



*Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623*

**AGENDA
PLANNING & ZONING COMMISSION
THURSDAY, August 15, 2019
7:00 P.M. TOWN HALL**

1. CALL TO ORDER
2. ROLL CALL
3. 7:00 p.m. – 7:05 p.m.
Minutes of the July 11, 2019 meeting.....Attachment A
4. 7:05 p.m. – 7:10 p.m.
Public Comment – Persons present not on the agenda
5. 7:10 p.m. – 7:15 p.m.
CONTINUED PUBLIC HEARING – Crystal Acres PUD Amendment.....Attachment B
Continuance to August 29, 2019
6. 7:15 p.m. – 7:20 p.m.
Resolution 9, Series of 2019 – RVR Major Plat Amendment -.....Attachment C
7. 7:20 p.m. – 7:35 p.m.
PUBLIC HEARING – Final Subdivision Plat/Resubdivision.....Attachment D
Applicant: CBS Village Lane, LLC
Location: Lot A, Crystal Village PUD Filing No. 3
8. 7:35 p.m. – 7:40 p.m.
Staff Update.....Attachment E
9. 7:40 p.m. – 7:45 p.m.
Commissioner Comments
10. 7:45 p.m. – ADJOURN

*** Please note all times are approx.**

Upcoming P & Z Meetings: 8-29-19 – Crystal Acres PUD Amendment

MINUTES
CARBONDALE PLANNING AND ZONING COMMISSION
Thursday July 11, 2019

Commissioners Present:

Ken Harrington, Vice-Chair
Marina Skiles
Jay Engstrom
Jade Wimberley
Nick Miscione
Nicholas DiFrank (1st Alternate)

Staff Present:

John Leybourne, Planner
Mary Sikes, Planning Assistant

Commissioners Absent:

Michael Durant, Chair
Tristan Francis (2nd Alternate)
Jeff Davlyn

Other Persons Present

Mark Chain
Randy Spurrier
Jerome & Donna Dayton

The meeting was called to order at 7:00 p.m. by Ken Harrington.

June 27, 2019 Minutes:

Jay made a motion to approve the June 27, 2019 minutes. Marina seconded the motion and they were approved unanimously with Jade and Nick abstaining.

Resolution 8, Series of 2019 - Approving Condo Exemption - 718 Lincoln Avenue

Marina made a motion to approve Resolution 8, Series of 2019, approving the Condominium Exemption at 718 Lincoln Avenue. Nicholas seconded the motion and it was approved unanimously.

Public Comment – Persons Present Not on the Agenda

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

PUBLIC HEARING – Minor Plat Amendment

Location: 403 & 417 Crystal Canyon Drive

Applicant – Randall & Juliet Spurrier

John said that this is a public hearing to consider a Major Plat Amendment for 403 and 417 Crystal Canyon Drive. He stated that the Planning Commission is required to hold

a public hearing and approve the application or deny it. He said that the Commission may also continue the public hearing.

John said that the RVR HOA issued a letter of approval of the proposal on April 24, 2019 with four conditions of approval.

John explained that the purpose of the Major Plat Amendment is to consolidate two lots, 403 and 417 Crystal Canyon Drive.

John said that normally a consolidation would be an administrative review. Staff felt that due to the size of the lot that would be created, the application should be reviewed by the Planning Commission.

John stated that the Major Plat Amendment removes the dividing lot line and also the building setback lines along that interior lot line.

John said that the proposed new lot is 41,388 sq. ft. in size, Lot 19 is 20,638 sq. ft. and Lot 20 is 20,750 sq. ft. in size.

John stated that the building envelope has been increased in the front yard, effectively pushing the conceptual structure to the back of the lot and the side and rear setbacks increased to 20 feet from the original 10-foot setback.

John said that the property owner has also worked with neighbors on the driveway and parking layout so that there are no issues.

John stated that while Staff has reservations about the overall lot and more specifically the building envelop size, Staff is supportive of the application.

Jay asked if the setbacks needed permission from the utility companies for easements.

John said no that there were no utilities running in the setbacks.

Mark Chain introduced Randy Spurrier. He said that the owners have been working on the design for their home and that the HOA of RVR has approved and now they are wanting the Town's approval. He explained the location on the map and said that Phase 7 was the last platted area. He continued by saying that the neighbors to the right were concerned with cars parking near their bedrooms so the parking was changed. He said one issue was the size of the building envelope and the DRC suggested pushing it north.

Mark said that in the packet there is a list of eight homes larger than 5,000 square feet. He said that the applicants accept Staff's conditions.

Randy said that it has been our dream to live in RVR and we currently live here and we love Carbondale. He said that our current home design is 4,000 square feet and with a narrow lot. He said by using two lots that the house can be set back for Mt. Sopris

views. He said that we have designed outdoor sheds, one with a telescope. He said that they have no intention to build a McMansion and through the RVR process that they met with neighbors and they were positive meetings and that we don't want to make an impact.

Nick thanked the applicant for the presentation and asked if the HOA has approved their consolidation.

Mark answered yes and the letter is in the packet from the HOA.

Ken added, with four conditions.

Marina asked what the final square footage was for the home.

Randy answered that their home was going to be about 4000 square feet.

Marina said that they would be allowed to build a much larger home than is proposed.

Randy said if we wanted a McMansion.

Ken disclosed that he lives in Old Town in RVR.

There were no members of the public present

Motion to Close Public Hearing

A motion was made by Nick to close the public hearing. Nicholas seconded the motion and it was approved unanimously.

Motion

Jay made a motion to approve the Major Plat Amendment for Lots 19 and 20 Block AA River Valley Ranch Phase 7 with the suggested findings and conditions indicated in the Staff report. Nick seconded the motion and it was approved unanimously.

PUBLIC HEARING – Crystal Acres PUD Amendment

Location: 315 Oak Run Road

Applicants: Jerome & Donna Dayton

Three letters were distributed from other owners in Crystal Acres that were not at the meeting.

John said that this is an application for a Major PUD amendment for the Crystal Acres Planned Unit Development. He said that the Planning Commission is required to hold a public hearing and either recommend to approve, deny or continue the public hearing.

He continued by saying that the purpose of the amendment is to update Section 12, Special Restrictions of the PUD to better define what a "Primitive Trail" is by providing a

review through a conditional use permit with review criteria and providing design and construction details for a “low impact trail.” He stated that there are no proposed changes to any of the district zoning parameters such as setbacks and building heights. John said that the PUD was annexed in 1978/1979 and the PUD was established in 1992. He stated that the PUD consists of Residential Low Density Lots. He said that the PUD is almost entirely built out with only one lot left vacant today.

John said that comments pertaining to the application were provided by CPW, the Roaring Fork Nature Conservancy and were positive of the application as the standards would provide for a more sustainable trail that would help with percolation and the controlling of erosion and silt entering the river/riparian zone.

John outlined the following:

Section 12, Special Restrictions: A. Riparian Zone

This section pertains to the designated riparian zone between the building rear setback line and the Town owned Public Open space on Lots 18 through 31 along Oak Run Road. Specifically, the section states that the indicated lots are entitled to have one primitive footpath leading to the Crystal River.

Several trails have been built and they consist of several different types of construction methods. The applicant included pictures of these trails in the application packet.

Proposed PUD language/changes

Staff is supportive of the proposed Construction Standards indicated in the application and would suggest the following additions/changes.

Section 12

Staff is supportive of the change from a “one primitive footpath” to a “low impact footpath” Staff would suggest that the applicant indicate that only one footpath is allowed. Suggested language would be “one low impact footpath.”

Add a reference to the Wildfire Mitigation Permit as established in 2012 for the clearing of vegetation for defensible space.

Suggested added language to include the restriction of structures being placed in the Zone such as picnic tables, landings, shade structures, fire pits and other improvements other than the approved permitted footpath.

Add that the footpath may not exceed 24” in tread width.

Lighting. Staff would suggest that no lighting is allowed in the Hillside and Riparian Zone.

A requirement be added that a site inspection be performed as part of the application before work is to commence and after work is completed.

Established PUD Policy

Several owners expressed concern that the PUD amendment would lead to more changes in the overall PUD and stated that they would not be interested in larger changes to the PUD. No other changes are proposed nor would Staff recommend any at this time.

Jade said that there are numerous other trails to the river from other homes, why are we talking about this path.

John stated that there was a complaint from across the river.

Ken asked how many paths are existing.

Mark explained that there are thirteen lots on the river in Crystal Acres and that there are two paths constructed as well as a primitive one on Lot 19.

Nick asked if there was an HOA.

Frank Taverna answered that there was no HOA.

John explained that the PUD process required 50% agreement from owners.

Mark Chain introduced Jerome and Donna Dayton and said that they live at 315 Oak Run. He said that Chris Brandt of DHM Design will explain some history shortly. He said that Frank Taverna and John Segal were the developers of Crystal Acres in '91 or '92. He said that this amendment for the trails was the only change to the PUD. He said that there were forty lot owners and that twenty-two responded to go forward, five said not to, three abstained and ten did not respond.

Mark said that there has been a debate about the definition of a primitive path. He said that there is no clear definition. He recalled the history of the area and the PUD. He said that there was also a study done referencing the slope to the river and that it was decided not to remove dead trees and vegetation. He said that the riparian area is small and that the bottom area to the middle of the river was dedicated to the Town. He said that in Crystal Village there is Staircase Park.

Mark gave some historical information of the wishes of a former Trustee and that he had wanted a path along the river. He said that we are talking about the re-write of Section 12 – safe but discrete, no heavy equipment, no retaining wall, no switch backs, natural, with no elevated construction above grade and removing all excavation spoils.

Mark said that with a conditional use permit that it could be required to get a professional to get the lay of the land. He said that the Dayton's put in steps to take care of weed management. He said that they were allowed to make a path and it is primitive with no erosion or any other disturbances.

Jerome said that he did not want his wife or guests to slip and that the bull thistle was his motivation. He said that in the spirit of the PUD he is here to clear things up.

Mark presented seasonal pictures and said that they want to honor the Town's comments about obscuring the timbers.

Chris Brandt of DHM Design introduced himself and said that he is a landscape architect. He suggested hand construction scaled with steps that are solid, uniform flat surfaces 3-6 feet wide.

Discussion

- Appropriate width of steps
- Erosion plan
- Steps on existing paths
- Construction near root zones
- Proposed standards
- Defining minimal impact
- No lighting on path as condition of approval
- Existing paths and grandfathering
- Filter fabric to allow water to pass to other steps
- Handrails
- Clarification of egress locations

Public Comment

John Foulkrod, **1349 Wald Drive** said that he was on the city council when this PUD was approved. He said that everyone was missing the point and that it was agreed to leave the river wild. He said that this included no decks or picnic tables and the rules were put there to keep the river natural. He said that it is a river and it can be treacherous. He said that in Aspen putting the bike path near the river made it no longer wild. He said keep that in mind and to keep the river paths primitive.

Frank Taverna, **405 Oak Run Road** said that John Segal was his partner when they developed Crystal Acres in 1991. He said that with the designation of the riparian zone we agreed to move the boundaries of the river front lots to maintain the character of the river. He said that each owner has understood for thirty years that a primitive path to the river was allowed. He said that this is an approval of a path that was already built. He stated that not all owners were included in the mailing and that they heard about it from the public notice signs and that he questions the fairness. He said in the packet that Janet mentioned handrails which is a contradiction. He doesn't agree with the amendment to the PUD so that every time an owner violates the covenants they can be brought into compliance.

Nick Sontag, **305 Oak Run Road** said that he agrees that every owner is going to have a different description of how a primitive path looks. He said that his property on the river needs to be managed and that there is a risk with fires and that a low impact path is not a bad thing.

Gayle Wells, **320 Oak Run Road** said that the path in question is so unintrusive and natural looking and that it ends before the riparian zone.

Bob Pazik, **365 Oak Run Road** said that we have a primitive path, not made by people. He said that if we built on our path trees would need to be removed, 25-50% of the trees and that it would be disruptive to the riparian zone.

Motion to Close Public Hearing

A motion was made by Nicholas to close the public hearing. Marina seconded the motion and it was approved unanimously.

Nicholas said that this is not about right or wrong and that he has compassion for both sides. He said that the Crystal is a jewel and that he doesn't think the intent was a bad use of your property. He said that the biggest challenge is the definition of path. He said that there was not enough guidance and that this is an opportunity to help further to avoid this situation of having the community up in arms. He said that he is not against their path and that setting precedent will be helpful for the future.

Jay said that was great and that he understands the purpose is to protect the river and this area. He said that the definition is loose and that future owners might define it differently. He said everyone has a different opinion and that if we change the PUD text it will prevent further conflict.

Jade asked for clarification of the Commission's role.

John stated that the Commission can either approve the PUD amendment or deny it and that it will go to the Board of Trustees. He said the Commission and Staff can draft the PUD language.

Ken asked what if the Commission didn't want to amend the PUD.

John stated that the language would stay the same and that each owner on the river would be allowed one primitive trail.

Ken stated that the current wording of primitive trail might have different standards and it might lead to more damages etc. He said that it was only enforced after a complaint. He said that we could amend the PUD because the language is vague and maybe make another pass to clarify issues raised tonight.

Nicholas suggested looking at other towns and their thresholds, grade to steep standards.

Nick agreed that vagueness causes issues. He said that without a DRC and no executive or organization of the community to protect yourselves. He said that the best judgement is to not leave it up to the Town and to approve with conditions.

Nicholas said that the Dayton's are the scapegoats here.

Marina thanked everyone and said that primitive path needs to be defined.

Ken asked if we are going to vote on specific language.

Jay asked if all the owners of the PUD have a say in the proposed standards.

Jade said that she heard John Foulkrod's one sentence and his passion for a primitive path to access the river. She said we could decide as a group what language to use to protect it and make it more specific to protect the river. She said that, if you build paths, it will be developed and that we should honor language from the past.

Further discussion ensued about process.

Motion to Continue the Public Hearing

Nicholas made a motion to continue the public hearing to August 15, 2019 and that Staff will bring back a draft of the wording for the PUD amendment. Jay seconded the motion and it was approved unanimously.

Staff Update

John said that the City Market permit was close to being issued and that we are mediating the renewables.

John said that Main Street Marketplace was waiting for City Market and the retail building to begin building.

Commissioner Comments

Nicholas commented that Tristan might have left the valley.

Motion to Adjourn

A motion was made by Nicholas to adjourn. Nick seconded the motion and the meeting was adjourned at 8:48 p.m.



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

Planning and Zoning Commission Agenda Memorandum

Meeting Date: 8/15/2019

TITLE: Crystal Acres PUD amendment

SUBMITTING DEPARTMENT: Planning Department

BACKGROUND:

At the July 11, 2019 Meeting a motion was made to continue the Public Hearing to the August 15th Meeting. Staff and the applicant believed that the motion was for the meeting to be continued to the August 29th meeting.

To keep the public informed and for the applicant and staff to submit the requested changes staff recommends the below motion.

Staff recommends that the following motion be approved: **Move to continue the public hearing for a PUD amendment application for Crystal Acres PUD to August 29, 2019**

Prepared By: John Leybourne

RESOLUTION NO.9
SERIES OF 2019

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN
OF CARBONDALE, COLORADO, APPROVING
THE MAJOR PLAT AMENDMENT FOR LOT 19 AND LOT 20
BLOCK AA, RIVER VALLEY RANCH PHASE 7 ALSO KNOW AS 403 AND 417
CRYSTAL CANYON DRIVE, CARBONDALE COLORADO 81623

WHEREAS, the Randall and Juliet Spurrier, ("Applicants") have requested approval of a Major Plat Amendment to consolidate two separate parcels into one parcel located at lot 19 and lot 20, Block AA, River Valley Ranch Phase 7 also known as 403 and 417 Crystal Canyon Drive; and

WHEREAS, after required public notices, the Planning and Zoning Commission of the Town of Carbondale reviewed this application during a Public Hearing on July 11, 2019; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF CARBONDALE, COLORADO, that the major plat amendment is hereby approved based on the finding that the application meets the requirements of the Unified Development Code, subject to the following conditions:

1. The plat shall be in a form acceptable to and approved by Town Staff prior to recording. The plat shall be recorded with the Garfield County Clerk and Recorder within ninety (90) days of the date of approval.
2. All representations of the Applicant and Applicant's representatives at the Public Hearing shall be considered conditions of approval.
3. The Applicant shall be responsible for all recording costs and shall pay all fees associated with this application to the Town, including any professional fees, as set forth in Section 1.30.030 of the Municipal Code.

INTRODUCED, READ, AND PASSED THIS ____ day of _____, 2019.

PLANNING AND ZONING COMMISSION OF THE TOWN OF CARBONDALE

By:

Michael Durant
Chair



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

Planning and Zoning Commission Agenda Memorandum

Item No:

Attachment:

Permit No: ZU19-17

Meeting Date: 8/15/2019

TITLE: Village Lane North Townhomes Resubdivision/Final Plat

SUBMITTING DEPARTMENT: Planning Department

APPLICANT: CBS Village Lane LLC.

OWNER: CBS Village Lane LLC.

LOCATION: Lot A, A resubdivision of Lots 2 and 4 Crystal River #3

Zoning: Crystal Village PUD

ATTACHMENTS: Application

BACKGROUND

This is an application to resubdivide Lot A, Crystal Village PUD into 7 townhome units located in two buildings. The Planning Commission is required to hold a public hearing and to recommend approval of the application or recommend to deny it. The Commission may also continue the public hearing.

DISCUSSION

The development of Lot A was approved by Ordinance No. 14 series of 2017 after public hearings before the Planning Commission and the Board of Trustee's. The Ordinance approved a Major Site Plan Review and Major Plat Amendment for the construction of two buildings housing 7 residential units. Two of these units are restricted per the Recorded Community Housing Mitigation Agreement dated July 25, 2017(attached). This agreement restricts one three-bedroom unit to be an AMI Category 2 and one other unit to be RO, or Owner Occupied.

The applicant will also be required to pay the following fee's:

Fee in Lieu for park dedication shall be \$700.00 per unit to total \$4,900.00.

School impact fees required - \$3,718

Fire District fees required - \$5,110.

Approval Criteria

The Board of Trustees shall approve final plats that comply with all of the following criteria:

- i. The final plat conforms to the approved preliminary plat and incorporates all recommended changes, modifications, and conditions attached to the approval of the preliminary plat;
- ii. The development will substantially comply with all requirements of this Code; and
- iii. The development will comply with applicable technical standards and specifications adopted by the Town.

FISCAL ANALYSIS

Approval of the final Plat will allow the units to be individually transferred and owned.

RECOMMENDATION

Staff recommends that the following motion be approved: **Move to recommend approval of the Village Lane North Townhomes Resubdivision/Final Plat with the suggested findings and conditions below.**

Findings:

The property is capable of accommodating structures devoted to the intended use of the land; is free from natural hazards such as flooding, falling rock, landslides and snowslides; is served by a street system providing safe and convenient access, and is provided with accessible utility installations; with all of the foregoing intended to promote the health, safety and welfare of the citizens of the town.

Conditions:

1. The condominium plat shall be in a form acceptable to and approved by Town Staff prior to recording. The plat shall be recorded with the Garfield County Clerk and Recorder within ninety (90) days of the date of approval.
2. The Applicant shall pay all Fire District and School impact fee's Prior to issuance of a Certificate of Occupancy.
3. All representations of the Applicant and Applicant's representatives at the Public Hearing shall be considered conditions of approval.

4. The Applicant shall be responsible for all recording costs and shall pay all fees associated with this application to the Town, including any professional fees, as set forth in Section 1.30.030 of the Municipal Code.

Prepared By: John Leybourne

VILLAGE LANE NORTH TOWNHOMES

Carbondale, Colorado

Resubdivision/Final Plat

June 2019

June 27, 2019

John Leybourne, Planner
Town of Carbondale Planning Department
511 Colorado Ave.
Carbondale, CO 81623

RE: Village Lane North Townhomes Resubdivision

Dear John:

Attached find the Final Plat and Resubdivision application for the above reference project. This is to complete the development process for Lot A, a resubdivision of Lots 2 – 4, Crystal Village Filing No. 3, at Reception # 904530 in the Garfield County records. This townhome resubdivision plat is the final land use application which included a rezoning of Lot A allow residential development followed by contemporaneous Major Plat Amendment and Site Plan Review.

The application documents submitted includes three hardcopies and a digital copy of the application, a check in the amount of \$800 made out to be Town and the following information:

- Master Land Use Application form and Final Plat Checklist
- Resubdivision Plat
- Draft Declaration of Covenants, Conditions and Restrictions
- Draft Affordable Housing Deed Restrictions

The applicant has complied with all conditions of Ordinance 14- Series of 2017. The draft affordable housing deed restrictions are based on those included in the recorded Community Housing Agreement. The only items that needs to be completed for these deed restrictions are the dates, cross reference recording information and signatures of the appropriate parties. The Category 2 deed restricted 3-bedroom unit is townhome unit # 2 and the RO unit is townhome unit # 6.

We have also included a copy of Ordinance 14- Series of 2017, the recorded Community Housing Agreement for everyone's convenience and a list of property owners within 300 feet. Please note that the draft townhome plat still indicates the Rockford Ditch Easement along the northern property line. We are making efforts to vacate this since the ditch has been removed from this location as part of the City

Mark Chain Consulting, LLC

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Market Development on what is commonly known as the Marketplace property north of Main Street. I will keep you informed on that item as we move towards recordation.

Please contact me if you have any questions or if you need additional information.

Sincerely,

Mark Chain

Mark Chain, Planner

SECTION 1: APPLICATION & RELATED FORMS

Land Use Application Form
Final Plat Checklist
Project Team Directory



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: CBS VILLAGE LANE, LLC Phone: 970-618-0480
Applicant Address: 2355 SNOW CAP CIRCLE - CARBONDALE, CO 81623
E-mail: CRAWFORD DESIGN BUILD@CRAWFORDDESIGNBUILD.COM
Owner Name: SAME AS ABOVE Phone: _____
Address: _____
E-mail: _____

Location of Property: provide street address and either 1) subdivision lot and block; or 2) metes and bounds:

LOTA - A RESUBDIVISION OF LOTS 2 & 4, CRISTAL VILLAGE #3

PART 2 – PROJECT DESCRIPTION

General project description:

RESUBDIVISION OF A LOT INTO 7 TOWNHOUSE UNITS
IN CONFORMANCE WITH PREVIOUS SITE PLAN REVIEW

Size of Parcel: 21,257 SF # Dwelling Units: 7 Sq Ftg Comm: NA

Type of Application(s): RESUBDIVISION

Existing Zoning: PUD COMM/OFFICE Proposed Zoning: SAME

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.

Applicant Signature

Date

06-10-2019

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

Owner Signature

Date

Owner Signature

Date

STATE OF COLORADO

)

) ss.

COUNTY OF GARFIELD

)

The above and foregoing document was acknowledged before me this 10th day of

June 2019, by Bradley S. Crawford

Witness my hand and official

My commission expires: 01-30-2022

BLAIR WHIPPLE SWIFT
Notary Public
State of Colorado
Notary ID # 20184005059
My Commission Expires 01-30-2022

Blair Whipple Swift
Notary Public



**Town of Carbondale
Subdivision - Final Plat
Checklist
(970) 963-2733**

Project Name: VILLAGE LANE NORTH TOWNHOMES RESUBDIVISION
Applicant: CBS VILLAGE LANE LLC
Applicant Address: 235 SNOWCAP CIRCLE, CARBONDALE #1603
Location: LOTA - RESUB OF LOTS 2 & 4 C.V. PUD #3
Date: 06/28/2019
Staff Member:

**Section 2.3 of the UDC requires a pre-application meeting with
planning staff prior to submittal of a land use application.**

**Per Section 2.3.2.B of the UDC, the Planning Director shall
determine the form and number of application materials required.**

Required Attachments

- ☒ Filing Fee of \$800 and Land Use Application (separate attachment)
- ☒ a. The proposed subdivision drawn at a scale of not more than 100 feet to the inch depicting:
 - i. Subdivision boundaries, street right-of-way lines, and lot lines in solid lines with accurate dimensions to the nearest 100th foot.
 - ii. Easements and other rights of way in dashed lines with accurate dimensions to the nearest 100th foot.
 - iii. Bearings of all lines and central angles, tangent distances, chord distances, and arc length of all curves shall be shown.
 - iv. Location and description of all permanent survey control points.
 - v. Legal description of the subdivision tract with references to its location in the records of Garfield County, Colorado.
 - vi. Street names, block, and lot numbers. Include street addresses where applicable.

vii. Use, area, and setback restrictions on each lot of a Planned Development when it is different from underlying zoning.

viii. The name of the subdivision.

ix. A notarized certificate of dedication and ownership.

x. Surveyor's certificate signed by a licensed surveyor responsible for the survey and final plat.

xi. Planning and Zoning Commission Certificate of Approval.

xii. Board of Trustees Certificate for Approval and Acceptance.

xiii. Clerk and Recorder's Certificate for time recording.

☒ b. Protective covenants or restrictions placed on the subdivision;

☐ c. Engineered plans and preliminary cost estimates, prepared by an engineer licensed in the State of Colorado, for all improvements to be installed by the subdivider in dedicated land, rights-of-way, or easements, or as may be required by this Code; **N/A - PREVIOUSLY PROVIDED**

N/A ☐ d. A draft subdivision agreement to be executed by the Town and the subdivider wherein the subdivider covenants and agrees to perform all conditions imposed by the Town. The agreement shall meet the specifications of Section 2.6.5.C.2.c.i, Security Guarantee. Such conditions and agreement may include, and the Town is empowered to require, the obligation of the subdivider to pay for and install or cause to be installed water distribution structures, curbs and gutters, street base course material, asphalt wearing course material, bridges, underground wiring, street lighting, underground communications system, gas distribution systems, underground cable TV wiring, underground internet wiring, fire hydrants, fire alarms, street signs, and traffic-control devices, as may be required by and according to the specifications of the Town, and sanitary sewer collection systems. The Town may also require the subdivider to comply with the provisions of subsections f and g of this section regarding public open space dedication and park development fees, and such requirements shall be set forth in the subdivision improvement agreement. The Town may also require the subdivider to reserve sites and land areas for schools not to exceed five percent of the acreage of the subdivision, or in lieu thereof, a cash contribution in the amount of not more than five percent of the market value of the subdivision at the time of the submission of the final plat. In such event, the land or cash

equivalent for school shall be granted or transmitted to the Roaring Fork Valley School District RE-1 by the subdivider;

- N/A
- ☐ e. An agreement and covenant of the subdivider to convey ownership to the Town of all of the foregoing facilities and improvements, except for facilities, money or property of Roaring Fork School District RE-1, except for cable TV wiring and related facilities, except for those facilities which by law become the property of the state, and except for those facilities which by public utilities tariffs become the property of the public utility, its customer, or its user. At the time of the conveyance, the subdivider shall supply a statement of the costs of the facilities conveyed, mechanic's lien waivers from all involved contractors, subcontractors, and material suppliers, and existing as built specifications and other available data concerning the location, construction, operation and maintenance of such facilities. The subdivider/developer and all subcontractors shall also warrant the conveyed facilities to be fit for the purpose intended and of merchantable quality, and in addition to be free for two years from the date of conveyance from all defect in material and workmanship. The warranty shall be in writing on a form supplied by the Town. All improvements must be constructed as contained in the approved engineering plans submitted to the Town. Nothing herein shall limit the rights of the Town as to any expressed or implied warranties concerning such facilities from persons manufacturing, selling, or installing the facilities;
 - ☐ f. A dedication or conveyance by the subdivider to the Town of a minimum of 15 percent of the land within each residential subdivision for public open space. Public open space shall mean property that has been dedicated for use by the general public for recreational purposes and shall include land designated for use as a park. All parks shall be developed by the subdivider according to the standards set forth in the park master plan for the Town of Carbondale as it may be amended from time to time;
 - ☐ g. If the Town elects to accept a dedication of undeveloped park land, a park development fee, in addition to the dedication of land, shall be paid by the developer at the time of final plat approval based on the number of dwelling units created by any final subdivision plat or subdivision exemption plat. The fee shall be \$700.00 per dwelling unit;
 - ☐ h. The Board of Trustees shall make a determination of whether or not the proposal for dedication of public open space or a fee in lieu thereof as set forth more fully in Section 2.6.4.C.1.j is acceptable, and if not acceptable, the Board of Trustees may impose additional conditions or requirements in connection with the dedication of public open space lands or a fee in lieu thereof consistent with the provisions of this Code; and

- ☒ i. All lands dedicated for public open space shall be free of all liens and encumbrances as evidenced by a current title insurance policy to be provided by the developer and shall be dedicated to the Town solely as public open space on the final subdivision plat.

- ☐ Additional information requested at the pre-application meetings:

AFFORDABLE HOUSING DEED RESTRICTIONS

PROJECT TEAM

Owner

CBS Village Lane LLC
235 Snowcap Circle
Carbondale, CO 81623

Applicant

CBS Village Lane LLC
235 Snowcap Circle
Carbondale, CO 81623

Developer

Crawford Design Build, LLC
1101 Village Rd Unit LL2B
Carbondale, CO 81623
crawforddesignbuild@comcast.net
(970) 963-3833

Civil Engineering

High Country Engineering
1517 Blake Avenue, Ste 101
Glenwood Springs, CO 81601
970.945.8676

Surveying

True North Colorado LLC
PO Box 614
New Castle, CO 81647

Planning/Coordination

Mark Chain
Mark Chain Consulting, LLC
811 Garfield Avenue
Carbondale, CO 81623
970.963.0385 (office)
970.309.3655 (cell)
mchain@sopris.net

Architect

George R. Winne A.I.A.
GRW Architecture LLC
4264 Carnwarth Rd.
Tallahassee, FL 32303
970.618.4346 - Cell
970.704.5062 - Fax
grwarch@gmail.com

Legal

Joslyn V. Wood
Wood Nichols, LLC
201 Main Street, Suite 305
Carbondale, CO 81623
(970) 963-2050 (direct)
(970) 963-3800 (main office)

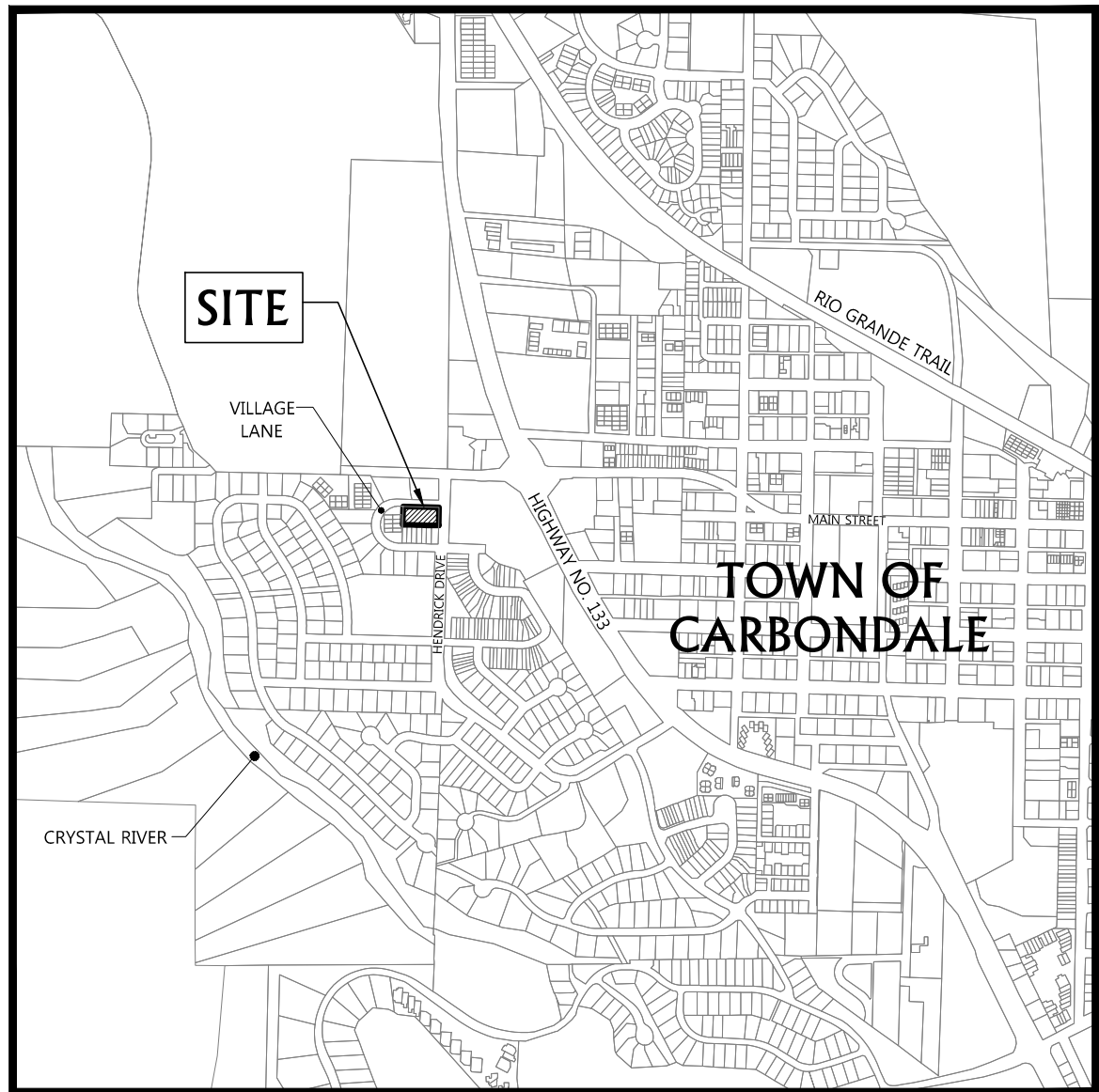
SECTION 2

Application Documents

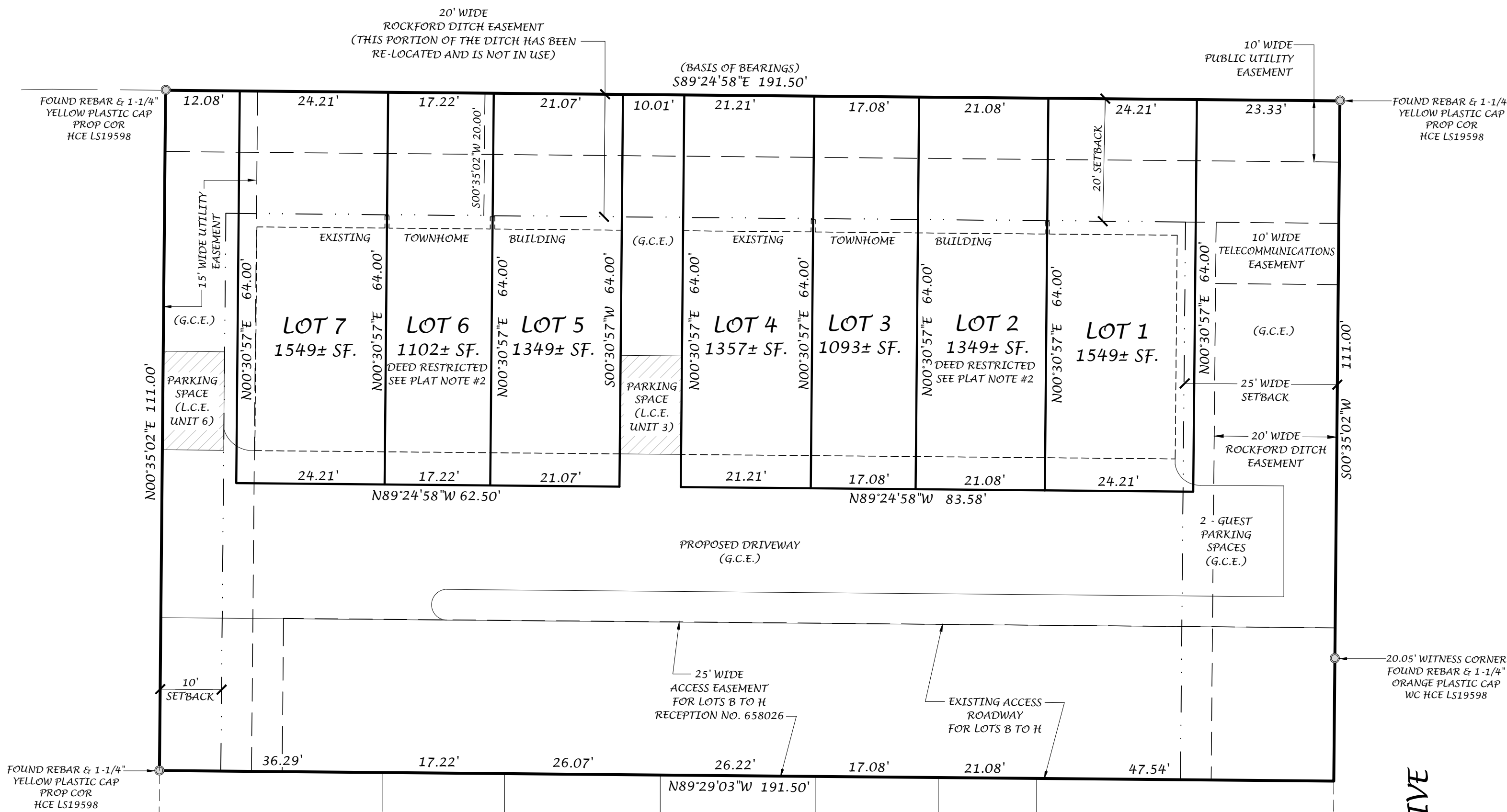
**Townhome Resubdivision Plat
Draft Covenants/Conditions/Restrictions
updated deed restrictions**

VILLAGE LANE NORTH TOWNHOMES

A RESUBDIVISION OF LOT A OF THE FIRST AMENDED PLAT OF LOT A, A RESUBDIVISION OF LOTS 2 & 4
CRYSTAL VILLAGE P.U.D., FILING NO. 3 RECORDED AT RECEPTION NO. 904530
SECTION 33, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH PM
TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO



VILLAGE LANE
(50' R.O.W.)



PURPOSE STATEMENT:

THE PURPOSE OF THIS TOWNHOME PLAT IS TO SUBDIVIDE LOT A OF THE FIRST AMENDED PLAT OF LOT A, A RESUBDIVISION OF LOTS 2 & 4, CRYSTAL VILLAGE P.U.D., FILING NO. 3 RECORDED MARCH 19, 2018 AS RECEPTION NO. 904530 INTO 7 TOWNHOME LOTS.

LEGAL DESCRIPTION:

LOT A
ACCORDING TO THE FIRST AMENDED PLAT OF LOT A, A RESUBDIVISION OF LOTS 2 & 4, CRYSTAL VILLAGE P.U.D., FILING NO. 3 RECORDED MARCH 19, 2018 AS RECEPTION NO. 904530.

TOWN OF CARBONDALE
COUNTY OF GARFIELD
STATE OF COLORADO

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, GARFIELD COUNTY, STATE OF COLORADO, THIS _____ DAY OF _____, A.D. 2019 FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, STATE OF COLORADO, SUBJECT TO THE PROVISION THAT THE APPROVAL IN NO WAY OBLIGATES THE TOWN OF CARBONDALE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON THE LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES.

BY: _____
MAYOR - TOWN OF CARBONDALE

ATTEST: _____
TOWN CLERK

PLAT NOTES:

- ALL USES MUST MUST COMPLY WITH THE PARKING REQUIREMENTS CONTAINED IN CHAPTER 17.05, SECTION 5.8.3 OFF-STREET PARKING OF THE TOWN OF CARBONDALE MUNICIPAL CODE.
- UNIT 2 AND UNIT 6 ARE DEED RESTRICTED PURSUANT TO DECLARATION OF DEED RESTRICTION AND AGREEMENT RECORDED AS RECEPTION NO. 904531.
- THIS PROPERTY IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF VILLAGE LANE NORTH TOWNHOMES RECORDED RECEPTION NO. _____

SURVEY NOTES:

- BASIS OF BEARINGS FOR THIS PLAT IS BEARING OF S89°24'58"E ALONG THE NORTHERLY LINE OF LOT A BETWEEN FOUND REBAR AND 1-1/4" YELLOW PLASTIC CAPS LS19598 AS SHOWN HEREON.
- DATE OF SURVEY: MAY 30, 2019.
- LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
- THIS PLAT IS BASED ON THE FIRST AMENDED PLAT OF LOT A, A RESUBDIVISION OF LOTS 2 & 4, CRYSTAL VILLAGE P.U.D., FILING NO. 3 RECORDED MARCH 19, 2018 AS RECEPTION NO. 904530.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT CBS VILLAGE LANE, LLC BEING SOLE OWNER IN FEE SIMPLE OF LOT A AS DESCRIBED HEREON, HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED INTO 7 LOTS AS SHOWN HEREON AND DESIGNATES THE SAME AS "VILLAGE LANE NORTH TOWNHOMES", TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO.

EXECUTED THIS _____ DAY OF _____, A.D. 2019.

OWNER: CBS VILLAGE LANE, LLC.
1101 VILLAGE ROAD
UNIT LL28
CARBONDALE, CO 81623

BY: _____
BRAD CRAWFORD - MANAGING MEMBER

STATE OF COLORADO)
COUNTY OF GARFIELD)

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY BRAD CRAWFORD, MANAGING MEMBER OF CBS VILLAGE LANE, LLC.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF "VILLAGE LANE NORTH TOWNHOMES", AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY DIRECT SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID PLAT, AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2019.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRUE NORTH COLORADO, LLC
PO BOX 614 - 529 S. WILD HORSE DRIVE
NEW CASTLE, CO 81647

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT _____ O'CLOCK _____ M., ON THE _____ DAY OF _____, A.D. 2019, AND IS DULY RECORDED AS RECEPTION NO. _____.

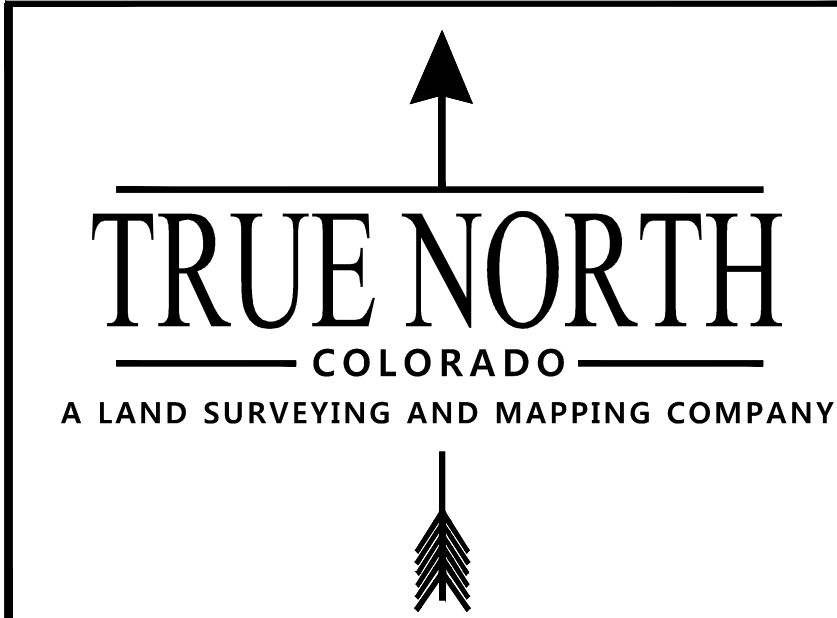
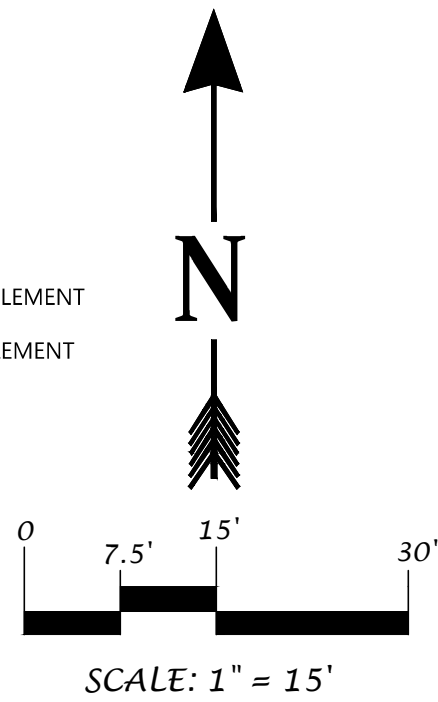
CLERK AND RECORDER

BY: _____
DEPUTY

HENDRICK DRIVE
(70' R.O.W.)

LEGEND

G.C.E. = GENERAL COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT



CBS VILLAGE LANE, LLC
VILLAGE LANE NORTH TOWNHOMES
LOT A - CRYSTAL VILLAGE PUD
COUNTY OF GARFIELD - STATE OF COLORADO



TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
PO BOX 614 - 529 S. WILD HORSE DRIVE
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2019-193
DATE: JUNE 25, 2019

DRAWN
RPK
SURVEYED
LDV

SHEET
1 OF 1

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.

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
VILLAGE LANE NORTH TOWNHOMES**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS of VILLAGE LANE NORTH TOWNHOMES (the "Declaration") is made as of June____, 2019, by CBS Village Lane, LLC, a Colorado limited liability company (the "Declarant").

RECITALS

A. Declarant is owner of that certain real property located in Garfield County, Colorado, more particularly described as Lots 1 through 7 as shown on that certain Townhome Plat of Lot A, a Resubdivision of Lots 2 & 4, Crystal Village PUD Filing No. 3 Town of Carbondale, according to the Plat thereof filed on _____, 2019 as Reception _____ in the Office of the Clerk and Recorder, Garfield County, Colorado (the "Property").

B. Declarant desires to create on the Property a townhome project pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statute 38-33.3-101, *et. seq.* (the "Act"), the name of which is the VILLAGE LANE NORTH TOWNHOMES.

**ARTICLE 1
DECLARATION AND SUBMISSION**

1.1 **Declaration.** Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties and heirs, successors, and assigns of parties having any right, title, or interest in all or any part of the Property. Declarant hereby submits the Property to the provisions of the Act.

**ARTICLE 2
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

(a) **"Allocated Interests"** means the Sharing Ratio in Common Expenses, and the votes in the Association. The Allocated Interests for each Residential Unit have been allocated so that each Residential Unit's share shall be computed with the numerator being one (1) and the denominator being the total number of Residential Units created and existing at any one time.

(b) **"Annual Assessment"** means the Assessment levied annually.

(c) **"Articles"** mean the Articles of Incorporation for the VILLAGE LANE NORTH TOWNHOMES Homeowners Association, Inc. as amended from time to time.

(d) **"Assessments"** mean the Annual, Special, and Default Assessments levied pursuant to Article 10 below. Assessments are also referred to as a Common Expense Liability as defined under the Act.

(e) **"Association"** means The VILLAGE LANE NORTH TOWNHOMES Homeowners Association, a Colorado nonprofit corporation, and its successors and assigns

(f) **"Association Documents"** means this Declaration, the Articles of Incorporation, and the Bylaws of the Association, and any procedures, rules, regulations, or policies adopted under such documents by the Association.

(g) **"Board of Directors"** means the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, and management of the Property and all improvements on the Property.

(h) **"Bylaws"** means the Bylaws adopted by the Association, as amended from time to time.

(I) **"Common Expenses"** means (i) all expenses expressly declared to be common expenses by this Declaration or the Bylaws of the Association, (ii) insurance premiums for the insurance carried under Article 8, and (iii) all expenses lawfully determined to be common expenses by the Board of Directors of the Association.

(j) **"Declarant"** means CBS Village Lane, LLC, a Colorado limited liability company, and its successors and assigns.

(k) **"Declaration"** means and refers to this Declaration of Covenants, Conditions, Restrictions and Easements of The VILLAGE LANE NORTH TOWNHOMES.

(l) **"Default Assessment"** means the Assessments levied by the Association pursuant to 10.7 below.

(m) **"First Mortgage"** means any Mortgage that is not subject to any lien or encumbrance except liens for taxes or other liens that are given priority by statute and liens for assessments pursuant to the Declaration.

(n) **"First Mortgagee"** means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

(o) **"Lot"** means a plot of land subject to this Declaration and designated as a "Lot" on any subdivision plat of the Property recorded by Declarant in the office of the Clerk and Recorder of Garfield County, Colorado.

(p) **"Manager"** shall mean a person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time.

- (q) **"Member"** shall mean every person or entity that holds membership in the Association.
- (r) **"Mortgage"** shall mean any mortgage, deed of trust, or other document pledging any Residential Unit or interest therein as security for payment of a debt or obligation.
- (s) **"Mortgagee"** means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage
- (t) **"Owner"** means the owner of record, whether one or more persons or entities, of fee simple title to any Residential Unit, and "Owner" also includes the purchaser under a contract for deed covering a Residential Unit with a current right of possession and interest in the Residential Unit, but excludes those having such interest in a Residential Unit merely as security for the performance of an obligation, including a Mortgagee, unless and until such person has acquired fee simple title to the Residential Unit pursuant to foreclosure or other proceedings.
- (u) **"Plat"** means the Townhome Resubdivision Plat of Lots 1-7 of Lot A, of the Resubdivision of Lots 2 & 4; Crystal Village Filing No. 3; recorded_____, Reception No._____ in the records of the Clerk and Recorder of Garfield County, Colorado and all supplements and amendments thereto.
- (v) **"Property"** means and refers to that certain real property described in Recital A above.
- (w) **"Residential Unit"** means a Lot together with all improvements thereon, including the individual townhome, and all other rights and burdens hereunder. A Residential Unit is also referred to as a Unit under the Act.
- (x) **"Sharing Ratio"** means the percentage allocation of Assessments to which an Owner's Residential Unit is subject as set forth in Exhibit A attached hereto and made a part hereof
- (y) **"Special Assessment"** means an assessment levied pursuant to Section 10.6 below on an irregular basis.
- (z) **"Successor Declarant"** means any party or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, designating such party as a Successor Declarant. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.
- (aa) **"THE VILLAGE LANE NORTH TOWNHOMES"** shall mean the townhome project created by this Declaration, consisting of the Lots 1, 2, 3, 4, 5, 6 and 7 upon the Property, the Residential Units, and any other improvements constructed on the Property and as shown on the Plat.

Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act.

ARTICLE 3 NAME, DIVISION INTO RESIDENTIAL UNITS

3.1 **Name.** The name of the townhome project is the VILLAGE LANE NORTH TOWNHOMES. The townhome project is a Planned Community pursuant to the Act,

3.2 **Association.** The name of the Association is the VILLAGE LANE NORTH TOWNHOMES ASSOCIATION, INC. Declarant has caused the Association to be incorporated under the laws of the State of Colorado as a nonprofit corporation with the purpose of exercising the functions as herein set forth.

3.3 **Number of Residential Units.** The number of Residential Units in the townhome project is seven (7).

3.4 **Identification of Residential Units.** The identification number of each Residential Unit is shown on the Plat as filed.

3.5 **Division of Property Into Residential Units.** The Property is divided into fee simple estates, each such estate consisting of the separately designated Residential Units as shown on the Plat, as may be supplemented or amended from time to time. The Common Expenses shall be allocated according to the Sharing Ratios on Exhibit A. Each Residential Unit shall be allocated one (1) vote in the Association.

3.6 **Modifications to Lots and Residential Units.** Lots and Residential Units may not be altered without the consent of the Owners whose Residential Units are affected.

3.7 **Partition of Combined Residential Units.** An Owner of a Residential Unit consisting of two or more Units combined pursuant to this Declaration may partition or subdivide each Residential Unit into Units conforming to the dimensions of the original Residential Units described in the Plat. An Owner shall also have the right, upon obtaining written approval of the Board of Directors and of the first priority Mortgagee of each Residential Unit affected, to create a doorway between the Residential Units in any common wall if such Owner owns two adjacent Residential Units. This Section is not intended, however, to prohibit joint or common ownership of a Residential Unit by two or more persons or entities.

3.8 **The Use of Residential Unit.** Each Owner shall be entitled to exclusive ownership and possession of the interior portion of his Residential Unit. Each Owner may use the area of the Owner's Lot outside of the Residential Unit in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners, subject to such reasonable rules and regulations as may, from time to time, be established pursuant to the Bylaws of the Association.

3.9 **Description of Residential Units.** Each Residential Unit and the Lot on which the Unit

sits shall together comprise one (1) Residential Unit, shall be inseparable and may be leased, devised or encumbered only as a Residential Unit.

(a) Each Residential Unit and the Lot on which the Unit sits shall together comprise one (1) Residential Unit, shall be inseparable and may be leased, devised or encumbered only as a Residential Unit.

(b) Title to a Residential Unit may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Residential Unit in which he owns an interest. For all purposes herein, there shall be deemed to be only one (1) Owner for each Residential Unit. The parties, if more than one, having the ownership of a Residential Unit shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Residential Unit in which they own an interest.

(c) Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Residential Unit may describe it by its Lot number, VILLAGE LANE NORTH TOWNHOMES, Resubdivision of Lot A, a Resubdivision of Lots 2 & 4 Crystal Village PUD Filing No. 3; Town of Carbondale; County of Garfield, State of Colorado, according to the Plat thereof recorded _____ 2019 as Reception No. _____ and any recorded amendment or supplement thereto, and this Declaration, which will be recorded in the records of the Clerk and Recorder of Garfield County, Colorado, and any recorded amendment and supplement hereto.

(d) Each Residential Unit shall be considered a separate parcel of real property and shall be separately assessed and taxed.

(e) Each Residential Unit shall be used and occupied solely for dwelling or lodging purposes. All of the above stated uses and occupancies shall be only as permitted by and subject to the appropriate and applicable governmental zoning and use ordinances, rules and regulations from time to time in effect. Notwithstanding the foregoing, Declarant, for itself and its successors and assigns, hereby retains a right to maintain any Residential Unit or Units as sales offices, management offices or model residences so long as Declarant, or its successor or assigns, continues to be an Owner of a Residential Unit. The use by Declarant of any Residential Unit as a model residence, office or other use shall not affect the Unit's designation on the Plat as a separate Residential Unit.

(f) An Owner shall have the right to lease his Residential Unit upon such terms and conditions as the Owner may deem advisable; provided, however, that (i) any such lease shall be in writing and shall provide that the lease is subject to the terms of this Declaration, (ii) a Residential Unit may be leased only for the uses provided hereinabove, and (iii) any failure of a lessee to comply with the terms of this Declaration, Articles of Incorporation, Bylaws or rules of the Association shall be a default under the lease enforceable by the Association.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

4.1 **The Association.** Every Owner of a Residential Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit.

4.2 **Transfer of Membership.** An Owner shall not transfer, pledge, or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Residential Unit and then only to the purchaser or Mortgagee of his Residential Unit.

4.3 **Membership.** The Association shall have one (1) class of membership consisting of all Owners including the Declarant so long as Declarant continues to own an interest in a Residential Unit. Except as otherwise provided for in this Declaration, each Member shall be entitled to vote in Association matters pursuant to this Declaration on the basis of one (1) vote for each Residential Unit owned. When more than one (1) person holds an interest in any Residential Unit, all such persons shall be Members. The vote for such Residential Unit shall be exercised by one (1) person or an alternative person (who may be a tenant of the Owners) appointed by proxy in accordance with the Bylaws. In the absence of a proxy, the vote allocated to the Residential Unit shall be suspended in the event more than one (1) person or entity seeks to exercise the right to vote on any one (1) matter. Any Owner of a Residential Unit which is leased may assign his voting right to the tenant, provided that a copy of a proxy appointing the tenant is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right. In no event shall more than one (1) vote be cast with respect to any one (1) Residential Unit.

4.4 **Declarant Control.** Notwithstanding anything to the contrary provided for herein or in the Bylaws, Declarant shall be entitled to appoint and remove the members of the Association's Board of Directors and officers of the Association to the fullest extent permitted under the Act. The specific restrictions and procedures governing the exercise of Declarant's right to so appoint and remove Directors and officers shall be set out in the Bylaws of the Association. Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded in the office of the Clerk and Recorder for Garfield County, Colorado, but in such event, Declarant may at its option require that specified actions of the Association or the Board of Directors as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective.

4.5 **Compliance with Association Documents.** Each Owner shall abide by and benefit from each provision, covenant, condition, restriction and easement contained in the Association Documents. The obligations, burdens, and benefits of membership in the Association concern the land and shall be covenants running with each Owner's Residential Unit for the benefit of all other Residential Units and for the benefit of Declarant's adjacent properties.

4.6 **Books and Records.** The Association shall make available to Owners and to

Mortgagees for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.

4.7 **Manager.** The Association may employ or contract for the services of a Manager to whom the Board of Directors may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Board of Directors. The Board of Directors shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board of Directors.

4.8 **Implied Rights and Obligations.** The Association may exercise any right or privilege expressly granted to the Association in the Association Documents, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association under the Association Documents or reasonably necessary to effect any such right or privilege. The Association shall perform all of the duties and obligations expressly imposed upon it by the Association Documents, and every other duty or obligation implied by the express provisions of the Association Documents or necessary to reasonably satisfy any such duty or obligation.

ARTICLE 5 POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

The Board of Directors shall have power to take the following actions:

- (1) suspend the voting rights of a Member during any period in which such Member is in default on payment of any Assessment levied by the Association, as provided in Section 10.7; and
- (2) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members or Declarant by other provisions of this Declaration or the Articles or Bylaws of the Association or as provided by law.

ARTICLE 6 MECHANIC'S LIENS

If any Owner shall cause any material to be furnished to his Residential Unit or any labor to be performed therein or thereon, no Owner of any other Residential Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Residential Unit.

ARTICLE 7
PROPERTY RIGHTS OF OWNERS AND RESERVATIONS BY DECLARANT

7.1 **Recorded Easements.** The Property shall be subject to all easements as shown on any recorded plat affecting the Property and to any other easements and licenses of record or of use as of the date of recordation of this Declaration. In addition, the Property is subject to those easements set forth in this Article 7.

7.2 **Other Easements.**

(a) **Easements for Encroachments.** If any portion of a Unit, as shown on the Plat, encroaches upon an adjoining Unit or Units, a valid easement for the encroachment and for the Maintenance of same, so long as it stands, shall and does exist. In the event that any one or more of the Units are partially or totally destroyed and are then rebuilt or reconstructed in substantially the same location and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances on the Units

(b) **Easement for Benefit of Owners.** All of the Owners of Residential Units shall have a nonexclusive right in common with all of the other Owners to use of all areas of each Lot that constitute the exterior perimeter of each building including all lawns, sidewalks, pathways, roads and streets located within the entire Property. This easement is subject to the following rights of the Association:

(i) the right to reasonably limit the number of guests (not including lessees or members of the Owner's or lessee's family residing in a Residential Unit) using any facilities on the Property;

(ii) the right to establish uniform rules as to the use of any facilities on the Property, including without limitation the right to establish and enforce parking restrictions;

(iii) the right to charge uniform and reasonable admission and any other fees to persons other than Owners, their families and guests and guests residing with Owners for the use of any limited capacity facilities on the Property ; and

(iv) the right to suspend the right of an Owner, his lessees and their families or guests to use any facilities on the Property for any period of time during which any assessment against a Residential Unit remains unpaid and delinquent and also for a period of time not exceeding thirty (30) days for any single infraction of the rules of the Association.

(c) Each Residential Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on the Lots.

(d) There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Residential Units and the structures and improvements

situated thereon, for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable tv and electricity. Said blanket easement includes future utility services not presently available to the Residential Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Residential Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property subject to approval by the Association as to locations.

7.3 Access Easement and Maintenance Agreement For Adjacent Townhomes.

Owners of the adjacent townhomes known as Village Lane Townhomes ("Adjacent Townhomes") are benefited by an Access Easement and Maintenance Agreement ("Agreement") over and across the Property for the benefit of owners of lots B through G of the Adjacent Townhomes an easement and right-of-way as described on the Plat for construction, utilities, drainage, and ingress to and egress from and to Lots B through G of the Adjacent Townhomes; provided, however, that no use of such Access Easement shall be exercised by owners, guests or tenants of the Residential Units in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Adjacent Townhomes. The location of the Access Easement is defined on the Plat. The 25 Foot Wide Access Easement (Access Easement) located on Lot A as shown on the Plat shall be a perpetual easement to benefit the Adjacent Townhomes for access, egress and utilities to Lots B through G. The Lot A Owners shall contribute 50% of the maintenance costs for the Access Easement as described in the recorded Agreement.

7.4 General Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association, and any member of the Board of Directors or the Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs, to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents, or to exercise its rights under Article 8 below, including the right to enter upon any Residential Unit for the purpose of performing maintenance, including but not limited to work involving drainage, irrigation and other water features, as set forth in Article 8 below.

7.5 Association as Attorney-in-Fact. Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Residential Unit, does irrevocably constitute and appoint the Association and/or Declarant with full power of substitution as the Owner's name, place and stead to deal with Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Owner and to take any other action which the Association or Declarant may consider necessary or advisable to give effect to the provision of this Section and this Declaration generally. If requested to do so by the Association or Declarant, each Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

7.6 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to

enter upon the Property in the proper performance of their duties.

7.7 **Model Unit Reservation.** Declarant reserves for itself and for any Successor Declarant or assigns the right to construct and maintain a model unit for the purpose of Townhome sales efforts upon any Lot in the Project.

ARTICLE 8 MAINTENANCE, LANDSCAPING AND SPECIAL EASEMENT

8.1 **Maintenance.** In order to maintain a uniform appearance and a high standard of maintenance within The VILLAGE LANE NORTH TOWNHOMES, the Association shall have the right and obligation to maintain the following portions of each Residential Unit:

(a) the exterior of all Residential Units, which shall include and be limited to, painting and re-siding of the exterior, roof repair and replacement (unless any of the foregoing are covered by an Owner's insurance) the buildings' structural components including, but not limited to, the foundations, girders, beams, supports, bearing and structural walls; chimneys, electrical, mechanical and plumbing service installations such as gas lines, pipes, wires, conduits or systems. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Residential Units. The Owner shall be responsible for repair or replacement of broken windowpanes and all other exterior maintenance and repairs. In the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost; and

(b) All landscaping including but not limited to landscaping of the Lots surrounding the perimeter of the Residential Units, including lawns, trees and shrubs, parking spaces, and the Association shall also maintain all exterior walls, windows and doors, balconies, decks, gates, sidewalks and driveways and restricted parking areas located on Lot B (the maintenance provided under this Section shall include snowplow and shoveling services) and excluding the interior spaces, floors, walls and ceilings, and garages. The maintenance provided under this Section shall be performed at such time and in such a manner as the Association shall determine;

(c) **Association's Right to Grant Owner's Maintenance Area.** The Association reserves the right to grant the maintenance responsibility of certain areas on each Residential Unit to the Residential Unit Owner, and the Residential Unit Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner. Furthermore, the Association shall have the right to promulgate reasonable rules and regulations regarding the maintenance by the Owner.

8.2 **Special Easement.** The Association and the Board of Directors and their respective representatives are hereby granted a nonexclusive easement to enter the Residential Units and any area of a Lot as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform pursuant to this Article 8.

8.3 Maintenance Contract. The Association or Board of Directors may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Elements. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Board of Directors. The Board of Directors shall not be liable for any omission or improper exercise by the employed individual or management company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board of Directors.

8.4 Maintenance Responsibilities of Owners. Each Owner is responsible for providing all maintenance within their Residential Unit at their own expense, unless modified by Section 8.1(d). Such responsibility shall include, without limitation, maintenance of the interior surfaces of the walls, ceilings, doors, windows and floors within the Residential Unit and any finished or additional surfaces, decoration or materials installed by Declarant, the Owner, or their predecessors-in-interest such as carpets, wallpaper, counter tops, painting or staining, plug-in appliances and personal property of any kind in the Residential Unit. Each Owner is also responsible, at his own expense, for all machines, attachments, installations and fixtures within the Residential Unit, the interior surfaces of the walls, ceilings, doors, windows, and floors of the garages. The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Residential Unit.

8.5 Additions, Alterations, and Improvements. Subject to the reservation of rights of Declarant hereof, no improvement to the Property (other than for maintenance) which results in a Common Expense shall be constructed except with the prior approval of the members of the Association having at least sixty-seven percent (67%) of the total number of votes outstanding and entitled to be cast at a membership meeting as provided in the Bylaws. Dissenting Owners shall not be relieved of their obligation to pay their proportionate share of any Common Expenses. An individual Owner shall do no alterations, additions, or improvements to any area that is maintained by the Association including landscaping of any kind (for his individual benefit or for the benefit of his Residential Unit) without prior written approval of the Board of Directors. No Owner shall decorate or fence any area outside the Residential Unit building without the prior written approval of 100% of the Members of the Association. Utilities shall not be disturbed or relocated by an Owner without the written consent and approval of the Board. All repairs, alterations or remodels are coupled with the obligation to replace materials removed with similar or better quality materials. An Owner shall do no act nor any work that will or may impair any easement without the written consent of the Board of Directors, after first proving to the satisfaction of the Executive Board that such structural soundness or integrity will be maintained during and after any such act or work shall be done or performed. Any expense to the Board of Directors for investigation under this paragraph shall be borne by the Owner. However, nothing herein contained shall be construed to permit structural modification, and any decision relating thereto shall be in the absolute discretion of the Board of Directors, including, but not limited to, the engagement of a structural engineer at the Owner's expense for the purpose of obtaining an opinion. The Board of Directors may also require, as a condition of approval, the posting of security for the completion of any approved alterations, and costs attendant thereto with respect to recording and effecting the approval. Any Owner that receives

approval for and constructs any post closing improvements of any kind, including roof decks or landscaping, must maintain such improvements in good repair and condition and must remove such improvements at the Owners' expense in the event the Board if Directors' deems that the improvements have not been properly maintained or if required for other necessary maintenance and repairs of improvements.

8.6 Owner's Failure to Maintain or Repair. In the event that a Residential Unit and the additions, alterations, or improvements thereupon are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Residential Unit lies with the Owner of the Residential Unit, or in the event that the improvements on the Residential Unit are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Residential Unit to perform such work as is reasonably required to restore the Residential Unit and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Residential Unit upon demand. All unreimbursed costs shall be a lien upon the Residential Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

8.7 Right to Combine Units. Subject to any approvals and permits which may be required by the Town of Carbondale, an Owner has the right to combine a Residential Unit with one or more adjoining Units after obtaining written approval from the Board of Directors and from each first priority Mortgagee of the Residential Units affected, A combination of Residential Units shall become effective only when the Owner of the Units which are to be combined and an officer of the Association execute and record in the office of the Clerk and Recorder of Garfield County, Colorado, a written statement describing such Residential Units and declaring that the same are to be combined. Such combination, however, shall not affect the designation or prevent the separate ownership of the Residential Units in the future. The Owners of the Residential Units requesting the relocation of boundaries must submit a signed application to the Board of Directors including the following:

- (a) evidence sufficient to the Board of Directors that the applicant has complied with all local rules and ordinances and that the proposed relocation of boundaries does not violate the terms of any document evidencing a security interest;

- (b) the proposed form for amendments to the Declaration, including the plats or maps, as may be necessary to show the change in altered boundaries of the combined Residential Units, and their dimensions and identifying numbers;

- (c) a deposit against attorney's fees and costs which the Association will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Board of Directors; and

- (d) such other information as may be reasonably requested by the Board of

Directors.

All costs and attorney's fees incurred by the Association as a result of such an application shall be the sole obligation of the applicant.

8.8 In the event that any property, pertaining to a Residential Unit (as described in Paragraph 8.6 hereof) located anywhere within the VILLAGE LANE NORTH TOWNHOMES are not properly maintained or are damaged or destroyed by an event of casualty and neither the Owner thereof or the Association takes reasonable measures to diligently pursue the repair and reconstruction of the damage or destruction, then the Association, after notice to the Owner, if applicable, and to the Association, shall have the right to enter the affected property and perform such work as is reasonably required to restore the property and any improvement thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owners of the affected Residential Unit(s), or by the Association upon demand. All unreimbursed costs shall be a lien upon the affected Residential Unit or Units and the property of the Association until reimbursement is made. This lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

ARTICLE 9 INSURANCE AND FIDELITY BONDS

9.1 **General Insurance Provisions.** The Association shall maintain, to the extent reasonably available, such insurance as the Board of Directors considers appropriate, including insurance on Residential Units that the Association is not obligated to insure to protect the Association or the Owners. Such insurance shall be obtained for all improvements including the dry wall board attached to any and all party walls and all improvements located outside of such dry wall board not including any special improvements added to Residential Units such as roof decks.

9.2 **Cancellation.** If the insurance described in Section 9.1 is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners

9.3 **Policy Provisions.** Insurance policies carried pursuant to Section 9.1 must provide that:

(a) Each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association;

(b) The insurer waives its rights to subrogation under the policy against any Owner or member of his household;

(c) No act or omission by any Owner, unless acting within the scope of such

Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(d) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

9.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

9.5 Association Policies. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all or an equitable portion of the deductible paid by the Association.

9.6 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Section 9.1 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation non-renewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

9.7 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

9.8 Fidelity Insurance. To the extent reasonably available, fidelity bonds must be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than two (2) months' current Assessments plus reserves as calculated from the current budget of the Association. In addition, if responsibility for handling funds is delegated to a Manager, such bond may be obtained for the Manager and its officers, employees, and agents, as applicable. Any such fidelity coverage shall name the Association as an obligee and such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

9.9 Workers' Compensation Insurance. The Board of Directors shall obtain

workers' compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

9.10 Other Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Board of Directors may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Board of Directors may obtain insurance against such other risks of a similar or dissimilar nature, as it shall deem appropriate with respect to the Association's responsibilities and duties.

9.11 Insurance Obtained by Owners. Each Owner shall obtain and at all times maintain physical damage and liability insurance for such Owner's benefit at such Owner's expense, covering the full replacement value of the certain portions of the Owner's Residential Unit. Such insurance shall be obtained for all improvements inside of the dry wall board attached to party walls including all other interior walls and any and all improvements located inside of such dry wall board attached to party walls and including any special improvements added to Residential Units. Such insurance shall also be obtained for personal property and personal liability insurance in a limit of not less than Four Hundred Thousand Dollars (\$400,000.00) in respect to bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to property, and, if higher limits shall at any time be customary to protect against tort liability, such higher limits shall be carried. In addition, an Owner may obtain such other and additional insurance coverage on the Residential Unit as such

ARTICLE 10 ASSESSMENTS

10.1 Obligation. Each Owner, including Declarant, by accepting a deed for a Residential Unit, is deemed to covenant to pay to the Association (i) the Annual Assessments imposed by the Board of Directors as necessary to meet the common expenses necessary to perform the functions of the Association, (ii) Special Assessments for capital improvements and other purposes as stated in this Declaration, if permitted under the Act, and (iii) Default Assessments which may be assessed against a Residential Unit for the Owner's failure to perform an obligation under the Association Documents or because the Association has incurred an expense on behalf of the Owner under the Association Documents.

10.2 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of The VILLAGE LANE NORTH TOWNHOMES, and for the improvement and maintenance of the Property and other areas of Association responsibility referred to herein, as more fully set forth in this Article below

10.3 Budget Within thirty (30) days after the adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject

the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. The Board of Directors shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Board of Directors shall levy and assess the Annual Assessments in accordance with the annual budget.

10.4 Annual Assessments. Annual Assessments made shall be based upon the estimated cash requirements as the Board of Directors shall from time to time determine to be paid by all of the Owners, subject to Section 10.3 above. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Property; expenses of management; insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping and of the Property; care of grounds, routine repairs and renovations, including wages; common water and utility charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements built and maintained by the Association, if any, on a periodic basis, as needed.

Annual Assessments shall be payable in quarterly installments on a prorated basis in advance and shall be due on the first day of each quarter. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the same. The Association shall have the right, but not the obligation, to make prorated refunds of any Annual Assessments in excess of the actual expenses incurred in any fiscal year.

10.5 Apportionment of Annual Assessments. Each Owner shall be responsible for that Owner's share of the Common Expenses, which shall be divided among the Residential Units on the basis of the Sharing Ratio in effect on the date of assessment, subject to the following provisions: Expenses (including, but not limited to, costs of maintenance, repair, and replacement) relating to fewer than all of the Residential Units, to the extent not covered by insurance, may, in the sole discretion of the Board of Directors, be assessed only to Owners of the affected Residential Units.

10.6 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association, if permitted under the Act, may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any unexpected repair or replacement of improvements on the Property or for such other expense incurred or to be incurred as provided in this Declaration. This Section 10.6 shall not be construed as an independent source of authority of the Association to incur expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for Annual Assessments in Section 10.4, subject to the requirement that any extraordinary insurance costs incurred as a result of the value of a particular Owner's residence or the actions of a particular Owner (or his

agents, servants, guests, tenants, or invitees) shall be borne by that Owner, and subject to Section 10.5 above. Notice in writing in the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than (30) thirty days after such notice shall have been given. Special Assessments are currently restricted under the Act.

10.7 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Residential Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

10.8 Effect of Nonpayment; Assessment Lien. Any Assessment installment, whether pertaining to any Annual, Special, or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (a) assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (b) assess an interest charge from the date of delinquency at the yearly rate of two (2) points above the prime rate charged by the Association's bank, or such other rate as the Board of Directors may establish, not to exceed twenty-one percent (21%) per annum;
- (c) suspend the voting rights of the Owner during any period of delinquency;
- (d) accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- (e) bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- (f) proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Residential Unit shall constitute a lien on such Residential Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Residential Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

10.9 Personal Obligation. The amount of any Assessment chargeable against any Residential Unit shall be a personal and individual debt of the Owner of same. No Owner may exempt himself from liability for the Assessment by abandonment of his Residential Unit. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the costs and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

10.10 Successor's Liability for Assessments; Subordination of Lien. The provisions of the Act shall govern and control (i) the obligations of successors to the fee simple title of a Residential Unit on which Assessments are delinquent, and (ii) the subordination by the lien of the Assessments provided for in this Declaration.

10.11 Payment by Mortgagee. Any Mortgagee holding a lien on a Residential Unit may pay any unpaid Assessment payable with respect to such Residential Unit, together with any and all costs and expense incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Residential Unit for the amounts paid with the same priority as the lien of the Mortgage.

10.12 Statement of Status of Assessment Payment. Upon payment of a reasonable fee set from time to time by the Board of Directors and upon fourteen (14) days' written request to the Manager or the Association's registered agent, any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Residential Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Residential Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which even the date of posting shall be deemed the date of delivery) within fourteen (14) days, the Association shall have no right to assert a Lien upon the Residential Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

10.13 Capitalization of the Association Upon acquisition of record title to a Residential Unit from Declarant or any seller after Declarant, each Owner shall contribute to the working capital and reserves of the Association an amount equal to twenty-five percent (25%) of the Annual Assessment determined by the Board of Directors for that Residential Unit for the year in which the Owner acquired title. Such payments shall not be considered advance payments of Annual Assessments. The unused portion of the working capital deposit shall be returned to each Owner upon the sale of his Residential Unit, provided that the new purchaser of the Residential Unit has deposited the required working capital deposit with the Association.

ARTICLE 11

ASSOCIATION AS ATTORNEY-IN-FACT

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to Article 9 upon their damage or destruction as provided in Article 12. Acceptance by a grantee of a deed or other instrument of conveyance or

any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 12 DAMAGE OR DESTRUCTION

12.1 Roll of the Board of Directors. In the event of damage or destruction to any property covered by insurance written in the name of the Association, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged property insured by the Association.

12.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Board of Directors shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in Article 12 shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Board of Directors or the Insurance Trustee, if any, determines to be necessary.

12.3 Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

12.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the Association-Insured Property.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10 .6, if permitted under the Act, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

12.5 Disbursement of Funds for Repair and Reconstruction. The insurance

proceeds held by the Association and the amounts received from the Special Assessments provided for above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Residential Unit, first to the Mortgagees and then to the Owners, as their interests appear.

ARTICLE 13 DESIGN REVIEW BY OWNERS

All modifications to structures and landscaping within the Property should conform to and harmonize with existing surroundings and structures. Therefore no alteration of the exterior of a Residential Unit including balconies, decks, doors, windows or other structure located on a Lot, including repainting of the structure or installation of any landscaping by an Owner, shall be made unless first approved in writing by the Executive Board or Owners of 5 of the 7 Units.

ARTICLE 14 DURATION OF COVENANTS AND AMENDMENT

14.1 **Term.** The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act.

14.2 **Amendment by Declarant.** Until the first Lot subject to this Declaration has been conveyed by Declarant by a recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument executed by Declarant setting forth such amendment or termination.

14.3 **Amendment of Declaration by Members.** Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by members of the Association holding at least sixty-seven percent (67%) of the votes of members. The Allocated Interests shall not be amended without a vote of one hundred percent (100%) of the members. The approval of any amendment or repeal shall be evidenced by the certification by the members to the Board of Directors of the Association of the votes of members. The amendment or repeal shall be effective upon recordation of a certificate executed by the president or a vice-president and the secretary or an assistant secretary of the Association setting forth the amendment or repeal in full and certifying that the amendment or repeal has been approved by the members. Any amendment to the Declaration made hereunder

shall be effective only when recorded. All amendments hereto shall be indexed in the grantee's index in the name of Declarant and the Association and in the grantor's index in the name of each person executing the amendment.

ARTICLE 15 LIMIT ON TIMESHARING

No Owner of any Residential Unit shall offer or sell any interest in such Residential Unit under a "timesharing" or "interval ownership" plan, or any similar plan without the specific prior written approval of the Association.

ARTICLE 16 PARKING RESTRICTIONS, MAINTENANCE AND EASEMENTS

16.1 Guest Parking Spaces.

There shall be two guest vehicle parking spots for the benefit of all residents of the Village Lane North Townhomes, located southeast of Unit 1 as shown on the Plat (Guest Parking Spaces) subject to the right of the Association to enter pursuant to Section 8.2 above for the purpose of maintaining and repairing the Guest Parking Spaces. The Association may enact rules for the use and operation of the Guest Parking Spaces, from time to time, to insure the fair and equitable use of this general common element.

16.2 Lot 3 Parking Space.

There shall be an exclusive easement for vehicle parking only for the benefit of the Owner of Lot 3 located on and between Lot 4 and Lot 5 as shown on the Plat (Lot 3 Parking Space) subject to the right of the Association to enter pursuant to Section 8.2 above. The Owner of Lot 3 shall maintain and repair the Lot 3 Parking Space. The Owner of Lot 3 may authorize use of the Lot 3 Parking Space to the owner or tenant of any Residential Unit.

16.3 Lot 6 Parking Space.

There shall be an exclusive easement for vehicle parking only for the benefit of the Owner of Lot 6 located west of Lot 7 as shown on the Plat as a limited common element (Lot 6 Parking Space) subject to the right of the Association to enter pursuant to Section 8.2 above. The owner of Lot 6 shall maintain the Lot 6 Parking Space. The Owner of Lot 6 may authorize use of the Lot 6 Parking Space to the owner or tenant of any Residential Unit.

16.4 Parking and Storage Restrictions on Lots.

There shall be no parking of any vehicles and trailers or any storage of equipment or materials or any other personal property outside of the buildings on any Lot. All Unit Owners must use their garages or other designated parking spaces for parking as required by the Town of Carbondale Unified Development Code ("UDC"), as amended from time to time and the conditions of the project approval.

ARTICLE 17 OCCUPANCY AND USE RESTRICTIONS

17.1 Use and Occupancy.

The use and occupancy of each Unit shall be restricted to one single-family dwelling unit. Each Unit may be owner occupied or leased in accordance with Town of Carbondale regulations. In no event shall more than two individuals occupy one bedroom. These restrictions shall apply based strictly on the number of bedrooms indicated for each Unit below:

Unit 1	3	Bedrooms
Unit 2	3	Bedrooms
Unit 3	2	Bedrooms
Unit 4	3	Bedrooms
Unit 5	3	Bedrooms
Unit 6	2	Bedrooms
Unit 7	3	Bedrooms

17.2 Nuisances and Offensive Activities.

There shall be no noxious or offensive activities conducted on, in, or upon any part of the Property, and no loud noises or noxious odors shall be permitted to occur anywhere on the Property. Nothing shall be done on the Property that may be or become an unreasonable annoyance or a nuisance to any other Owner or any tenant, guest or invitee of any Unit. Each Owner shall be accountable to the other Owner for the uses and behavior of its tenants, guests and invitees.

17.3 No Unsightliness; Trash Storage.

No unsightliness or waste shall be permitted on or in any part of the Property other than in designated trash enclosures. Without limiting the generality of the foregoing, no Owner shall keep or store anything on or in any unenclosed portion of a Unit except for patio, deck and ancillary outdoor furniture and furnishings.

17.4 Animals Kept in Units.

No animals of any kind, with the exception of dogs and cats, may be kept on the Property or within any Unit. Owners who occupy their Unit may keep a total of two pets within that Unit. Owners who lease their Unit may authorize tenants to keep either one dog **or** two cats within a tenant occupied Unit.

17.5 Restriction on Occupancy.

Each Unit shall be used and occupied solely for residential purposes and no trade or business of any kind may be conducted on, in, or upon any Unit. Lease or rental of a Unit for residential purposes on a short term or long term basis shall not be considered a violation of this covenant and is permissible. The maintenance of a

home office shall not be considered a violation of this restriction so long as the nature and conduct of the business complies with applicable local laws and regulations of the County.

ARTICLE 18 GENERAL PROVISIONS

18.1 Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

18.2 Enforcement.

(a) Except as otherwise provided in this Declaration, the Board of Directors, Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board of Directors of the Association, Declarant, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

The failure of the Association to enforce any of the limitations, restrictions, conditions or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on, or incurred by, the Association as a result of such failure. The prevailing party in any action at law or in equity instituted by the Association to enforce or interpret said limitations, restrictions, conditions or covenants, shall be entitled to all costs incurred in connection therewith, including without limitation reasonable attorney's fees.

18.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision that shall remain in full force and effect.

18.4 Conflicts Between Documents.

In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.

DECLARANT:

CBS Village Lane, LLC, a Colorado limited liability company

STATE OF COLORADO)
)
COUNTY OF GARFIELD)

The above and foregoing instrument was acknowledged before me on this ____ day of _____, 2019 by Bradley Crawford in his capacity as Manager of CBS Villag_____, LLC

Witness my hand and seal.

My commission expires:

EXHIBIT A
TO THE
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
VILLAGE LANE NORTH TOWNHOMES

SHARING RATIO

Unit 1 15.8%

Unit 2 15.8%

Unit 3 10.5%

Unit 4 15.8%

Unit 5 15.8%

Unit 6 10.5%

Unit 7 15.8%

Exhibit ____

**DEED RESTRICTION
VILLAGE LANE NORTH TOWNHOMES
TOWN OF CARBONDALE, COLORADO**

**DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE
OCCUPANCY OF CERTAIN UNITS LOCATED AT VILLAGE LANE NORTH
TOWNHOMES, LOT A CRYSTAL VILLAGE PUD, TOWN OF CARBONDALE,
GARFIELD COUNTY, COLORADO**

THIS DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE OCCUPANCY OF CERTAIN UNITS LOCATED AT VILLAGE LANE NORTH TOWNHOMES, LOT A, CRYSTALVILLAGE PUD, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO ("Agreement") is made and executed this __ day of _____, 2019, (the "Effective Date"), by CBS Village Lane, LLC a Colorado limited liability company and/or its assigns (the "Owner"), for the benefit of and enforceable by the Board of Trustees of the Town of Carbondale, Colorado (the "Town") and the Garfield County Housing Authority ("GCHA"), a duly constituted housing authority established pursuant to Colorado law (together, the "Beneficiaries").

I. RECITALS

A. WHEREAS, Owner is the owner of 100% of the real property described as follows:

Section: 33 Township: 7 Range: 88 Subdivision: Lot: A of the First Amended Plat of Lot A, a Re-subdivision of Lots 2 & 4, CRYSTAL VLG P.U.D. Filing No. 3, recorded at Reception No. 904530

also known as: Village Lane North Townhomes, 45 Village Lane, Carbondale, CO 81623

B. WHEREAS, pursuant to Community Housing Mitigation Agreement recorded on March 19, 2018, Reception No. 904531, in the records of Garfield County, Colorado, Owner agreed to permanently restrict one (1) two-bedroom unit within the three-unit building (the "R.O. Unit") at Village Lane North Townhomes designated as Resident Owner Occupied; and one (1) three-bedroom unit within the four-unit building (the "Category 2 Unit") at Village Lane North Townhomes, to be sold to occupants at sale rates affordable to persons earning not more than 100% of the Garfield County area median income ("AMI");

C. WHEREAS, Owner, on behalf of itself, its heirs, executors, administrators, representatives, successors, and assigns, desires to comply with the Community Housing Mitigation Agreement by restricting the use of the Category 2 Unit, described as Unit 2 of Village Lane

North Townhomes and the R.O. Unit, described as Unit 6 of Village Lane North Townhomes (together the "Restricted Units") as hereinafter described.

NOW, THEREFORE, in consideration of the Recitals as set forth above and for value received, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby declare, covenant, and agree as follows:

SECTION 1 **DEFINITIONS**

A. The following definitions shall apply to the terms used in this Agreement:

1. "Area of Eligibility" shall mean the Roaring Fork Valley and the area encompassing Aspen, Colorado, to Parachute, Colorado, including Redstone, Colorado, and Marble, Colorado.

2. "Guidelines" shall mean the Town's Community Housing Guidelines as amended from time to time and in effect at the time of the lease of the Restricted Units.

3. "Institutional Lender" shall mean any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real estate.

4. "Qualified Buyer" with respect to the Category 2 Unit shall mean natural persons whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed one hundred percent (100%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines. In the event that there are no Qualified Buyer whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed one hundred percent (100%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines, Qualified Buyer shall include natural persons whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed one-hundred twenty percent (120%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines. A Qualified Buyer may also be an employer-owner, in which case the qualifications requirements to occupy the Category 2 Unit shall apply to the employee-occupant.

5. "Qualified Buyer" with respect to the R.O. Unit shall mean natural persons who live in the unit as the sole place of residence at least nine (9) months out of any twelve (12) months and who satisfy all other qualifications of the Guidelines. There is no (1) income limit, (2) asset limit, (3) appreciation cap, or (4) sales price restriction. A Qualified Buyer may also be an employer-owner, in which case the qualifications requirements to occupy the R.O. Unit shall apply to the employee-occupant.

SECTION 2

DECLARATION

A. For the purposes set forth herein, Owner, for itself and its successors and assigns, hereby declares that the Restricted Units shall be sold, encumbered, used, occupied, improved, altered, and enjoyed subject to the covenants, conditions, restrictions, privileges, rights, and other provisions set forth in this Agreement, for the duration hereof, and all of which shall run with the land and be binding upon all Owners, occupants and other persons having or acquiring any right, title or interest in or to a Restricted Unit, and their respective heirs, personal representatives, successors and assigns and shall be binding upon and inure to the benefit of the Town and GCHA, and their respective successors and assigns. All persons who purchase a Restricted Unit shall be a Qualified Buyer, as such term is defined in this Agreement. No modification or amendment to this Agreement may be effectuated without the consent of the Beneficiaries. Owner further represents and warrants to the Town and GCHA that the declarations herein are free and clear of any financial liens or encumbrances.

B. Owner hereby restricts the purchase of a Restricted Unit to Qualified Buyer. Qualified Buyer may not sublet or assign a lease for a Restricted Unit in violation of this Agreement or the Guidelines.

C. By the acceptance of any purchase of a Restricted Unit, the Purchaser shall accept all of the terms, conditions, limitations, restrictions, and uses contained in this Agreement.

SECTION 3

USE AND RENTAL OF RESTRICTED UNITS

A. Except as otherwise provided herein, the use and occupancy of the Restricted Units shall be limited exclusively to housing for a Qualified Buyer and their families. Each Restricted Unit shall be utilized as a Qualified Tenant's sole and exclusive place of residence.

B. If an otherwise Qualified Person who occupies a Community Housing Sale or Rental Unit must leave the Employment Area for a limited period of time and desires to rent the unit during their absence, a leave of absence may be granted by the Town for one year upon clear and convincing evidence which shows a bona fide reason for leaving and a commitment to return to the area. A letter must be sent to the Town, at least 30 days prior to leaving, requesting permission to rent the unit during the leave of absence. Notice of such intent to rent and the ability to comment shall be provided to any applicable homeowners' association at the time of request to the Town. The leave of absence shall be for one year and may, at the discretion of the Town, be extended for one year, but in no event, shall the leave exceed two years. The rent for Community Housing Sale Units shall not exceed the owner's cost. Owner's cost as used herein includes the monthly mortgage principal and interest payment, plus owners' association fees, plus utilities remaining in owner's name, plus taxes and insurance prorated on a monthly basis, plus land lease costs if any, plus \$20 per month. The owner shall rent to a Qualified Person who meets the provisions of Part II, Section

1, A, B and C. Prior to the Town's qualification of a tenant, said tenant shall acknowledge as part of the lease that said tenant has received, read and understands the homeowners' association covenants, rules and regulations for the unit and shall abide by them. Enforcement of said covenants, rules and regulations shall be the responsibility of the homeowners' association. A copy of the executed lease shall be furnished by the owner or tenant to the Town. Additionally, an owner may request a one-time leave of absence for one (1) year by Special Review with all the above conditions applying. The rent for any authorized sub-tenant of a Community Housing Rental Unit shall not exceed the maximum rent allowed to be charged to the Qualified Person who is taking a leave of absence.

C. Nothing herein shall be construed to require Owner, the Town or GCHA to (a) protect or indemnify the Owner against any losses attributable to the rental of a Restricted Lot, including, but not limited to, non-payment of rent or damage to the premises, or (b) obtain a qualified tenant for the Owner in the event that none is found by the Owner.

SECTION 4

BREACH OF AGREEMENT; OPPORTUNITY TO CURE

A. In the event that the Town or GCHA has reasonable cause to believe an Owner is violating the provisions of this Agreement, either, by their authorized representative, may inspect a Restricted Unit between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice to Owner of said inspection.

B. In the event a violation of the Agreement is discovered, the Town or GCHA may, after a review of the evidence of a breach and a determination that a violation may have occurred, send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing by GCHA within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Agreement. If a hearing is held before GCHA, it shall be conducted in accordance with the hearing procedures set out in Section 7, below, and the decision of the GCHA based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

C. The failure of the Town or GCHA to insist upon the strict and prompt performance of any of the terms, conditions and restrictions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Town's or GCHA's right or rights thereafter to enforce any term, condition or restriction and the same shall continue in full force and effect.

SECTION 5

GRIEVANCE PROCEDURES

A. A grievance is any dispute that the Owner or a tenant may have with the Town or

GCHA with respect to action or failure to act in accordance with the individual tenant's rights, duties, welfare, or status. A grievance may be presented to a Special Review Committee established by the Town and GCHA (hereinafter referred to as the "Committee") pursuant to and under the procedures set forth in the Guidelines

SECTION 6 **REMEDIES**

A. This Agreement shall constitute covenants running with the Restricted Unit, as a burden thereon, for the benefit of, and shall be specifically enforceable by the GCHA, the Town, and their respective successors and assigns, as applicable, by any appropriate legal action, including, but not limited to, specific performance, injunction, reversion, or eviction of non-complying Buyer and/or occupants.

B. In the event the parties resort to litigation with respect to any or all provisions of this Agreement, should the Town or GCHA prevail in such proceeding, the Town or GCHA shall be entitled to recover damages and costs, including reasonable attorney's fees.

C. Each and every conveyance of a Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants, conditions, limitations, and restrictions herein contained, even without reference therein to this Agreement. In the event that the Owner or any successor owner of either Property should desire to condominiumize or subdivide either Property into multiple ownership units, the Town may require the then-owner(s) to execute an amendment to this Deed Restriction for purposes of updating the legal descriptions to conform with the applicable condominium or subdivision plat and/or to require the Restricted Units to be further restricted as to maximum allowable appreciation and resale price in accordance with the Guidelines in effect at such time.

D. In the event that the Owner or tenant fails to cure any breach, the Town or GCHA may resort to any and all available legal action, including, but not limited to, specific performance of this Agreement or the appointment of a receiver to manage a Restricted Unit.

SECTION 7 **DEFAULT/FORECLOSURE**

A. It shall be a breach of this Agreement for Owner to default in the payment or other obligations due or to be performed under a promissory note secured by any deed of trust encumbering either Property or to breach any of Owner's duties or obligations under said deed or deeds of trust. It shall also be a breach of this Agreement for Owner to default in the payment of real property taxes. Owner must notify GCHA and the Town, in writing, of any such default and provide a copy of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured

by a deed of trust, as described herein, or of any breach of any of Owner's duties or obligations under said deed of trust, within five (5) calendar days of Owner's notification from lender, or its assigns or within five (5) calendar days of Owner's notification from any other creditor specified herein, of any default, past due payment or breach.

B. Upon notification of a default as provided in **Section 4.B**, above, GCHA or the Town may offer loan counseling or distressed loan services to the Owner, if any of these services are available.

C. Upon receipt of any notice of default by Owner, whether the notice described in **Section 4.B**, above, or otherwise, the Town shall have the right, but not the obligation, in its sole discretion, to cure the default or any portion thereof. In that event, the Owner shall be personally liable to the Town for any payments made by it on the Owner's behalf together with interest thereon at the rates specified in the obligation then in default, plus 1%, together with all actual expenses of the Town incurred in curing the default, including reasonable attorney's fees. The Owner shall be required by the Town to execute a promissory note to be secured by a junior deed of trust encumbering the Restricted Lot in favor of the Town for the amounts expended by the Town as specified herein, including future advances made for such purposes. The Owner may pay the promissory note at any time prior to the sale of the property that includes the Restricted Unit. Otherwise, Owner's indebtedness to the Town shall be satisfied from the Owner's proceeds at closing upon sale of the property that includes the Restricted Unit.

D. Upon filing with the Public Trustee of Garfield County of a Notice of Election and Demand for Sale ("NED") pursuant to CRS 38-38-101(4) by the holder of the First Deed of Trust, the Town shall be a "person with an interest in the property....." as described in CRS 38-38-103(1)(a)(II)(E) and, thus, shall be entitled to receive the combined notice required by and described in CRS 38-38-103(1)(a). And, as a "contract vendee" pursuant to CRS 38-38-104(1)(d), the Town shall be entitled to cure any default which is the basis of a foreclosure action in accordance with CRS 38-38-104 *et seq.*

E. The provisions of this Agreement shall be subordinate only to the lien of a First Deed of Trust to secure a loan to purchase the property that includes the Restricted Unit made by an Institutional Lender. This Agreement shall not impair the rights of such Institutional Lender, or such Lender's assignee or successor in interest, to exercise its remedies under the First Deed of Trust in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. After such foreclosure sale or acceptance of deed or assignment in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the property that includes the Restricted Unit or any transfer. This Agreement shall be senior to any lien or encumbrance, other than a First Deed of Trust, as defined herein, recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, after the date on which this Agreement is recorded in said Office. In the event of a foreclosure of a lien other than a First Deed of Trust, as defined herein, nothing herein shall be

construed to create a release or waiver of the covenants, conditions, limitations and restrictions contained in this Agreement.

SECTION 8

GENERAL PROVISIONS

A. Notices. Any notices, consent, or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided in this subsection or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Agreement. Said notices, consents, and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Owner:
Bradley S Crawford
CBS Village Lane, LLC
1101 Village Road, Unit LL2B
Carbondale, CO 81623

To Town:
Town of Carbondale, Colorado
Attn: Town Manager
511 Colorado Avenue
Carbondale, Colorado 81623

B. Delegation. The Town and GCHA may delegate their authority hereunder to one another or to another organization qualified to manage and enforce the rights and obligations of either the Town or GCHA pursuant to this Agreement.

C. Severability. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

D. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Colorado. Venue for any legal action arising from this Agreement shall be in Garfield County, Colorado.

E. Successors. Except as provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

F. Section Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

G. Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options set forth in this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated Board of Trustees of the Town of Carbondale, Colorado, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

H. Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the Parties. However, the Party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition in writing.

I. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

J. Personal Liability. Owner agrees that he or she shall be personally liable for any of the transactions contemplated herein.

K. Further Action. The parties to this Agreement, including any Owner, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

L. Authority. Each of the parties warrants that it has complete and full authority, without limitation, to commit itself to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein.

M. Modifications. The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, approved by the Town, and recorded with the Clerk and Recorder of Garfield County, Colorado.

N. Attorney's Fees. In the event any of the parties resorts to litigation with respect to any of the provisions of this Agreement, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this instrument on the day and year first written above.

CBS VILLAGE LANE, LLC

By: _____
Bradley S Crawford, Manager

STATE OF COLORADO }
 } ss.
COUNTY OF GARFIELD }

The foregoing instrument was acknowledged before me this__ day of _____
2017, by Bradley S. Crawford, in his capacity as Manager of CBS Village Lane, LLC, a Colorado
limited liability company.

WITNESS my hand and official seal.

My commission expires:

Notary Public

ACCEPTANCE BY THE GARFIELD COUNTY HOUSING AUTHORITY AND THE
BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO

The foregoing DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE OCCUPANCY, AND LEASE OF CERTAIN UNITS LOCATED 45 VILLAGE LANE AND KNOWN AS THE VILLAGE LANE NORTH TOWNHOMES, UNIT 2 AND UNIT 6, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO and its terms are hereby adopted and declared by the Garfield County Housing Authority and the Board of Trustees of the Town of Carbondale, Colorado.

GARFIELD COUNTY HOUSING AUTHORITY

By: _____
Katherine Gazunis, Executive Director
Garfield County Housing Authority

[illegible]

The above and foregoing document was acknowledged before me by Katherine Gazunis
this ____ day of _____, 2019.

Witness my hand and official seal.
My commission expires:

Notary Public

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation

By: _____
Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The above and foregoing document was acknowledged before me by Dan Richardson, as Mayor, and Cathy Derby, as Town Clerk, of the Town of Carbondale, Colorado, this ____ day of _____, 2019.

Witness my hand and official seal.
My commission expires:

Notary Public

SECTION 3

MISCELLANEOUS DOCUMENTS

**List of Property Owners within 300 feet
Ordinance No. 14- Series in 2017
Community Housing Agreement – recorded**

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
239333400026	Not available CARBONDALE	CARBONDALE, TOWN OF	R340990	511 COLORADO AVENUE CARBONDALE, CO 81623-2067
239333400029	1033 133 HWY CARBONDALE	TKG ST PETERS SHOPPING CENTER LLC	R340760	215 N STADIUM BLVD COLUMBIA, MO 65203
239333400033	1337 106 COUNTY RD CARBONDALE	CRYSTAL RIVER MARKETPLACE LLC	R341206	813 LAKESIDE DRIVE CARBONDALE, CO 81623
239333400042	1393 106 COUNTY RD CARBONDALE	CRYSTAL RIVER MARKETPLACE LLC	R590002	813 LAKESIDE DRIVE CARBONDALE, CO 81623
239333404008	160 CLEARWATER RD CARBONDALE	JENKINS, JULIE N & EDWIN B JR	R340193	160 CLEARWATER ROAD CARBONDALE, CO 81623
239333404009	180 CLEARWATER RD CARBONDALE	MORTON, JULIA ADELE	R340527	180 CLEARWATER ROAD CARBONDALE, CO 81623
239333404010	200 CLEARWATER RD CARBONDALE	VARDY, EDEN	R340040	200 CLEARWATER ROAD CARBONDALE, CO 81623
239333404011	220 CLEARWATER RD CARBONDALE	PACE, GERALD C	R340413	220 CLEARWATER ROAD CARBONDALE, CO 81623-1809
239333408005	170 VILLAGE LN CARBONDALE	CHENEY, TRENTON J & LINDSAY M	R340507	170 VILLAGE ROAD CARBONDALE, CO 81623
239333408006	160 VILLAGE LN CARBONDALE	MENDOZA, PEDRO & LEZAMA, YENY	R340506	67 PICA LANE CARBONDALE, CO 81623
239333408007	150 VILLAGE LN CARBONDALE	WALKER, R HUNT	R340503	150 VILLAGE LANE CARBONDALE, CO 81623
239333408008	140 VILLAGE LN CARBONDALE	HOLT, ANDREW	R590052	140 VILLAGE LANE CARBONDALE, CO 81623
239333408009	130 VILLAGE LN CARBONDALE	BAYS, IAN MATSON & KAZUE	R590053	130 VILLAGE LANE CARBONDALE, CO 81623
239333408010	120 VILLAGE LN CARBONDALE	GRIJALVA, JOSE & CARMEN RUIZ	R590054	120 VILLAGE LANE CARBONDALE, CO 81623
239333408011	110 VILLAGE LN CARBONDALE	WANG, HSIU-FENG & SUSAN SZU-WEN	R590055	110 VILLAGE LANE CARBONDALE, CO 81623
239333408012	100 VILLAGE LN CARBONDALE	SMITH, SHEILA LYNN	R590056	100 VILLAGE LANE CARBONDALE, CO 81623
239333410015	Not available CARBONDALE	CARBONDALE, TOWN OF	R340759	511 COLORADO AVENUE CARBONDALE, CO 81623-2067
239333422001	1313 BARBER DR CARBONDALE	DURAND, TIMOTHY & GABRIELLE FAMILY TRUST	R590114	1234 COUNTY ROAD 106 CARBONDALE, CO 81623
239333423001	1303 BARBER DR CARBONDALE	BRERETON PREIS, AMITY	R590109	921 MAIN STREET CARBONDALE, CO 81623-1841
239333423002	1305 BARBER DR CARBONDALE	PITTS, JEFFREY BROWNING & FILLEY, SARAH ELIZABETH	R590110	1305 BARBER DRIVE CARBONDALE, CO 81623
239333423003	1307 BARBER DR CARBONDALE	ELLIOTT, TRACY	R590111	1307 BARBER DR CARBONDALE, CO 81623
239333423004	1309 BARBER DR CARBONDALE	SCHIMMENTI, SUSAN	R590112	1309 BARBER DRIVE CARBONDALE, CO 81623
239333423005	1311 BARBER DR CARBONDALE	MCMULLEN-CARLISLE, CATHERINE E & MCMULLEN, JOHN J	R590113	PO BOX 141 EL PORTAL, CA 95318

Parcel	Physical Address	Owner	Account Num	Mailing Address
239333426001	1328 BARBER DR CARBONDALE	COLORADO TOWNHOMES LLC	R590141	1106 13TH AVENUE SW JAMESTOWN, ND 58401
239333435001	1380 MAIN ST #101 CARBONDALE	WARREN, JULIE G & CUNNINGHAM, RED	R590289	PO BOX 371 BASALT, CO 81621
239333435002	1378 MAIN ST #102 CARBONDALE	WARREN, JULIE & CUNNINGHAM, RED	R590290	PO BOX 371 BASALT, CO 81621-0371
239333435003	1380 MAIN ST #103 CARBONDALE	WATERS LLC	R590291	340 NORTH STAR LANE SEDONA, AZ 86336
239333435004	1380 MAIN ST #104 CARBONDALE	WATERS LLC	R590292	340 NORTH STAR LANE SEDONA, AZ 86336
239333435005	1372 W MAIN ST #105 CARBONDALE	WHITTAKER, LAUREN & WIMBERLEY, JADE	R590293	1372 WEST MAIN STREET #105 CARBONDALE, CO 81623
239333435006	1370 MAIN ST #106 CARBONDALE	SADLOWSKI, CYNTHIA L	R590294	203 NORTH 8TH STREET CARBONDALE, CO 81623
239333435007	1410 MAIN ST CARBONDALE	HUANG, YANG & LU, RONG QING	R590295	949 VINE STREET ASPEN, CO 81611
239333435008	1408 MAIN ST CARBONDALE	HERHAHN, CHERYL A	R590296	60 OAK RUN CARBONDALE, CO 81623
239333435009	1406 MAIN ST CARBONDALE	LUU,TONG	R590297	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333435010	1404 MAIN ST CARBONDALE	LUU,TONG	R590298	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333435011	1402 MAIN ST CARBONDALE	CAMPIONE, FRANCES J TRUST	R590299	1402 MAIN STREET CARBONDALE, CO 81623
239333435012	1400 MAIN ST CARBONDALE	DALESSANDRI, THOMAS P & ROBIN A	R590300	175 OAK RUN ROAD CARBONDALE, CO 81623
239333435013	Not available CARBONDALE	LINES PLAZA CONDOMINIUM ASSOC	R590301	679 KINGS ROW STREET CARBONDALE, CO 81623- 9768
239333437001	105 VILLAGE LN CARBONDALE	COLORADO KAHUNAS, LLC	R008635	426 HILLCREST DRIVE BASALT, CO 81621
239333437002	111 VILLAGE LN CARBONDALE	NIMA OF ASPEN, INC	R008636	405 E HYMAN AVE ASPEN, CO 81611
239333437003	117 VILLAGE LN CARBONDALE	117 VILLAGE LANE LLC	R008637	2639 DOLORES WAY CARBONDALE, CO 81623
239333437004	123 VILLAGE LN CARBONDALE	SANIC, NIKOLA	R008638	PO BOX 1433 CARBONDALE, CO 81623
239333437005	129 VILLAGE LN CARBONDALE	LUU,TONG	R008639	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333437006	135 VILLAGE LN CARBONDALE	LUU,TONG	R008640	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333437007	141 VILLAGE LN CARBONDALE	LUU,TONG	R008641	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333437008	147 VILLAGE LN CARBONDALE	LUU,TONG	R008642	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333437009	VILLAGE RD CARBONDALE	LINES PLAZA II CONDOMINIUM OWNERS ASSOCIATION	R008643	679 KINGS ROW STREET CARBONDALE, CO 81623- 9768
239333438001	Not available CARBONDALE	CBS VILLAGE LANE LLC	R041569	235 SNOWCAP CIRCLE CARBONDALE, CO 81623
239333438002	145 VILLAGE LN CARBONDALE	BLANGSTED, PAUL	R041570	PO BOX 549 WOODY CREEK, CO 81656

Parcel	Physical Address	Owner	Account Num	Mailing Address
239333438003	149 VILLAGE LN CARBONDALE	Contact Assessor	R041571	
239333438004	153 VILLAGE LN CARBONDALE	CHRISTOPHER, MAXINE	R041572	153 VILLAGE LANE CARBONDALE, CO 81623
239333438005	165 VILLAGE LN CARBONDALE	ROBERTS, DONALD W & JESSICA A	R041573	165 VILLAGE LANE CARBONDALE, CO 81623
239333438006	169 VILLAGE LN CARBONDALE	JOINER, MARY BETH	R041574	PO BOX 1684 CARBONDALE, CO 81623
239333438007	173 VILLAGE LN CARBONDALE	MUXWORTHY, ROSS ALFRED	R041575	173 VILLAGE LANE CARBONDALE, CO 81623
239333438008	177 VILLAGE LN CARBONDALE	KOPF, DAWN E	R041576	177 VILLAGE LANE CARBONDALE, CO 81623
239333440001	1430 MAIN ST CARBONDALE	LUU,TONG	R041999	814 WEST BLEEKER B-4 ASPEN, CO 81611
239333440004	1442 MAIN ST CARBONDALE	DUNN, MICHELLE L & KINKA, ANDREW J	R042002	1442 MAIN STREET, UNIT 4 CARBONDALE, CO 81623
239333441007	Not available CARBONDALE	LINES III CONDOMINIUMS HOA	R044720	0326 HIGHWAY 133 SUITE 120 CARBONDALE, CO 81623
239333442001	VILLAGE LN CARBONDALE	ALPINE BANK	R082552	600 EAST HOPKINS AVENUE, SUITE 100 ASPEN, CO 81611
239333442002	30 VILLAGE LN CARBONDALE	ALPINE BANK	R082553	600 EAST HOPKINS AVENUE, SUITE 100 ASPEN, CO 81611
239333453001	Not available null	CRYSTAL RIVER MARKETPLACE LLC	R084075	813 LAKESIDE DRIVE CARBONDALE, CO 81623
ROW	Not available null			

**ORDINANCE NO. 14
SERIES OF 2017**

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE TOWN OF CARBONDALE, COLORADO
APPROVING A MAJOR PLAT AMENDMENT AND SITE PLAN REVIEW FOR
LOT A, CRYSTAL VILLAGE P.U.D.**

WHEREAS, CBS Village Lane, LLC, a Colorado limited liability company ("Applicant"), has submitted an application for the contemporaneous approval of a Major Plat Amendment ("Plat Amendment") in order to eliminate a plat note that prohibited residential use and Major Site Plan Review ("Site Plan") in order develop seven new townhomes upon Lot A, Crystal Village P.U.D., as described on the Resubdivision of Lots 2 & 4, Crystal Village P.U.D. Filing No. 3, Town of Carbondale, Colorado recorded on August 12, 2004 as Reception No. 658026 ("subject property"); and

WHEREAS, after all required notices, the Planning and Zoning Commission of the Town of Carbondale reviewed this application at noticed public hearings held on April 13 and April 27, 2017, and recommended approval of the Plat Amendment with conditions; and

WHEREAS, after all required notices, the Board of Trustees conducted a noticed public hearing on this application on May 9, 2017, during which public hearing the Board of Trustees heard and considered the statements of Town staff, the Applicant's representatives, and members of the public, and reviewed and considered all other relevant documents and information presented at such hearing, all as required by law; and

WHEREAS, on May 23, 2017, the Board of Trustees approved a Community Housing Mitigation Plan for the proposed development; and

WHEREAS, the Board of Trustees finds and determines that the requested Plat Amendment meets the following approval criteria set forth in Municipal Code Chapter 17.02, sub-sections 2.6.7.A.B.1 and 2.6.5.C.2.b, including:

1. The final plat conforms to the approved revised plat and incorporates all recommended changes, modifications, and conditions attached to the approval of the preliminary plat;
2. The development will substantially comply with all requirements of this Code; and
3. The development will comply with applicable technical standards and specifications adopted by the Town.

WHEREAS, the Board of Trustees also finds and determines that the application also meets the following site plan approval criteria set forth in Municipal Code Chapter 17.02, Sub-Sections 2.5.3.C.1 through 4, inclusive, including:

1. The site plan is consistent with the Comprehensive Plan as it optimizes the use of land in Town and functions as infill development;
2. The site plan is consistent with the subdivision plat, ;
3. The site plan complies with all applicable development and design standards set forth in this Code; and
4. Traffic generated by the proposed development will be adequately served by existing streets within Carbondale; and

WHEREAS, the Board of Trustees further finds that certain conditions of approval should be imposed so that the subject property will be developed consistent with the purposes of Title 17 of the Carbondale Municipal Code and the terms of prior ordinances and regulations concerning the Crystal Village P.U.D., including Ordinance No. 10, Series of 2016.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO as follows:

1. **Approval of Major Plat Amendment.** The Board of Trustees hereby approves a Major Plat Amendment such that a revised plat of the subject property may be recorded that omits a prior plat note restricting use of the property to residential use. The revised final plat shall be in a form acceptable to and approved by Town staff prior to recording. The Applicant shall execute and record the revised final plat within 90 days after the date of adoption of this Ordinance. The revised final plat shall include a lienholder consent and subordination form in form acceptable to the Town Attorney to be executed by Applicant's lender prior to recordation. The revised final plat shall also include the following plat notes:

- a. Prior to issuance of any building permits for residential development upon Lot A, the applicant shall be required to payment to the Town of Carbondale fees in lieu of water rights dedication calculated by the Public Works Director according to the terms of the Municipal Code to account for the increased water demands associated with residential development as compared to commercial development.
- b. Development of Lot A for residential purposes is conditioned upon compliance with that certain Community Housing Mitigation Agreement between CBS Village Lane, LLC and the Town of Carbondale dated July 25 2017 and recorded in the Office

of the Garfield County Clerk & Recorder on MARCH 19 2018
at Reception No. 904521.

2. **Approval of Major Site Plan Review.** The Board of Trustees hereby grants Major Site Plan Review approval for the subject property (Lot A of the Crystal Village P.U.D.), subject to all terms and conditions of this Ordinance and the associated Community Housing Mitigation Agreement. The final site plan shall be delivered to the Town's Planning Director prior to recordation of the revised final plat. The final site plan shall include adequate snow storage areas acceptable to the Town's Public Works Director and depict a greater variety of balconies in accordance with Section 5.6.5.C.2.a.ii of Chapter 17.05 of the Municipal Code.

3. **Future Agreements and Obligations.** At the time of any future re-subdivision or condominiumization of the subject property, the Town may require the then-owner to: (1) enter into a public improvements agreement in form acceptable to the Town for purposes of requiring and guaranteeing the completion of any public improvements required to serve development upon the subject property; and/or (2) execute and record a declaration of covenants, conditions, and restrictions in form acceptable to the Town for purposes of establishing a funding mechanism for any common expense items, including the common irrigation system; and/or (3) pay per-unit school and fire impact fees to the Roaring Fork School District and the Carbondale & Rural Fire Protection District.

4. **Additional Conditions of Approval.** The Board of Trustees imposes the following additional conditions of approval:

a. All lighting on the subject property shall be in compliance with Section 5.10 of Chapter 17.05 of the Municipal Code (Exterior Lighting).

b. Unless inconsistent with the terms hereof, all other representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as additional conditions of approval.

c. The Applicant shall be required to pay and reimburse the Town for professional and staff fees pursuant to Sections 13.16.180 and 1.30.030 of the Carbondale Town Code, and for all recording fees.

5. **Fees.** All Fee's including developer reimbursable fees, shall be paid prior to the recordation of the plat.

6. **Recording.** A copy of this Ordinance shall be recorded in the Office of the Garfield County Clerk and Recorder at the expense of the Applicant. The terms and conditions of this Ordinance, which touch and concern the subject property, are intended to run with title to said property and to be binding upon any successors or assigns.




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03/19/2018 04:25:26 PM Jean Alberico
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Town of Carbondale, Colorado
Ordinance No. 14-2017
Lot A, Crystal Village PUD
Major Plat Amendment and Site Plan Approval

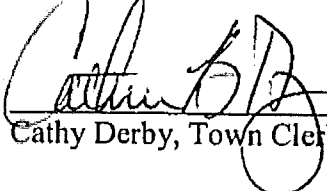
INTRODUCED, READ AND PASSED this 12th day of September, 2017.

THE TOWN OF CARBONDALE

By:


Dan Richardson, Mayor

ATTEST:


Cathy Derby, Town Clerk

COMMUNITY HOUSING MITIGATION AGREEMENT
Lot A, Crystal Village P.U.D.

This **COMMUNITY HOUSING MITIGATION AGREEMENT** ("Agreement") is made effective this 25th day of July, 2017, between CBS Village Lane, LLC, a Colorado limited liability company (hereinafter referred to as "CBS"), and the Town of Carbondale, a Colorado home rule municipal corporation (hereinafter referred to as "Town").

A. On May 9, 2017, the Town's Board of Trustees approved a Major Site Plan Review and Major Plat Amendment to allow Lot A, Crystal Village PUD, so that seven townhomes can be developed on this property.

B. On May 23, 2017, the Town's Board of Trustees approved a Community Housing Mitigation Plan for this project, as required by Chapter 17, Section 5.11 of the Carbondale municipal code.

C. In the future, CBS upon completion of the seven townhome units, CBS intends to subdivide or condominiumize these seven units into seven separate properties.

D. Pending completion of that future re-subdivision or condominium approval process, CBS and the Town now wish to memorialize the terms of CBS' community housing obligations for Lot A, Crystal Village P.U.D., according to the final plat thereof recorded in the office of the Garfield County Clerk & Recorder on August 17, 2004 at Reception No. 658026.

NOW THEREFORE, in consideration of the mutual rights and obligations set forth in this Community Housing Mitigation Agreement, and other good and sufficient consideration, CBS and the Town further agree as follows:

1. As full satisfaction of all affordable housing mitigation requirements for all residential units within Lot A (to contain seven residential units), CBS and the Town agree that, prior to issuance of any certificates of occupancy for any of the seven future townhome units, one three-bedroom townhome unit shall be deed restricted as to occupancy, initial price, and resale, as a Category 2 unit to be owned and occupied by persons earning no more than 100% of Garfield County area median income (AMI), and that a second two-bedroom townhome unit shall be deed-restricted as an owner-occupied or "RO" unit. All deed restrictions shall be substantially consistent with the forms attached as Exhibit A, as well as subject to the 2017 Town of Carbondale's Community Housing Guidelines ("Guidelines"), as amended from time to time.

2. This Agreement is expressly contingent upon CBS's lender's execution of the "Lienholder Consent and Subordination" set forth at the end of this document.

3. This Agreement may be executed by the parties and CBS's lender in one or more counterparts, all of which taken together shall constitute one instrument.

AL



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03/19/2018 04:25:26 PM Jean Alberico
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Community Housing Agreement
Lot A Crystal Village PUD
July 2017
Page 2

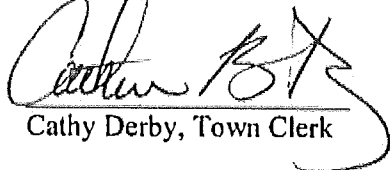
4. Should the Town prevail in any legal action to enforce this Agreement, the Town shall be entitled to recover its costs and attorneys' fees.

5. This Agreement shall be recorded in the Office of the Garfield County Clerk and Recorder at CBS's expense. The terms and provisions of this Agreement shall run with title to Lot A, Crystal Village P.U.D., and be binding upon successors and assigns.

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: 
Dan Richardson, Mayor

ATTEST:

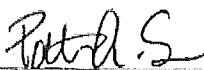

Cathy Derby, Town Clerk

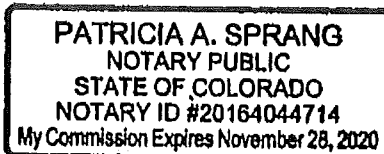
STATE OF COLORADO }
COUNTY OF GARFIELD } ss.

The foregoing instrument was acknowledged before me this 25th day of July 2017, by Dan Richardson as Mayor and Cathy Derby as Town Clerk of the Town of Carbondale, Colorado.

WITNESS my hand and official seal.

My commission expires:


Notary Public

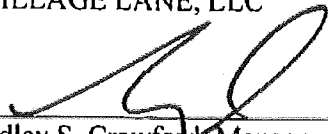




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Community Housing Agreement
Lot A Crystal Village PUD
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Page 3

CBS VILLAGE LANE, LLC

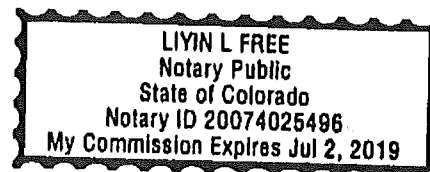
By: 
Bradley S. Crawford, Manager

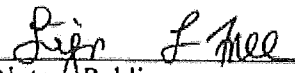
STATE OF COLORADO }
 } ss.
COUNTY OF Garfield }

The foregoing instrument was acknowledged before me this 4th day of October 2017, by Bradley S Crawford, as manager of CBS Village Lane, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:




Notary Public

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EXHIBIT A

**DEED RESTRICTION
VILLAGE LANE TOWNHOMES
TOWN OF CARBONDALE, COLORADO**

**DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE
OCCUPANCY OF CERTAIN UNITS LOCATED AT VILLAGE LANE TOWNHOMES,
LOT A CRYSTAL VILLAGE PUD, TOWN OF CARBONDALE, GARFIELD COUNTY,
COLORADO**

THIS DECLARATION OF DEED RESTRICTION AND AGREEMENT CONCERNING THE OCCUPANCY OF CERTAIN UNITS LOCATED AT VILLAGE LANE TOWNHOMES, LOT A, CRYSTALVILLAGE PUD, TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO ("Agreement") is made and executed this ___ day of _____, 2017, (the "Effective Date"), by CBS Village Lane, LLC a Colorado limited liability company and/or its assigns (the "Owner"), for the benefit of and enforceable by the Board of Trustees of the Town of Carbondale, Colorado (the "Town") and the Garfield County Housing Authority ("GCHA"), a duly constituted housing authority established pursuant to Colorado law (together, the "Beneficiaries").

I. RECITALS

A. WHEREAS, Owner is the owner of 100% of the real property described as follows:

Section: 33 Township: 7 Range: 88 Subdivision: CRYSTAL VLG PUD FLG 3 LTS 2-7
Lot: A RE-SUB OF LOTS 2 & 4, FLG 3
also known by street and number as: Village Lane Townhomes, Carbondale, CO 81623
AND

B. WHEREAS, pursuant to Community Housing Mitigation Agreement recorded on _____, 2017, Reception No. _____, records of Garfield County, Colorado, Owner agreed to permanently restrict one (1) two-bedroom unit within a seven-unit building at Village Lane Townhomes designated as Resident Owner Occupied and one (1) three-bedroom unit within a seven-unit building at Village Lane Townhomes, to be sold to occupants at sale rates affordable to persons earning not more than 100% of the Garfield County area median income ("AMI");

C. WHEREAS, Owner, on behalf of itself, its heirs, executors, administrators, representatives, successors, and assigns, desires to comply with the Community Housing Mitigation



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Agreement by restricting the use of Unit 2 of Village Lane Townhomes and Unit 6 Village Lane Townhomes ("Restricted Units") as hereinafter described.

NOW, THEREFORE, in consideration of the Recitals as set forth above and for value received, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby declare, covenant, and agree as follows:

SECTION 1 **DEFINITIONS**

A. The following definitions shall apply to the terms used in this Agreement:

1. "Area of Eligibility" shall mean the Roaring Fork Valley and the area encompassing Aspen, Colorado, to Parachute, Colorado, including Redstone, Colorado, and Marble, Colorado.
2. "Guidelines" shall mean the Town's Community Housing Guidelines as amended from time to time and in effect at the time of the lease of the Restricted Units.
3. "Institutional Lender" shall mean any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real estate.
4. "Qualified Buyer" shall mean natural persons whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed one hundred percent (100%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines. In the event that there are no Qualified Buyer whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed one hundred percent (100%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines, Qualified Buyer shall include natural persons whose maximum gross household incomes, as that term is defined in the Guidelines, do not exceed one-hundred twenty percent (120%) of the AMI and who satisfy all other qualifications for occupying community housing set forth in the Guidelines.

SECTION 2 **DECLARATION**

A. For the purposes set forth herein, Owner, for itself and its successors and assigns, hereby declares that the Restricted Units shall be sold, encumbered, used, occupied, improved, altered, and enjoyed subject to the covenants, conditions, restrictions, privileges, rights, and other provisions set forth in this Agreement, for the duration hereof, and all of which shall run with the land and be binding upon all Owners, occupants and other persons having or acquiring any right, title or interest in or to a Restricted Unit, and their respective heirs, personal representatives, successors and assigns and shall be binding upon and inure to the benefit of the Town and GCHA,



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and their respective successors and assigns. All persons who purchase a Restricted Unit shall be Qualified Buyer, as such term is defined in this Agreement. No modification or amendment to this Agreement may be effectuated without the consent of the Beneficiaries. Owner further represents and warrants to the Town and GCHA that that the declarations herein are free and clear of any financial liens or encumbrances.

B. Owner hereby restricts the purchase of a Restricted Unit to Qualified Buyer. Qualified Buyer may not sublet or assign a lease for a Restricted Unit in violation of this Agreement or the Guidelines.

C. By the acceptance of any purchase of a Restricted Unit, the Purchaser shall accept all of the terms, conditions, limitations, restrictions, and uses contained in this Agreement.

SECTION 3

USE AND RENTAL OF RESTRICTED UNITS

A. Except as otherwise provided herein, the use and occupancy of the Restricted Units shall be limited exclusively to housing for Qualified Buyer and their families. Each Restricted Unit shall be utilized as a Qualified Tenant's sole and exclusive place of residence.

B. If an otherwise Qualified Person who occupies a Community Housing Sale or Rental Unit must leave the Employment Area for a limited period of time and desires to rent the unit during their absence, a leave of absence may be granted by the Town for one year upon clear and convincing evidence which shows a bona fide reason for leaving and a commitment to return to the area. A letter must be sent to the Town, at least 30 days prior to leaving, requesting permission to rent the unit during the leave of absence. Notice of such intent to rent and the ability to comment shall be provided to any applicable homeowners' association at the time of request to the Town. The leave of absence shall be for one year and may, at the discretion of the Town, be extended for one year, but in no event, shall the leave exceed two years. The rent for Community Housing Sale Units shall not exceed the owner's cost. Owner's cost as used herein includes the monthly mortgage principal and interest payment, plus owners' association fees, plus utilities remaining in owner's name, plus taxes and insurance prorated on a monthly basis, plus land lease costs if any, plus \$20 per month. The owner shall rent to a Qualified Person who meets the provisions of Part II, Section I, A, B and C. Prior to the Town's qualification of a tenant, said tenant shall acknowledge as part of the lease that said tenant has received, read and understands the homeowners' association covenants, rules and regulations for the unit and shall abide by them. Enforcement of said covenants, rules and regulations shall be the responsibility of the homeowners' association. A copy of the executed lease shall be furnished by the owner or tenant to the Town. Additionally, an owner may request a one-time leave of absence for one (1) year by Special Review with all the above conditions applying. The rent for any authorized sub-tenant of a Community Housing Rental Unit shall not exceed the maximum rent allowed to be charged to the Qualified Person who is taking a leave of absence.

C. Nothing herein shall be construed to require Owner, the Town or GCHA to (a) protect or indemnify the Owner against any losses attributable to the rental of a Restricted Lot, including, but not limited to, non-payment of rent or damage to the premises, or (b) obtain a qualified tenant for the Owner in the event that none is found by the Owner.

SECTION 4

BREACH OF AGREEMENT; OPPORTUNITY TO CURE

A. In the event that the Town or GCHA has reasonable cause to believe an Owner is violating the provisions of this Agreement, either, by their authorized representative, may inspect a Restricted Unit between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than 24 hours' written notice to Owner of said inspection.

B. In the event a violation of the Agreement is discovered, the Town or GCHA may, after a review of the evidence of a breach and a determination that a violation may have occurred, send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure. Said notice shall state that the Owner may request a hearing by GCHA within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Agreement. If a hearing is held before GCHA, it shall be conducted in accordance with the hearing procedures set out in Section 7, below, and the decision of the GCHA based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

C. The failure of the Town or GCHA to insist upon the strict and prompt performance of any of the terms, conditions and restrictions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the Town's or GCHA's right or rights thereafter to enforce any term, condition or restriction and the same shall continue in full force and effect.

SECTION 5

GRIEVANCE PROCEDURES

A. A grievance is any dispute that the Owner or a tenant may have with the Town or GCHA with respect to action or failure to act in accordance with the individual tenant's rights, duties, welfare, or status. A grievance may be presented to a Special Review Committee established by the Town and GCHA (hereinafter referred to as the "Committee") pursuant to and under the procedures set forth in the Guidelines

SECTION 6 **REMEDIES**

A. This Agreement shall constitute covenants running with the Restricted Unit, as a burden thereon, for the benefit of, and shall be specifically enforceable by the GCHA, the Town, and their respective successors and assigns, as applicable, by any appropriate legal action, including, but not limited to, specific performance, injunction, reversion, or eviction of non-complying Buyer and/or occupants.

B. In the event the parties resort to litigation with respect to any or all provisions of this Agreement, should the Town or GCHA prevail in such proceeding, the Town or GCHA shall be entitled to recover damages and costs, including reasonable attorney's fees.

C. Each and every conveyance of a Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants, conditions, limitations, and restrictions herein contained, even without reference therein to this Agreement. In the event that the Owner or any successor owner of either Property should desire to condominiumize or subdivide either Property into multiple ownership units, the Town may require the then-owner(s) to execute an amendment to this Deed Restriction for purposes of updating the legal descriptions to conform with the applicable condominium or subdivision plat and/or to require the Restricted Units to be further restricted as to maximum allowable appreciation and resale price in accordance with the Guidelines in effect at such time.

D. In the event that the Owner or tenant fails to cure any breach, the Town or GCHA may resort to any and all available legal action, including, but not limited to, specific performance of this Agreement or the appointment of a receiver to manage a Restricted Unit.

SECTION 7 **DEFAULT/FORECLOSURE**

A. It shall be a breach of this Agreement for Owner to default in the payment or other obligations due or to be performed under a promissory note secured by any deed of trust encumbering either Property or to breach any of Owner's duties or obligations under said deed or deeds of trust. It shall also be a breach of this Agreement for Owner to default in the payment of real property taxes. Owner must notify GCHA and the Town, in writing, of any such default and provide a copy of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a deed of trust, as described herein, or of any breach of any of Owner's duties or obligations under said deed of trust, within five (5) calendar days of Owner's notification from lender, or its assigns or within five (5) calendar days of Owner's notification from any other creditor specified herein, of any default, past due payment or breach.

B. Upon notification of a default as provided in Section 4.B, above, GCHA or the Town may offer loan counseling or distressed loan services to the Owner, if any of these services are available.

C. Upon receipt of any notice of default by Owner, whether the notice described in Section 4.B, above, or otherwise, the Town shall have the right, but not the obligation, in its sole discretion, to cure the default or any portion thereof. In that event, the Owner shall be personally liable to the Town for any payments made by it on the Owner's behalf together with interest thereon at the rates specified in the obligation then in default, plus 1%, together with all actual expenses of the Town incurred in curing the default, including reasonable attorney's fees. The Owner shall be required by the Town to execute a promissory note to be secured by a junior deed of trust encumbering the Restricted Lot in favor of the Town for the amounts expended by the Town as specified herein, including future advances made for such purposes. The Owner may pay the promissory note at any time prior to the sale of the property that includes the Restricted Unit. Otherwise, Owner's indebtedness to the Town shall be satisfied from the Owner's proceeds at closing upon sale of the property that includes the Restricted Unit.

D. Upon filing with the Public Trustee of Garfield County of a Notice of Election and Demand for Sale ("NED") pursuant to CRS 38-38-101(4) by the holder of the First Deed of Trust, the Town shall be a "person with an interest in the property....." as described in CRS 38-38-103(1)(a)(II)(E) and, thus, shall be entitled to receive the combined notice required by and described in CRS 38-38-103(1)(a). And, as a "contract vendee" pursuant to CRS 38-38-104(1)(d), the Town shall be entitled to cure any default which is the basis of a foreclosure action in accordance with CRS 38-38-104 *et seq.*

E. The provisions of this Agreement shall be subordinate only to the lien of a First Deed of Trust to secure a loan to purchase the property that includes the Restricted Unit made by an Institutional Lender. This Agreement shall not impair the rights of such Institutional Lender, or such Lender's assignee or successor in interest, to exercise its remedies under the First Deed of Trust in the event of default by Owner; these remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. After such foreclosure sale or acceptance of deed or assignment in lieu of foreclosure, this Agreement shall be forever terminated and shall have no further effect as to the property that includes the Restricted Unit or any transfer. This Agreement shall be senior to any lien or encumbrance, other than a First Deed of Trust, as defined herein, recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, after the date on which this Agreement is recorded in said Office. In the event of a foreclosure of a lien other than a First Deed of Trust, as defined herein, nothing herein shall be construed to create a release or waiver of the covenants, conditions, limitations and restrictions contained in this Agreement.

SECTION 8

GENERAL PROVISIONS

A. Notices. Any notices, consent, or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided in this subsection or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Agreement. Said notices, consents, and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Owner:
Bradley S Crawford
CBS Village Lane, LLC
235 Snowcap Lane
Carbondale, CO 81623

To Town:
Town of Carbondale, Colorado
Attn: Town Manager
511 Colorado Avenue
Carbondale, Colorado 81623

B. Delegation. The Town and GCHA may delegate their authority hereunder to one another or to another organization qualified to manage and enforce the rights and obligations of either the Town or GCHA pursuant to this Agreement.

C. Severability. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

D. Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Colorado. Venue for any legal action arising from this Agreement shall be in Garfield County, Colorado.

E. Successors. Except as provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

F. Section Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

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G. Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options set forth in this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated Board of Trustees of the Town of Carbondale, Colorado, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

H. Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the Parties. However, the Party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition in writing.

I. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

J. Personal Liability. Owner agrees that he or she shall be personally liable for any of the transactions contemplated herein.

K. Further Action. The parties to this Agreement, including any Owner, agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

L. Authority. Each of the parties warrants that it has complete and full authority, without limitation, to commit itself to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein.

M. Modifications. The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, approved by the Town, and recorded with the Clerk and Recorder of Garfield County, Colorado.

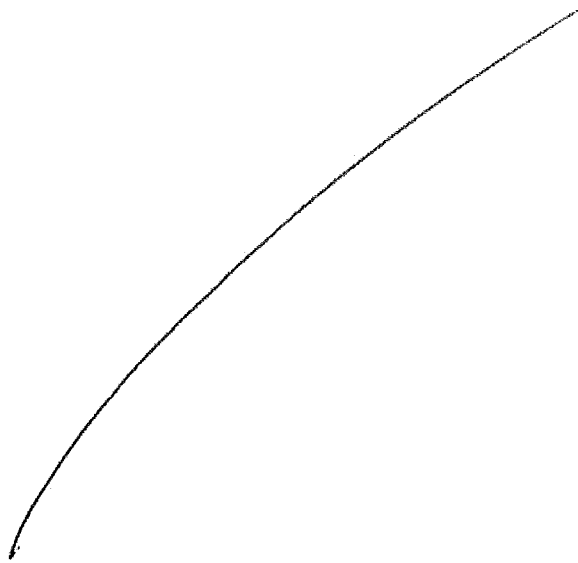
N. Attorney's Fees. In the event any of the parties resorts to litigation with respect to any of the provisions of this Agreement, the prevailing party shall be entitled to recover damages and costs, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this instrument on the day and year first written above.



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CBS VILLAGE LANE, LLC

By: 

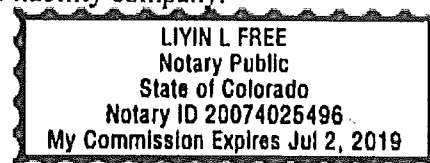
Bradley S Crawford

STATE OF COLORADO }
 } ss.
COUNTY OF Garfield }

The foregoing instrument was acknowledged before me this 4th day of October 2017, by Bradley S Crawford, CBS Village Lane, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My commission expires:




Notary Public

ACCEPTANCE BY THE GARFIELD COUNTY HOUSING AUTHORITY AND THE
BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO

The foregoing DECLARATION OF DEED RESTRICTION AND AGREEMENT
CONCERNING THE OCCUPANCY, AND LEASE OF CERTAIN UNITS LOCATED AT
LOT A CRYSTAL VILLAGE, TOWN OF CARBONDALE, GARFIELD
COUNTY, COLORADO and its terms are hereby adopted and declared by the Garfield County
Housing Authority and the Board of Trustees of the Town of Carbondale, Colorado.

GARFIELD COUNTY HOUSING AUTHORITY

By: V. Gazunis
Katherine Gazunis, Executive Director
Garfield County Housing Authority

STATE OF COLORADO)
COUNTY OF Garfield) ss.

The above and foregoing document was acknowledged before me by Katherine Gazunis
this 12th day of February, 2018.

Witness my hand and official seal,
My commission expires:

CHERYL R. STROUSE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19944020591
MY COMMISSION EXPIRES JANUARY 10, 2019

Cheryl R. Strouse
Notary Public

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation

By: _____

Dan Richardson, Mayor

ATTEST: _____

Cathy Derby, Town Clerk

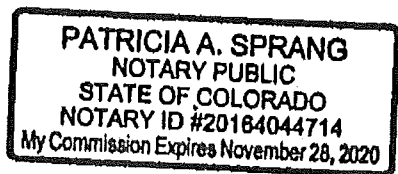
STATE OF COLORADO)

COUNTY OF Garfield)

ss.

The above and foregoing document was acknowledged before me by Dan Richardson, as Mayor, and Cathy Derby, as Town Clerk, of the Town of Carbondale, Colorado, this 25th day of July, 2017.

Witness my hand and official seal.
My commission expires:



Notary Public



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

Board of Trustees Agenda Memorandum

Meeting Date: 7/23/2019

TITLE: Planning Department Administrative Report

SUBMITTING DEPARTMENT: Planning Department

Thompson Park - The Board approved the Major Site Plan Review for Thompson Park in July of 2018. The approval allows 40 residential dwelling units, eight of which would be deed restricted for affordable housing. Since then, the Town received a Letter of Credit securing the public improvements, the approval documents have been recorded, and work on the infrastructure has commenced on the property. Building permit applications have been submitted and are under review.

Town Center – Town Staff is working with the Town Center property owners on the Town Center approval documents which were recorded in 2003. Some of the conditions of approval, i.e., design guidelines, are no longer needed since the adoption of the UDC. In addition, the property owner is looking at changing the organization of the Town Center HOA. These changes would require a plat amendment and an amendment to the Subdivision Improvements Agreement. This would require approval by the Board. (Town Center is the vacant property, with the exception of Thunder River Theatre and the Backbone building, which is bounded by Colorado Avenue, Main Street, Sixth Street and Fourth Street.)

City Market – Work continues on the infrastructure for the Carbondale Marketplace (City Market) subdivision. It is anticipated that construction of City Market will begin this year with the store opening in 2020. This will include the 10,000 sq. ft. retail building associated with City Market as well as the fueling station. The building permit for the grocery store is almost ready to be issued once the renewable energy offset requirements are worked out.

Stein Development – In 2017, the Board approved a Major Site Plan Review to allow a mixed-use development with commercial and residential components on the vacant parcel located at the northeast corner of Highway 133 and Main

Street. This was to allow 18 residential units and 2,100 sq. ft. of commercial space. The property has since been placed on the market and Staff continues to meet with potential buyers to review a revised development plans for the property.

Main Street Marketplace – Main Street Marketplace is approved for a mixed-use development with approximately 10,000 sq. ft. of commercial space and 115 residential dwelling units on the 5.37-acre parcel. The Development Improvements Agreement and Ordinance were approved by the Board at the February 15, 2019 meeting.

Sopris Lodge Assisted Living Community - Sopris Lodge received the final authorization for utility and access crossings from RFTA. A letter of credit was submitted to the Town and the Development Improvements Agreement and other associated documents were recorded on April 8, 2019. Infrastructure work on the property has begun. The building permit has been issued and construction had started.

Unified Development Code (UDC) Amendments – The Planning Commission reviewed the redlines at its February 14, 2019 meeting as a regular item. The P&Z then held a public hearing on February 28, 2019 where the P&Z recommended approval of the UDC redlines. The Board of Trustees reviewed and approved the amendments at a public hearing on March 18, 2019. Staff have been reviewing the redlines to ensure the changes are correct.

159 Sopris Avenue – The Planning Commission approved a Minor Site Plan and Variances for a vacant structure dating from the 1940's to be renovated into a small residential dwelling.

296 South 3th Street – The Planning Commission approved a Minor Site Plan, Variances and Conditional Use Permit for a new structure at Third Street and Sopris Avenue.

728 Euclid – A public hearing was held on June 10 2019 before the Board of Adjustment (BOA) for the consideration of an appeal of the Building Official's decision to issue a building permit for a structure at 728 Euclid Avenue.

182 Sopris Avenue – The Planning Commission Approved a Minor Site Plan and then a resolution of approval at the April 25th meeting.

417 Sopris Avenue -

714 Lincoln Avenue Condominium Exemption – The Planning Commission approved a Condominium Exemption to divide four apartments into separate conveyable units at its June 27 meeting.

Brothers Subdivision -

Go Self Storage/Blue Mountain Self Storage – The Planning Commission an reviewed this referral from Garfield County on January 24, 2019 and submitted a letter to the County which reflected their concerns. Both proposals were denied by the County Commissioners at their April 15, 2019 meeting.

Roaring Fork Valley Regional Housing Authority (RFVRHA) – Planning Staff has been serving on the RFVRHA Affordable Housing Task Force and the Land Use Task Force groups working on the Regional Housing Authority project. The results of the recent housing survey were presented to the public and elected officials at several public meetings throughout the Valley.

Brothers Subdivision Exemption - 415 8th Street – In March of 2018, Staff reviewed an Administrative Site Plan Review to allow construction of a duplex and a single-family residence to be located at 415 N. 8th Street. On April 11, 2019, the Planning Commission approved a subdivision exemption to subdivide the parcel into three lots. The subdivision allows each unit to be sold individually.

Triple Canna LLC. 220 N 12th Street – The Planning Commission approved a Marijuana Infused Product Manufacturer and Cultivation Special Use Permit for 220 N 12th Street on April 25, 2019

Property Inquiries – A number of properties were placed on the market around Town. As a result, Planning and Building Staff have been fielding numerous inquiries on those properties.

VACP Report – The Commission reviewed the summary of the VCAP report at its April 11, 2019 meeting with the understanding that the findings in the report should be considered during the Commission's decision-making process.

Prepared By: John Leybourne and Janet Buck

JH
Town Manager