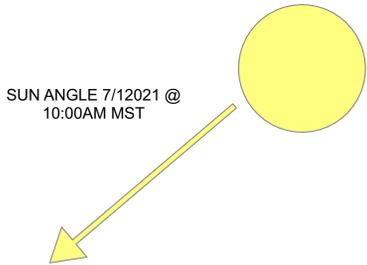
**1.2** WINTER SOLAR SHADING  
SCALE: 1:242.30



**1.1** WINTER SOLAR SHADING  
SCALE: 1:242.30



# EXHIBIT R.2



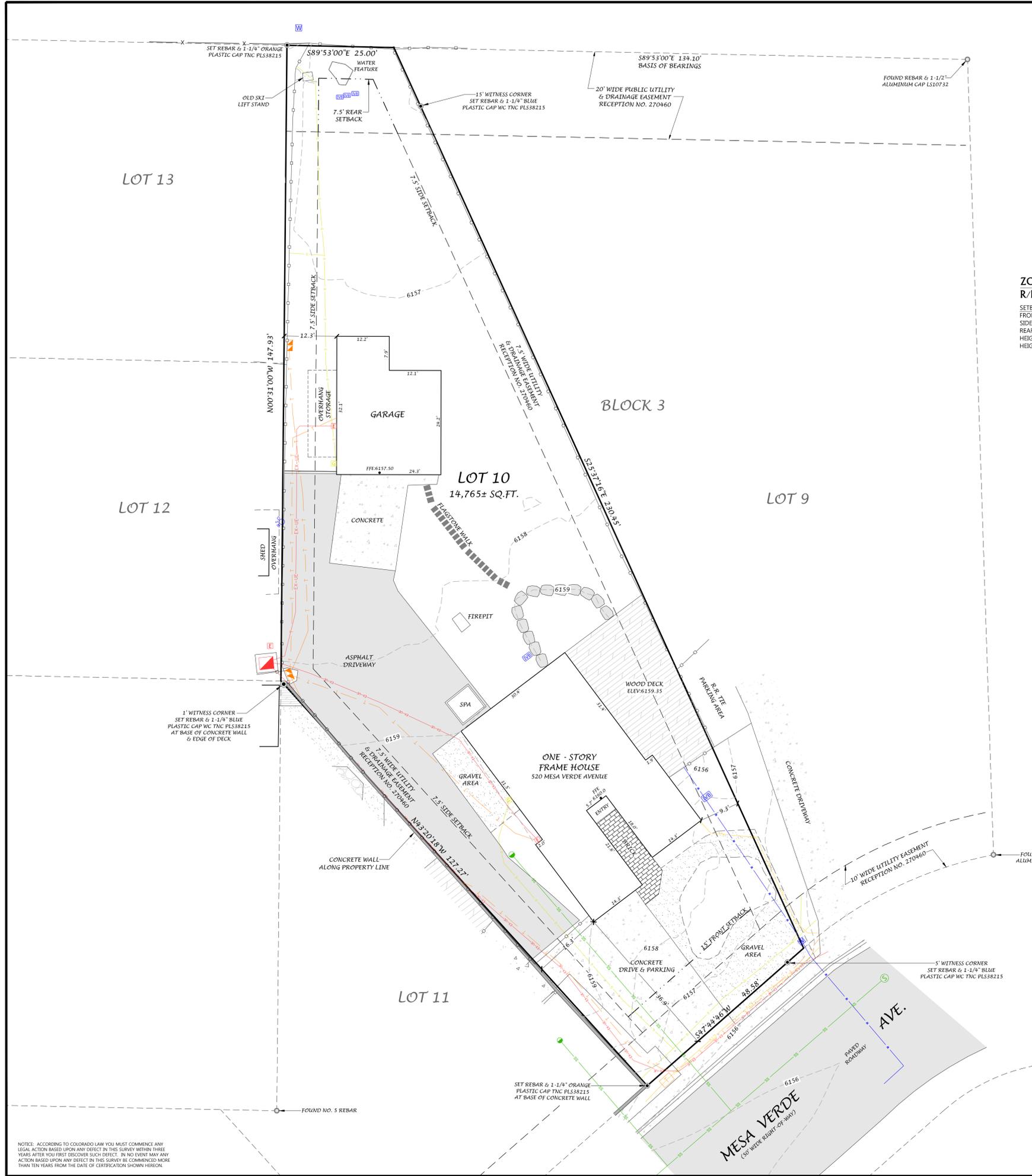
2.2 SUMMER SOLAR SHADING  
SCALE: 1:242.30

2.1 SUMMER SOLAR SHADING  
SCALE: 1:242.30



# IMPROVEMENT & TOPOGRAPHIC SURVEY

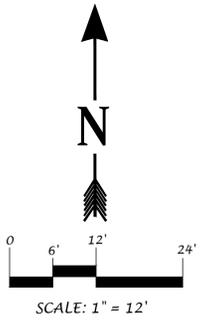
LOT 10, BLOCK 3- COLORADO MEADOWS SUBDIVISION  
 RECORDED DECEMBER 5, 1975 - RECEPTION NO. 270460  
 SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH PM  
 COUNTY OF GARFIELD, STATE OF COLORADO



**ZONING**  
 R/LD RESIDENTIAL/LOW-DENSITY

SETBACKS:  
 FRONT YARD: 15 FEET  
 SIDE YARD: 7.5 FEET  
 REAR YARD: 7.5 FEET  
 HEIGHT-PRINCIPAL: 27 FEET  
 HEIGHT-ACCESSORY: 22 FEET

- LEGEND**
- ELECTRICAL TRANSFORMER
  - ELECTRICAL METER
  - GAS METER
  - TELEPHONE PEDESTAL
  - FIRE HYDRANT
  - WATER METER
  - SANITARY MANHOLE
  - IRRIGATION VALVE BOX
  - WATER SHUTOFF
  - WATER LINE
  - SEWER LINE
  - TELEPHONE LINE
  - GAS LINE
  - UNDERGROUND ELECTRIC LINE
  - OVERHEAD ELECTRIC LINE
  - CATV LINE
  - WOOD PRIVACY FENCE
  - WIRE FENCE



**NOTES:**

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S89°53'00"E ALONG THE NORTH LINE OF LOTS 9 & 10 BETWEEN A REBAR AND 1-1/2" ALUMINUM CAP LS10792 AND A REBAR & 1-1/4" ORANGE PLASTIC CAP LS38215 PIPE AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: AUGUST 14 & 19, 2020.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON COLORADO MEADOWS SUBDIVISION RECORDED DECEMBER 5, 1975 IN RECEPTION NO. 270460 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. ELEVATIONS SHOWN HEREON ARE BASED ON AN ACTUAL GROUND SURVEY RELATIVE TO AN ELEVATION OF 6156.10 ON A REBAR & 1-1/4" BLUE PLASTIC CAP PLS38215 SHOWN HEREON, UTILIZING THE CONTINUOUS OPERATING REFERENCE STATIONS (CORS) THROUGH THE MESA COUNTY RTVRN NETWORK BROAD CASTING NORTH AMERICAN VERTICAL DATUM (NAVD88).
6. CONTOUR INTERVAL EQUALS 1 FOOT.
7. UNDERGROUND UTILITIES SHOWN HEREON WERE FIELD LOCATED BY ROARING FORK UTILITY LOCATORS LLC AND ARE FOR PLANNING PURPOSES ONLY. PLEASE CALL 811 PRIOR TO ANY DIGGING OR EARTHWORK CONSTRUCTION FOR UTILITY VERIFICATION.
8. THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.

**SURVEYOR'S CERTIFICATION**

I, RODNEY P. KISER, HEREBY CERTIFY TO DAMON ROTH THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S.38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL PLATTED EASEMENTS.

RODNEY P. KISER  
 LICENSED PROFESSIONAL LAND SURVEYOR  
 COLORADO REGISTRATION NO. 38215

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

**TRUE NORTH**  
 COLORADO  
 A LAND SURVEYING AND MAPPING COMPANY

**DAMON ROTH**  
 IMPROVEMENT & TOPOGRAPHIC SURVEY  
 520 MESA VERDE DRIVE - CARBONDALE  
 COUNTY OF GARFIELD - STATE OF COLORADO

**TRUE NORTH COLORADO LLC.**  
 A LAND SURVEYING AND MAPPING COMPANY  
 P.O. BOX 614 - 386 MAIN STREET UNIT 3  
 NEW CASTLE, COLORADO 81647  
 (970) 984-0474  
 www.truenorthcolorado.com

PROJECT NO: 2020-287	DRAWN RPK	SHEET 1 OF 1
DATE: AUGUST 27, 2020	SURVEYED GBL	



Town of Carbondale  
511 Colorado Ave  
Carbondale, CO 81623

Transmittal

Item Number: LU21-17

Date Routed: 6-3-21

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: John Leybourne

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

Dear P&Z Commission:

I agree with the staff recommendation to deny the application to subdivide the lot at 520 Mesa Verde.

Colorado Meadows does not need more density. I understand the Town wishes to create more infill, and to potentially alter our existing R/LD neighborhoods to become higher density, but there just is not enough room to add more houses to our already compact, cluttered streets. With the approval of the ADU at 485 Mancos, a new precedent has been set for each of the 60 homes in our neighborhood to build an ADU addition: potentially doubling the population on our 3.5 streets. Add more houses on 14 lots, plus their ADUs, and we have a severe problem with just too much density.

Please deny the subdivision of 520 Mesa Verde, simply based on the dangerous precedent it will set to forever change the look and feel of Carbondale's existing single-family home neighborhoods.

Thank you,  
Cari Kaplan  
488 Morrison Street

**Please add my comment to the record for 520 Mesa Verde Ave**

P&Z Board members -

I am opposed to the proposed lot split at 520 Mesa Verde Ave. Colorado Meadows PUD was designed for single-family homes on the lots as platted. Lot 10B has no street frontage and no street parking for additional vehicles. The existing home will lose off-street parking spaces. This side of the Mesa Verde Ave curve has a maximum of one street space for every home as it is now.

Approval could increase the density further if ADUs are added to both properties. Two to four residences on an original single-family home lot is not in line with residential low density zoning.

Please deny the lot split application at 520 Mesa Verde Ave.

Thank you,

Carolyn Williams  
494 Mesa Verde avenue  
Carbondale, Colorado

**CAROLYN WILLIAMS**  
**970.274.6298**  
[carolynwilliamscollegeconsulting.com](http://carolynwilliamscollegeconsulting.com)

Janet Coursey  
498 Morrison St.  
Carbondale, CO 81623

23 June 2021

Town of Carbondale Planning & Zoning Commission  
511 Colorado Avenue  
Carbondale, CO 81623  
via email: msikes@carbondaeco.net

Dear Madam or Sir:

Regarding a proposed lot subdivision for 520 Mesa Verde Avenue  
in Colorado Meadows neighborhood:

is it true that 14 of the Meadows lots would qualify based on square footage?  
That each new lot would then be able to construct an an ADU subject to architectural  
regulations? During or after your meeting, would you please provide the accurate  
numbers so we (current residents) can understand what the future may bring.

I oppose the lot split. Colorado Meadows was designed as single-family housing.  
The lack of off-street parking, crowding more cars onto the street, increased number  
of daily trips reduce the safety of walking and biking.

Truly yours,

Janet Coursey

Hello,

I am writing this letter in objection to the permit that was submitted that is on Morrison Street, just behind my house.

It is the residence of Damon, wishing to build an apartment above the garage that is just over my fence line behind my house.

No only does this invade our privacy and home environment that we enjoy quite, peaceful and solemn residence.

Please consider this sincere plea to not approve this build.

Thanks so much

Darryl Reeves

532 North 8<sup>th</sup> street

Carbondale, CO

Hello again,

Please consider the real concerns of myself and neighbors that do not wish to have more people crammed into the quaint neighborhood that we call home full time here.

520 Mesa Verde Ave, is the address in question that was not included in the previous email.

More is not going to make this a better place to live and raise a family.

Thanks so much for this consideration, and the privacy and invasiveness that would follow.

Cheers

Darryl Reeves

532 North 8<sup>th</sup> street

P&Z Board members -

We are opposed to the proposed lot split at 520 Mesa Verde Ave. Colorado Meadows PUD was designed for single-family homes on the lots as platted. Lot 10B has no street frontage and no street parking for additional vehicles. The existing home will lose off-street parking spaces. This side of the Mesa Verde Ave curve has a maximum of one street space for every home as it is now.

Approval could increase the density further if ADUs are added to both properties. Two to four residences on an original single-family home lot is not in line with residential low density zoning.

Please deny the lot split application at 520 Mesa Verde Ave.

Thank you,  
Dave & Melanie Cardiff  
506 Mesa Verde Ave, Carbondale, CO 81623

Dear Mary,

As a neighbor at 483 Mesa Verde Ave., based on this quote from the Colorado Meadows Approved Density Document- If lots in Colorado Meadows begin to be subdivided in a piecemeal fashion it would result in a cumulative impact on the neighborhood- I am against the application to split the lot.

Furthermore, I am against the approval of ADU's in general in our neighborhood. We all bought our houses with the understanding that ADU's were not part of the covenants, and with no alleyways in the neighborhood to access the ADU's, congestion and privacy between neighbors becomes an issue and is antithetical to our understanding of the nature of the neighborhood when we bought in. As in the quote above, I believe ADU's in a piecemeal fashion will have the same effect on the neighborhood!

So for this reason I am against this lot division and ADU's in general in our neighborhood.

Thanks,

David Teitler  
483 Mesa Verde Ave.

I am writing to say I oppose the proposed lot split at 520 Mesa Verde Ave in Colorado Meadows. This neighborhood is zoned low density and allowing lots to be split so more houses can be built will change its low density character.

I recently read the town has decided to revisit the master plan. With the speed at which Carbondale is expanding, I think that is a good idea. The article listed five areas the town was going to asses. One area was to look at possibly changing some neighborhoods to high density. I'm not sure this would be a good solution to our growth issues. I will be an active participant in the Master Plan review process.

Thank you for considering my opinion.

Elizabeth Cammack  
483 Mesa Verde Ave

P&Z Commissioners,

I am opposed to the lot split at 520 Mesa Verde. I believe you should take the recommendation of the town planners to deny this proposal. I am wholeheartedly against increasing the density in Colorado Meadows.

It appears that this proposal also does not fit the code for access and street frontage. Please help us keep Colorado Meadows low density.

Thank you

Laura Sugaski

487 Mancos St

June 18, 2021

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 then, 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

June 24, 2021

Via email: Cdale P&Z Board

Re: 520 Mesa Verde Ave lot split application

Dear Board Members:

**Please follow staff recommendations in denying the lot split at 520 Mesa Verde Ave.** As you may recall from previous meetings, we have lived at our current address for 19 years. We selected this neighborhood because of the single family zoning and low density.

**We oppose the lot split of 520 Mesa Verde Ave** for the following reasons:

- No street frontage for the new lot.
- Too dense for our zoning.
- Does not conform to the PUD platting.
- Lack of on street parking for the both existing and proposed residence. 520 has one onstreet space in front of the existing house.
- Sets a precedent for additional unconventional lot splits in Colorado Meadows and other neighborhoods.
- If approved, ADUs could be added to both homes, creating two duplexes on a formally single family home lot.
- Does not fit in with the design and feel of the established neighborhood, and negatively impacts the neighbors.
- Impact to water & sewage system for additional dwelling & possible future ADUs.

If the property owners merely want an ADU, they should formalize the short-term rental they already have in their primary dwelling or add on to the existing home to create a conforming ADU. We do not feel that a lot split with additional dwellings is a proper use of a backyard in our neighborhood. The covenants do not allow ADUs or multiple family dwellings.

Thank you for your consideration.

Sincerely,

Anne & Eric Krimmer  
501 Mesa Verde Ave

To Carbondale Planning Commission, [msikes@carbondaeco.net](mailto:msikes@carbondaeco.net)

Staff is right - no street frontage (25' required), doesn't fit with PUD design. Concerned about possibility of adding ADU's to both houses in the future, which would not be appropriate density. Added traffic with limited parking will push cars onto the street. Opposed to lot split.

Colorado Meadows Resident

# Meeting Agenda

**Date:** July 15, 2021  
**Project:** Carbondale Comp Plan Update  
**Location:** Zoom Call  
**Meeting: #** 02  
**Subject:** **PSC Mtg. #2: Market Economics, Housing, Downtown, North Downtown**  
**Attendees:** P&Z Project Steering Committee (PSC)  
Consultant Team (Cushing Terrell / Leland)

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## SCHEDULE

**Current Meeting:** *Market Economics/ Downtown: July 15, 2021*  
**Next Meeting:** *PSC Mtg. #3: Mobility/ Climate Action Plan: Aug12, 2021*

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	<b>ITEM</b>	<b>LEAD</b>	<b>DURATION</b>
1.01	Welcome / Meeting Purpose	All	7:30pm
1.02	Community Engagement Update <ul style="list-style-type: none"><li>▪ <i>Events / Focus Group Input</i></li></ul>	CT	7:30pm – 7:40pm
1.03	Draft Vision + Goals	CT	7:40pm – 7:50pm
1.04	Demographics / Housing <ul style="list-style-type: none"><li>▪ <i>Overview / Trends</i></li><li>▪ <i>Growth Projections</i></li></ul>	Leland	7:50pm – 8:15pm
1.05	Downtown / North Downtown <ul style="list-style-type: none"><li>▪ <i>Land Uses / Zoning</i></li><li>▪ <i>Property Ownership</i></li><li>▪ <i>Proposed Uses</i></li></ul>	CT	8:15pm - 8:45pm
1.06	Next Steps <ul style="list-style-type: none"><li>▪ <i>Community Engagement Events</i></li><li>▪ <i>Online Survey</i></li><li>▪ <i>PSC #3: Mobility / Climate Action Plan</i></li></ul>	CT	8:45pm - 9:00pm