



**Wednesday March 2, 2022  
Regular Session – 5:30PM**

**AGENDA – REVISED**

**Town Council Meeting  
Minturn Town Hall / Council Chambers  
302 Pine St Minturn, CO**

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate. This agenda and meetings can be viewed at [www.minturn.org](http://www.minturn.org).

**MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION**

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/89615881237>

Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 896 1588 1237**

Please note: all virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five (5) minutes for public comment.

**PUBLIC COMMENTS:** If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

**CALL TO ORDER**

**ROLL CALL & PLEDGE OF ALLEGIANCE**

**APPROVAL OF CONSENT AGENDA** *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. February 16, 2022 Meeting Minutes
2. 962 Main Street – Woodruff Residence – New Single-Family Home with outdoor pool
3. Minturn Bike Park Pergola
4. Resolution 07 - Series 2022 A Resolution approving a DOLA EIAF grant application

**APPROVAL OF REGULAR AGENDA** *Opportunity for amendment or deletions to the agenda.*

## **DECLARATION OF CONFLICTS OF INTEREST**

**PUBLIC COMMENT** *Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

**SPECIAL PRESENTATIONS** *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

## **COUNCIL COMMENTS & COMMITTEE REPORTS**

**BUSINESS ITEMS** *Items and/or Public Hearings are listed under Business may be old or new and may require review or action by the Council.*

1. Ordinance 04 - Series 2022 an Ordinance considering the Belden Place Final Plan for PUD and Zoning – Hunn/Harris
2. Ordinance 05 – Series 2022 an Ordinance considering the Belden Place Final Plat – Hunn/Harris

## **DISCUSSION / DIRECTION ITEMS**

1. Water Tank Bid Update – Metteer/Gordon

## **STAFF REPORTS**

1. Town Manager Update

## **FUTURE AGENDA ITEMS**

## **EXECUTIVE SESSION**

1. Executive Session pursuant to C.R.S. § CRS 24-6-402(4)(b) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under CRS 24-6-402(4)(e) – Battle Mountain Mediation – Metteer/Sawyer

## **DISCUSSION / DIRECTION ITEMS**

1. Council Direction on enforcement of the agreements on Battle Mountain – Metteer/Sawyer

## **ADJOURN**

## **INFORMATIONAL ONLY ITEMS**

Council Meetings:

- March 2, 2022



- March 16, 2022
- April 6, 2022
- April 20, 2022



**Wednesday February 16, 2022**  
**Executive Session – 4:30PM**  
**Regular Session – 5:30PM**

**OFFICIAL MINUTES**

**Town Council Meeting**  
**Minturn Town Hall / Council Chambers**  
**302 Pine St Minturn, CO**

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate. This agenda and meetings can be viewed at [www.minturn.org](http://www.minturn.org).

**MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION**

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Zoom Call-In Information: **1 651 372 8299 or 1 301 715 8592 Webinar ID: 832 3287 6078**

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**PUBLIC COMMENTS:** If you are unable to attend, public comments regarding any items on the agenda can be submitted to Jay Brunvand, Town Clerk, prior to the meeting and will be included as part of the record.

**CALL TO ORDER**

**The Minturn Town Council will open the Regular Meeting at 4:30 for the purpose of convening into Executive Session. The Regular Meeting will convene in public at approximately 5:30 pm.**

The meeting was called to order by Mayor Earle Bidez at 4:30pm.

**ROLL CALL & PLEDGE OF ALLEGIANCE**

Those present include: Mayor Earle Bidez, Mayor Pro Tem Terry Armistead, and Town Council members George Brodin (via Zoom), Lynn Feiger (via Zoom), Eric Gotthelf, Gusty Kanakis, and Tom Sullivan (via zoom).

Staff present: Town Manager Michelle Metteer, Town Attorney Michael Sawyer (via zoom) and Cristy Radabaugh (via Zoom) and Town Treasurer/Town Clerk Jay Brunvand.

### **EXECUTIVE SESSION**

1. Executive Session pursuant to C.R.S. § CRS 24-6-402(4)(b) for the purpose of consulting with our attorney – Minturn Historical Preservation and water taps/sfe – Metteer/Sawyer

Motion by Gusty K., second by Eric G., to convene in Executive Session pursuant to C.R.S. § CRS 24-6-402(4)(b) for the purpose of consulting with our attorney – Minturn Historical Preservation and water taps/sfe as presented. Motion passed 7-0.

The Council convened in Regular session at 6:05pm.

**APPROVAL OF CONSENT AGENDA** *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. February 2, 2022 Meeting Minutes
2. Rocky Mountain Tacos LLC annual renewal of a Beer and Wine Liquor license; 291 Main St; Chris McGinnis, Owner/President – Brunvand

Motion by Terry A., second by Gusty K., to approve the Consent Agenda of February 16, 2022 as presented. Motion passed 7-0.

**APPROVAL OF REGULAR AGENDA** *Opportunity for amendment or deletions to the agenda.*

Motion by Eric G., second by Gusty K., to approve the Agenda of February 16, 2022 as presented. Motion passed 7-0.

### **DECLARATION OF CONFLICTS OF INTEREST**

**PUBLIC COMMENT** *Citizens are invited to comment on any item on the Consent Agenda, or not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

**SPECIAL PRESENTATIONS** *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

### **COUNCIL COMMENTS & COMMITTEE REPORTS**

Eric G. attended a climate action collaborative they discussed future topics.

Tom S. attended a transit meeting and updated.

**BUSINESS ITEMS** *Items and/or Public Hearings are listed under Business may be old or new and may require review or action by the Council.*

1. Resolution 05 – Series 2022 a Resolution instructing the Minturn Town Clerk to cancel the April 5, 2022 Town of Minturn Municipal Election and declaring the candidates for the office of Mayor and Councilmember elected – Brunvand

Jay B. detailed that because we have an equal number of candidates to fill all the seats and that there was no ballot question state election law and our municipal code allow for the cancellation of the election. This Resolution will cancel the election and declare those candidates elected.

Motion by Gusty K., second by Terry A., to approve Resolution 05 – Series 2022 a Resolution instructing the Minturn Town Clerk to cancel the April 5, 2022 Town of Minturn Municipal Election and declaring the candidates for the office of Mayor and Councilmember elected as presented. Motion passed 7-0.

2. Resolution 06 - Series 2022 a Resolution terminating the emergency declaration – Metteer

Michelle M. noted the Town had passed Resolution 02 – Series 2022 declaring a local disaster emergency following the same declaration from Eagle County. Now that the uptick in reported COVID-19 cases has eased the County terminated their declaration for unincorporated areas of the County, staff is recommending Minturn terminate our declared emergency as well.

Motion by Terry A., second by George B., to approve Resolution 06 – Series 2022 a Resolution repealing Minturn Resolution 02 – Series 2022 as presented. Motion passed 7-0.

3. Motion to renew a moratorium on the allocation of water taps for new build construction projects requiring more than three single family equivalent units – Sawyer

In May of 2020, the Town Council enacted a moratorium on the issuance of new water taps/SFE's due to limitations on the Town's legal water rights and physical water treatment/delivery system. The moratorium ordinance (attached) limits the Town to issue no more than three (3) Single Family Equivalents (SFEs) for new water use on a property or collection of properties owned by the same or related owners. The moratorium ordinance also allocated 70 SFEs of remaining water service for potential use in the Minturn North development. This allocation was made because the Minturn North developer had submitted a land use application *prior to* the enactment of the moratorium.

The moratorium ordinance contemplates that every 12 months it will be renewed “by a majority vote” of the Council. The moratorium remains necessary given continuing limitations on Minturn's ability to reliably provide water service. These limits stem from:

1. A single source of water for the potable water system given that drought year low flows in Cross Creek may constrain raw water supply into the treatment plant.

2. A lack of augmentation supplies along Cross Creek which may be needed if the water right limitations on Minturn's senior water rights for monthly consumptive use and/or annual consumptive use from the wells are exceeded.
3. Limitations on the treatment plant to process adequate water to meet additional physical needs.
4. Limitations on storage capacity to support additional water service.

As Council is aware, the Town is actively working to address each of the limiting factors. The Town is in the process of obtaining bids to build a new water storage tank. The Town is pursuing legal water rights and a physical diversion structure for supplemental water from the Eagle River. The Town is also actively addressing system loss through leak detection and improved meter data with the goal of reducing the losses to consistently below 20%.

Staff strongly recommends that Council vote to renew the moratorium to allow additional time for the water limitations to be addressed. Simply put, the Town does not have additional water supplies that it can make available without risking potential water usage curtailment in times of shortage.

In the short term, there are two things that the Town can do to "free up" some additional water supply for new users. First, the Town has aggressively worked to reduce "system losses" resulting from leaks in the Town's distribution pipes and is working to improve data quality regarding customer deliveries. Reducing system loss helps the Town stretch its water supplies in winter months when physical supplies in Cross Creek may be the limiting factor and reduces stress on the water treatment plant during high-use months or high-turbidity months when the plant is strained to meet demand. Second, the Town may adopt outdoor watering restrictions, changes to the landscape requirements in the zoning code, or other changes resulting in lower water use. By restricting outdoor water usage particularly in the late summer months, the Town can effectively serve more SFEs and remain in compliance with the consumptive use limitations in the Town's water right decrees. Implementing such restrictions and understanding the degree to which that would allow more SFEs to be served, requires additional study and formal consideration by the Council.

Staff has been asked whether a modification is needed to the ordinance at this time. Staff believes that the moratorium does not need current modifications, but that Council can consider in its vote whether to provide Minturn North with notice that the set aside of the 70 SFEs will only be honored for an additional 1-year period, unless a final development approval is obtained for the Minturn North property.

Earle B. noted the town is in the process of building a new water system. Until that is completed the town will need to monitor its water use and create a base need to ensure we have sufficient supply for the demand. Gusto K. noted we are also working on a secondary water source aside from Cross Creek which when completed will create "new" water for the system.

Public Comment Opened  
No public comment

Public Comment Closed

Motion by Gusty K., second by Terry A., to extend the water moratorium as approved in Ordinance 05-2020 as presented. Motion passed 7-0.

4. Final Subdivision PUD Plan, Plat, SIA – Belden Place – Hunn/Harris
  - a. Final PUD Plan via Ordinance continued to 3/2/22
  - b. Final Plat and SIA via Resolution continued to 3/16/22

Staff is requesting Council continue the review of the Belden Place Planned Unit Development (PUD) Final Development Plan for PUD, Final Subdivision Plat, and Subdivision Improvements Agreement (SIA) to the regular meetings of March 2, 2022 and March 16, 2022.

The Town of Minturn Planning Department, Town Engineer, and Town Attorney have been working with the Belden Place PUD Applicant, Miner’s Basecamp, to facilitate and finalize review of the Final Development Plan for PUD (including final construction plans, final PUD documents, Home Owners Association documents) as well as a Final Subdivision Plat document, and Subdivision Improvements Agreement (SIA) document in preparation for a public hearing - originally scheduled for Wednesday, February 16, 2022, to consider an ordinance on first reading to approve the Final PUD Development Plan as well as separate, subsequent hearings to consider resolutions to approve the Final Subdivision Plat and SIA documents.

At this time, staff does not believe that the above referenced documents or their corresponding ordinance and resolutions are ready for review. Therefore, staff is recommending that the Town Council continue the publicly noticed hearing(s) to dates certain, as follows:

- Final Development Plan for PUD Ordinance No. (TBD): March 2, 2022
- Final Subdivision Plat Resolution No. (TBD): March 16, 2022
- Subdivision Improvements Agreement Resolution No. (TBD): March 16, 2022

Tom S. discussed the effects current law of passing the future ordinance and resolutions. Michael S. stated these would not affect the conditions of the moratorium, they will have access to the existing taps that have historically been carried on the property. They have 19 historical taps plus 3 allowed under the moratorium of which 1.5 have been used thus far.

Discussion ensued on the ability to develop without the water taps. Michael S. stated the land use approval will not allow for more water than is historical, they cannot obtain more taps. A developer is allowed to “bring” water rights. We have a fee to pay for cash in lieu as water rights are difficult to obtain.

Motion by Gusty K., second by George B., to continue consideration of an Ordinance considering a Final PUD Plan to the March 2, 2022 Council. Motion passed 7-0.

Motion by Terry A., Eric G., to continue consideration of a Resolution considering a Final Plat and SIA to the March 16, 2022 Council meeting. Motion passed 7-0.

## **DISCUSSION / DIRECTION ITEMS**

### 1. Pine Street Repairs and Construction Phasing update – Spanel/IME Engineering

Jeff Spanel, Town Engineer, presented the various aspects and features included in Phase 2 and Phase 3 and how they are similar and different. It was noted the major difference between the two Phases are the amount of personal property encroachments into the Right of Way and how the road narrows between Phase 2 and Phase 3.

It was noted and stressed several times that all discussion is very preliminary and conceptual at this point. It is very important to ensure the public input so as to ensure everyone is allowed to voice their concerns pro and con.

Phase 2 400-500 blk will include and extend (use his nemo)

Jeff S. stated the use of drainage pans, curb/gutter, and sidewalks are included in various areas in order to lessen as much as able the effects on those fronting the street on each side. All improvements will be contained within the ROW not on the private properties.

Comments:

Mr. Mark Sifers and Mr. Tim Lahey confirmed the specific effects of the conceptual plans that might relate to their properties.

It was noted multiple times that at this point things are still very draft and conceptual. If a property owner has a concern for their property, then that could be considered.

### 2. Water Tap Moratorium Request – Belden Place/Allison Perry – Hunn/Harris

It was noted that in May of 2020, the Town Council enacted a moratorium on the issuance of new water taps such that no more than three (3) Single Family Equivalents (SFEs) for new water use on a property or collection of properties owned by the same or related owners would be provided. A property owner receives credit for any historic water service provided to the property. In the case of the Belden Place development, Staff determined that the property would qualify for 19 SFEs of service – including credits for the water service previously provided to the property.

Belden Place is requesting that the Town modify the water moratorium to grant that developer more SFEs of service. Belden Place has not specifically indicated in its request where the additional SFEs of service would come from. As noted in the companion memorandum, the Town does not currently have additional service capacity for Belden Place beyond the 19 SFEs. Alternatively, Belden Place may be asking the Town to take reserved SFEs away from Minturn North. Staff believes that Belden Place has been provided repeated notice of the existence of the moratorium and options that Belden Place could pursue to phase its development to the number of SFEs available to it under the moratorium.

The moratorium ordinance provides that any applicant who seeks land use approvals during the moratorium “assumes such risk” that water service will not be available. Belden Place filed its

land use application after the moratorium was approved. In addition to the moratorium being a public document, the limitations imposed by the moratorium have been raised with Belden Place even since their application was received. Staff worked with Belden Place to identify the number of SFEs of historic service for which a credit would be given. Staff also agreed to provide an additional tap above the 3 allowed in the moratorium ordinance due to this historic existence of the Duran Subdivision lots. At all times, Belden Place has been told that there are insufficient SFEs available for all the lots Belden Place seeks to plat.

In the Town's comments on the preliminary plan application for Belden Place, the Town articulated:

Phasing. The Applicant needs to contemplate its phasing plan, not only as it relates to the sequencing of residential construction, but also to the construction of improvements. The narrative states at various points that this is a single phase project, but being constructed in three phases. We acknowledge that due to the limitation on water taps, phasing of residential construction will be necessary. But, if the Applicant intends to construct all improvements in a single phase, then it must secure all improvements until constructed and accepted by the Town. Developing an infrastructure phasing plan for improvements that tracks residential construction may limit the Applicant's risk and better order the construction of improvements. An additional SIA would be necessary for the second phase of development.

Belden Place decided not to take the Town's advice on phasing its project. Specifically, Belden Place responded to the Town's comment with:

Given that the first lot to be developed- Lot 7 due to the largest need for excavation, it doesn't make sense to phase our utility/improvements. In fact, it would be even more costly to phase them as either we'd have to stockpile materials somewhere, or, we'd buy remaining materials at a different time in an unregulated building material market, thus affecting the prices of the units. We will install the utilities in one phase and stub out connections to each lot so as each is developed, the units can be connected and sold.

Belden Place's rational for not phasing the project is logical, but it does not excuse Belden Place from complying with the moratorium – of which it has been aware at every step of its approval process. The Town specifically recommended a phasing plan that only contemplated the construction of infrastructure for the number of units for which there were available SFEs and admonished Belden Place to “limit the Applicant's risk.” The Applicant, however, assumed the risk (as specifically described in the moratorium ordinance) and moved forward without a phasing plan. The fact that Belden Place now claims that it cannot obtain financing for infrastructure associated with lots for which water taps are not available is exactly the risk that Belden Place chose to take. The proper remedy for Belden Place is to break its infrastructure requirements into two phases so that its lender is not being asked to provide financing for infrastructure unrelated to lots where water service is currently unavailable.

Ms. Jena skinner, Project Representative, spoke on the project and gave a presentation.

Her presentation stated they have grandfathered taps and the allowed development taps for a total of 23 but need a total of 43.5 taps. Her presentation postulated that because of the size of the units



and the density of the project, the water needed is less than projected by the town. She stated the strong need for units of this size and price range.

Terry A. asked of the project scope. Ms. Skinner outlined the number of bedrooms and other aspects of the units proposed.

Ms. Allison Perry, Project Representative, noted there are a number of 2bd units and more that are 3bd units. She noted this project is ready to move forward and in need of the taps for construction this year. They have the funds to pay 100% of the fees but are not allowed the additional taps under the moratorium.

Michael S. stated it is not correct that we base our SFE on sq ft, in truth we base our SFE on kitchens, bathrooms and washing machines. These are the drivers of water use. An SFE allows up to 3000sf it is not based that everything will be built to 3000sf. He stated a 3000sf unit with one kitchen, and one bath, and one washing machine uses the same water as those fixtures included within a 1500sf unit. Michael S. stated this process of calculation has always been the calculation and has been presented to the applicant from day one. It was noted the moratorium was in place prior to the submittal of this application.

Earle B. discussed that we are not able to allocate water that we might not be able to actually supply in the future.

Lynn F. stated there was a confusion with actual amount used vs maximum use of each property, it is never assumed maximum use all the time.

Discussion ensued on other options of obtaining allocated taps to other projects for use in this project.

Michael S. stated again that this was stated from the beginning and there was no misleading. It was always recommended that this project be phased to accommodate what is grandfathered to be built out now.

Michael S. in response to a question, stated when the moratorium was passed there were allocations for what projects were on the table plus what had been agreed to with the school district and other land holders and this still remains the case. The town has moved forward with repairs to the water loss issues which have helped but it is still a concern that we have water available for existing needs before we allow future growth. Terry A. noted Minturn North had 70 taps allocated and this was a project that had been submitted. He noted that we have limitations on our water sources and we bump up against those limitations in low flow periods.

Allison asked if there was an expiration date on the Minturn North allocation; Michael S. stated there is not a time limit, the Council could modify the moratorium if Minturn North is given sufficient notice.

Michael S. asked Council if they want staff to re-review the water calculations to provide information that might allow additional water using units. Council was felt this was not necessary.

George B. stated until we see real progress on curing the water issues including new water sources, a new plant, and the new water tank. He felt to consider a change to allow Belden Place additional potential taps now is not reasonable.

Ms. Perry discussed concepts of hiring our water engineer (Cristy R) to review the numbers on Beldon Place's dime. Michael S. stated we continue to study this. Cristy R. stated we were not seeing eye to eye on the indoor use but did see a difference in the outdoor use. Terry A. felt this needs to be considered along with all needs of the town. It was expressed that we do not have the bandwidth to re-review and re-review.

## **STAFF REPORTS**

### 1. Town Manager Update

#### **Dowd Junction RFQ for Development**

The Town will be seeking requests for qualifications from developers and development teams for interest in opportunities at the current USFS Administrative location at the entryway to Minturn just off I-70. The draft RFQ is currently being reviewed by the USFS prior to publication.

#### **Minturn Water Treatment Plant RFQ**

The Minturn water treatment plant RFQ is going through its final review prior to publication. This RFQ is for determining a qualified engineering firm to assist in the water treatment plant planning. The determination of such an engineering firm is critical to Minturn's execution of the Water Capital Improvements Plan. Given the ongoing rise in material and labor costs, price estimates for a new water treatment plant are expected to be significantly higher than those estimated back in 2019 when the original Water CIP was approved.

#### **Regional Transit Authority – Technical Committee**

The technical committee for the regional transit authority creation continues to meet twice a month. Current efforts are focused on financial modeling for a "fare free transit zone" between Beaver Creek, Avon and Vail. The team is also reaching out to Leadville for discussion pertaining to their inclusion in the formation committee. We expect these efforts to become more public later this spring.

#### **Water Conservation Planning**

Last fall Minturn implemented new irrigation and sprinkler watering rates in hopes that the Town's largest consumptive water users would curtail their water use on a monthly basis. Prior to rate increases the town had requested voluntary limiting outdoor water use with limited success.

When the rate increases were implemented in the fall of 2021, staff identified the need for a Water Conservation Plan which would facilitate the community through understanding the water values of the residents and where water is best prioritized. With the current Historic Preservation efforts, combined with the Downtown 100-Block design process and the Community Plan update, staff plans to begin the Water Conservation planning early summer with the submission of a grant application to help cover facilitation costs. More to come.

### **Downtown Colorado Inc, Challenge Town**

Representatives from Downtown Colorado Inc visited with downtown Minturn business owners and representatives for listening sessions around the vision of the downtown area. Great feedback was received surrounding the need for more customers, allowing development, and embracing the eclectic nature of the buildings downtown (rather than every building being Victorian or stucco, etc.). This will lead nicely into the 100-Block workshop being held via Zoom Tuesday night.

Michelle M. asked the Council to consider Resolution 07 - Series 2022 a Resolution in support of the Colorado Department of Local Affairs EIAF Grant to the Town of Minturn. The intent of this grant application would be to offset the approve this grant application.

Motion by Terry A., second by Gusto K., to approve Resolution 07 - Series 2022 a Resolution in support of the Colorado Department of Local Affairs EIAF Grant to the Town of Minturn as presented. Motion passed 7-0.

Michelle M. read an email from Charles Overy, 500 Pine St. Mr. Overy attended the previous presentation but was not recognized to speak. His email stated:

Hello,

I was on the Town Council Zoom call tonight with my hand raised to comment on the Pine St improvements.

Unfortunately, it seems that no one saw the icon and I was not given a chance to comment.

While I appreciate the general ideas contained in the new plan, particularly the substantial reduction in asphalt and concrete and the preservation of the trees that currently calm traffic, I do have significant concerns particularly about the Phase 3 alignment.

These include:

Where does the water from the drain pan on the North East side of Pine in Phase 3 drain to? I do not see any storm drains on that side so as drawn it appears to funnel any water from the crown of the street for the entire block into the parking lot at 500 Pine.

What happens to the elevation differential when the road edge is pushed north? Are the owners responsible for the cost to regrade ?

There are a lot of "parking spaces" marked on the preliminary plan but many, if not most of these spaces block existing drives. Do we know how many parking spaces we are actually gaining with this project?

I dont understand the large restriction in road width at the South East end of Pine except that there may be a need to avoid the current encroachment at 540 Pine. I thought the intent was to widen the road at this corner.

While the East side of the street is less developed it does seem a little inequitable that the West side residents are not asked to bear any burden of this improvement.

Will the on street parking rules for snow removal remain the same? We have snow storage access in front of the building at 500 pine, that was approved by the town as part

of our remodel, that may be blocked by on street parking. How do we get to our snow storage if private vehicles block access?

The overall design of phase 3 and some other areas, is pretty clumsy and ugly. With all the effort going into a long term vision of Minturn it seems that it might make sense to have a trained designer work with the engineers to make sure this is a long term improvement.

I would request that the plan be put back on the agenda so that these concerns can be addressed in public forum.

Very many thanks

Charles

Earle B. reiterated this project is still in the conceptual stage and asked Mr. Overy's concerns be included in the ongoing project development. Discussion ensued regarding how Pine St narrows as it proceeds south and it is a difficult project.

Michelle M. noted we will begin the long process of developing a water conservation plan. This is a future plan as it addresses outdoor water use.

Discussion ensued that the development of our 100block master plan is in the community input stage. It was noted this is not a done deal or the discussion is over. The community is strongly encouraged to express their needs at this time

- Water Conservation Planning

### **FUTURE AGENDA ITEMS**

Discussion regarding the Eagle County Regional Transit Authority – Potential November 2022 ballot issue.

### **ADJOURN**

Motion by Gusty K., second by Terry A., to adjourn at 8:04pm.

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Earle Bidez, Mayor

ATTEST:

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Jay Brunvand, Town Clerk

Minturn Planning Department  
Minturn Town Center  
302 Pine Street  
Minturn, Colorado 81645



**Minturn Planning Commission**  
Chair – Lynn Teach  
Jeff Armistead  
Elliot Hovey  
Tom Priest  
Christopher Manning  
Jena Skinner

## Design Review Board Hearing

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### Woodruff Residence Final Plan Review for New Home

962 Main Street

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<b>Hearing Date:</b>	February 23, 2022
<b>File Name and Process:</b>	Single-Family Residence Final Plan Review
<b>Owner/Applicant:</b>	Rhonda Woodruff
<b>Representative:</b>	Warner Hopkins, TAB Associates, Inc.
<b>Legal Description:</b>	South Minturn Addition, Lot 47
<b>Address:</b>	962 Main Street
<b>Zoning:</b>	South Town Character Area – Residential Zone District
<b>Staff Member:</b>	Scot Hunn, Planning Director Madison Harris, Planner I
<b>Recommendation:</b>	<b>Approval, with Conditions</b>

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### Staff Report

#### I. Summary of Request:

The Applicant, Rhonda Woodruff, requests Final Plan review of a new, five-bedroom, 6,719 square foot single-family residence located at 962 Main Street in the South Town Residential Zone District. The Applicant's representative, Warner Hopkins of TAB Associates, has been proactive in meeting with Town staff prior to submitting plans for a new home and has provided a relatively complete and thorough set of site, landscaping, and architectural plans.

#### **Proposed Plans**

The plans show a two-story, five-bedroom structure with a basement and outdoor spaces including a swimming pool and patio area located on the south side of the side. The building is shown with a maximum building height - measured to the midpoint of the roof - of 27'-11.25"

above proposed grade, within the maximum allowable 28-foot limit within the South Town Residential Zone District.

Additionally, the massing, forms, and scale of the proposed structure, as well as proposed exterior materials, textures and detailing also appear to achieve the design objectives of Appendix B – *Design Guidelines and Standards*, Minturn Municipal Code.

Parking is adequate, with four off-street spaces provided (three in the garage and one surface space in front of the garage).

According to staff’s analysis of development standards and dimensional limitations in Section III below the project appears to meet the Town’s standards.

Staff believes that the Applicants and their representative have provided a complete, detailed set of plans necessary to complete a thorough final plan review.

As a reminder, the Planning Commission has the option to review the proposal as a “conceptual” plan review if the Commission feels that the plans are *not* sufficient or are in need of revisions and additional review prior to final plan approval; or, the Commission may take action to approve, approve with conditions, or deny the Final Plans.

Staff is **recommending approval**, with conditions.

## **II. Summary of Process and Code Requirements:**

This is a final plan-level of review for a new single-family residential structure on a legally created lot within the Town of Minturn. This is a formal hearing providing the Applicant and staff the opportunity to discuss the proposal with the Planning Commission, acting as the Design Review Board, and to address the DRB’s concerns or feedback regarding suggested revisions to the project.

If the DRB feels that the plans are complete, appropriate, and meet the intent and purposes of the Minturn Municipal Code, Chapter 16, the DRB has the option to take final action to approve or approve with specific conditions and giving the Applicant and staff clear direction on any recommended revisions to the plans.

No variances are required or requested at this time.

### **Design Review Process**

Appendix ‘B’ of the Minturn Municipal Code, Section 16-21-615 - *Design Review Applications*, subsection “d” below outlines the criteria and findings necessary for DRB review and approval of all new, major development proposals:

*(d) Administrative procedure.*

- (1) *Upon receipt of a completed and proper application, the application for Design Review will be scheduled for a public hearing. The hearing will be conducted in accordance with the procedures set forth in this Chapter.*
- (2) *Criteria and findings. Before acting on a Design Review application, the Planning Commission, acting as the Design Review Board (DRB), shall consider the following factors with respect to the proposal:*
  - a. *The proposal's adherence to the Town's zoning regulations.*
  - b. *The proposal's adherence to the applicable goals and objectives of the Community Plan.*
  - c. *The proposal's adherence to the Design Standards.*
- (3) *Necessary findings. The Design Review Board shall make the following findings before approving a Design Review application:*
  - a. *That the proposal is in conformance with the Town zoning regulations.*
  - b. *That the proposal helps achieve the goals and objectives of the Community Plan.*
  - c. *That the proposal complies with the Design Standards.*

Staff suggests that the final plans for 962 Main Street meet or can be revised to meet the required findings ‘a,’ ‘b,’ and ‘c’ or subparagraph 3 – *Necessary findings* - with proposed conditions of approval.

### **III. Zoning Analysis:**

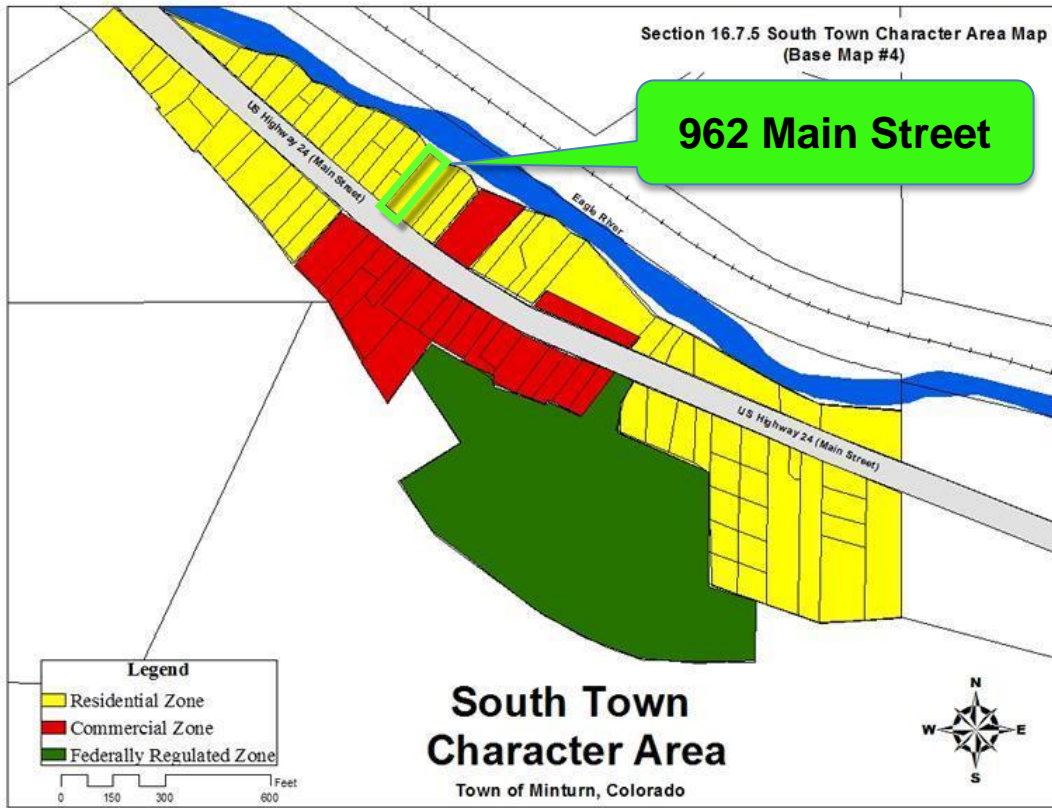
#### **Zoning**

The subject property is located within the “South Town Character Area” Residential Zone District, described as follows:

- (a) *The neighborhood is bisected by Highway 24 and is **characterized by single-family residences and accessory buildings. The residences are typically one (1) and two (2) stories**, with outbuildings on larger lots than found in Old Town. Low-density residential and public recreational and open space use along the Eagle River is encouraged. Higher density residential development can be accommodated on the south side of Main Street if it remains in character and all impacts are adequately addressed.*
- (b) ***The purpose of this area is to provide for continued residential use that benefits from proximity along the Eagle River.** New development and redevelopment should preserve the unique character and scale of the neighborhood. An objective is to retain the residential areas as quiet and safe neighborhoods while allowing for compatible and appropriate nearby commercial. This area can accommodate reasonable growth where land and services are available.*

- Town of Minturn Town Code Section 16-7-20

Figure 1: South Town Character Area Zoning Map



**Dimensional Limitations and Development Standards**

The following table summarizes the lot, development and dimensional standards and limitations applicable to the subject property pursuant to Sections 16-2-40. - *General lot requirements and dimensional standards* and 16-16-20 – *Parking Required for Residential and Lodging Uses*.

Regulation	Allowed/Required	Proposed/Existing
Minimum Lot Area:	5,000 sq. ft.	10,423.91 sq. ft. (.2393 ac.)
Maximum Building Height:	28 feet	27 feet 11.25 inches
Minimum Front Setback:	20 feet	20+ feet
Minimum Side Setback:	5 feet	5 feet
Minimum Rear Setback:	10 feet	10+ feet



Maximum Lot Coverage:	45% (4,690.76 sq. ft.)	3,367.4 sq. ft. (32.30%) Proposed
Maximum Impervious Coverage:	55% (5,733.15 sq. ft.)	4,519.6 sq. ft. (43.36%) Proposed
Minimum Snow Storage Area:	5% of Driveway (1,255.66 sq. ft. x .05 = 62.78 sq. ft.)	135 sq. ft.
Parking:	4 spaces	4 spaces

**Note:** the above calculations are based on the following:

**Lot 47 = .2393 acres x 43,560 sq. ft./acre = 10,423.91 sq. ft.**  
**1,255.66 sq. ft. parking area x .05% = 62.78 sq. ft. (Required Snow Storage)**

#### **IV. Applicable Standards and Design Guideline Criteria:**

##### **Design**

In addition to the development standards listed above, the following general design principles are provided for reference.

##### **Final Site, Grading and Drainage Design**

The design guidelines encourage designs that integrate or account for snow storage and snow shed from roof structures, along with ensuring that the orientation of buildings – to street frontages and neighboring properties – is considered.

The proposed design maintains the structure and roof forms within required setbacks. Two elements of roof overhang are proposed along the side yard setbacks. Generally, setbacks are maintained thus allowing for full use of side yard areas for snow shed and drainage. The site plan, grading and drainage details are present to generally demonstrate that proper (positive) grading and drainage will be directed in swales away from the structure; that drainage is handled on the subject property. As plans are further revised prior to construction, staff recommends that the Town Engineer review all final construction documents to ensure that grading, drainage and retainage (retaining walls) are properly designed and meet the Town’s standards.

##### **Mass and Form**

The following excerpt from the Design Guidelines is applicable to the proposed home design:

*“c. Massing and Scale*

*“A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures. Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.*

*“Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.”*

*-Town of Minturn Design Guidelines*

**Staff Response:**

Staff believes that the design and scale of the proposed structure generally incorporates simple, central gable and shed roof forms that are compatible and complementary to adjacent single-family residential structures on nearby parcels. Staff further suggests that the scale of the project is appropriate and will not overpower surrounding natural and built environments. Proposed roof forms and pitches, materials and textures are compatible and complementary to the surrounding built and natural environments.

**V. Issues and Areas of Non-Conformance:**

**Driveway Grade**

Existing conditions at 962 Main Street include a single-family home with a driveway running along the south property line; current estimated grade of the driveway is 10%. The proposed driveway plans are estimated at 12% grade.

Section 1.03 - *Driveways*, of the Town’s Engineering Standards (Appendix ‘C’ of the Minturn Municipal Code) states the following:

- A. Access by Emergency Vehicles: All dwellings and other structures shall be accessible by emergency vehicles. A maximum grade of eight (8) percent and a minimum centerline radius of forty-five (45) feet are recommended for driveways on north-facing slopes. **On south-facing slopes, a maximum grade of ten (10) percent and a minimum centerline radius of forty-five (45) feet is recommended.** Curves should be widened generously in both circumstances.

Staff views the existing and proposed driveway as “south-facing” even though the grade (which transitions from Hwy. 24 downward into the site) is oriented to the north, away from Hwy. 24. The driveway receives ample sun exposure and the new driveway, while slightly higher grade/slope, is proposed to be heated. The neighboring property to the south has a concrete driveway of a similar grade that is also heated.

Staff notes that the Town’s Engineering standards recommend maximum percentages, but do not require them. As such, no variance is required for exceeding a recommended driveway grade.

The Applicant should also be advised that the grade where the driveway meets the Hwy. 24 road edge (intersection) must not exceed 4%.

The plans show an area where cars exiting the garage will be able to turn around; this detail is helpful (showing the dimensions of a car parked in this turn around area) and staff recommends that the Applicant update the site plan to show turning radii of cars exiting the garage and the driveway.

Note: The Town's Engineering regulations *do not* require new developments to be designed in a manner that requires vehicles to exit properties in a forward motion (rather than backing out into public streets), and the existing conditions indicate that vehicles most likely already back out of the driveway onto Hwy. 24.

### **Improvements within the Road Right-of-Way**

The site plan shows a portion of a new boulder retaining wall along the new driveway that encroaches into the CDOT right-of-way; the Applicant may need to obtain approval from CDOT for this improvement.

### **Site Improvements in Proximity to Property Line**

The Site Plan shows most proposed improvements occurring within the building setbacks with the exception of at grade improvements such as grading, drainage and retainage which (typically) occur around a structure. In this case, the Site Plan (Sheet A1.1) shows a proposed "concrete retaining wall" along the south property line. Final details for this proposed wall have not been developed by the project team and staff suggests that all improvements must be maintained on the subject property.

Staff recommends a condition of approval that requires the Applicant to provide final, detailed designs for all site work - specifically any retaining walls (engineered if over 4' in height), drainage or other facilities - and requiring that all improvements are maintained on the subject property unless otherwise approved in writing (executed encroachment agreements) by those adjacent property owners affected. Additionally, the Applicant is encouraged to ensure that all site survey work is accurate, per Town Engineer's comments (IME letter dated Feb. 15, 2022).

### **Exterior Light Fixtures**

The plans do not show exterior light locations. Prior to building permit approval, a plan will need to be submitted showing locations of the full cutoff light fixtures. A final spec sheet for those fixtures should be submitted for review prior to or concurrent with the building permit application.

Staff referred this final plan to the Town Engineer (Intermountain Engineering) for comments. The Town Engineer's comments are provided as an attachment to this staff report.

## **VI. Staff Recommendation and Suggested Conditions:**

Staff suggests that the Final Plans for Woodruff Residence, 962 Main Street, as conditioned below, generally **comply** with or exceed the applicable provisions and/or minimum standards of

Chapter 16 and the Town of Minturn Design Standards (Appendix 'B') of the Minturn Town Code.

Staff is **recommending approval** of the plans, with the following recommended condition(s):

1. The Applicant shall work with the Town to address Inter-Mountain Engineering's comments dated February 15, 2022, prior to any application for development permits.
2. The Applicant shall obtain any and all necessary permitting or approvals from CDOT for any permanent improvements within the Hwy. 24 road right-of-way.
3. The Applicant shall provide final designs for proposed concrete retaining walls shown along the south property line demonstrating that wall construction will not impact adjacent property; and/or, provide executed encroachment agreements with adjacent property owners specific to any retaining wall, other improvements, or disturbance on adjacent properties.
4. The Applicant shall provide final cut sheets/specifications for proposed exterior light fixtures prior to or concurrent with building permit application to ensure compliance with the Town's lighting standards.



February 15, 2022

Ms. Madison Harris  
Town of Minturn  
PO Box 309  
Minturn CO 81645  
Via email: [planner1@minturn.org](mailto:planner1@minturn.org)

RE: Woodruff Residence; 962 Main Street  
DRB Plan Review  
Project No. 220010

Dear Madison:

We reviewed the Woodruff Residence DRB plan submittal dated January 25, 2022, and offer the following comments:

**Survey:**

1. A Topographic Map was submitted with the application. The map notes the boundary dimensions are based on the Annexation Plat for South Minturn. Page 2 of the Annexation Plat carries the following note:

**SURVEYOR'S NOTE :**  
INTERIOR PROPERTY LINES AS SHOWN ON THIS PLAT INDICATE  
PROPERTY AS OCCUPIED AND NOT NECESSARILY AS DESCRIBED BY  
DEED. THIS MAP SHOULD NOT BE USED TO DRAFT A DESCRIPTION  
OF PROPERTY AS OCCUPIED WITHOUT FIRST FIELD CHECKING THE  
INFORMATION PRESENTED HEREON.

2. The map locates the top of bank & edge of river; it should denote the 100-year flood plain and annual high-water mark.
3. The deed for the property is based on a metes and bounds description, not the Annexation Plat. The proposed improvements extend to the property boundaries – an accurate survey is essential to the success of this project and a Boundary Survey & Title report should be required with the construction plans.

**Site Plan:**

1. The proposed 16% driveway is very steep, particularly when the drive intersects with Highway 24. Heating the driveway will help, however we would recommend limiting the slope to 12%. This could be accomplished by raising the elevation of the garage floor or moving the house further from the road. As a point of reference, Vail & Aspen limit driveways to 12% and Steamboat Springs to 10%.
2. Spot elevations should be depicted at the top and bottom of the retaining walls. Any retaining wall over 4.0' height (measured from the top of wall to bottom of footer) shall be prepared by a qualified design professional registered in the State of Colorado.
3. The retaining wall along the driveway extends into the highway right of way, CDOT approval should be required.

**VAIL VALLEY OFFICE**

30 Benchmark Road, Suite 216 | PO Box 978 | Avon, CO 81620

**DENVER OFFICE**

9618 Brook Hill Lane | Lone Tree, CO 80124

**970.949.5072 | [info@inter-mtn.net](mailto:info@inter-mtn.net)**

February 15, 2022  
Ms. Madison Harris  
Town of Minturn  
RE: Woodruff Residence  
DRB Plan Review  
Project No. 220010

4. A concrete retaining wall is shown along the southeast property line. The wall either needs to be designed such that footings do not extend across the property line or a permanent easement from the neighbor is required. The excavation for this wall will cross the property line and a temporary construction easement is required, regardless of the footing encroachment.
5. Only limited grading & drainage information is provided on the DRB submittal. The driveway appears to drain towards the garage – this will need to be mitigated on the construction plans.
6. Please provide detailed spot elevations and slopes on the construction plans to ensure the site grading can be constructed properly.
7. Existing & proposed utility service connections are not shown on the current plans. Designs and locations shall be provided with construction plans.

While these initial plans appear suitable for DRB plan review, detailed construction ready plans need to be provided for permit. Please feel free to contact me with any questions.

Sincerely,  
Inter-Mountain Engineering



Jeffery M. Spanel

CC: Michelle Metteer; Michael Sawyer, Scot Hunn

**VAIL VALLEY OFFICE**

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**DENVER OFFICE**

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## TAB Associates, Inc.

### *The Architectural Balance*

0056 Edwards Village Boulevard  
Suite 210, Edwards, Colorado 81632  
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www.tabassociates.com tab@vail.net



# Letter of Intent

---

Project: Woodruff Residence 962 Main Street

Project No: **2107**

Date: January 25, 2022

The existing home was built around 1985 and no longer meets the needs of the Owner. They love the location and the Town so instead of relocating they want to rebuild.

The existing building is starting to deteriorate and would require substantial renovation.

The new single family house home accommodates the family while being much more energy efficient. The design is in the more modern style which the family appreciates and the home will be quite a bit larger allowing for family growth. The cars will be housed in the garage instead of surface parking and the family dreams of having a pool.

All existing easements/setbacks will remain in place.

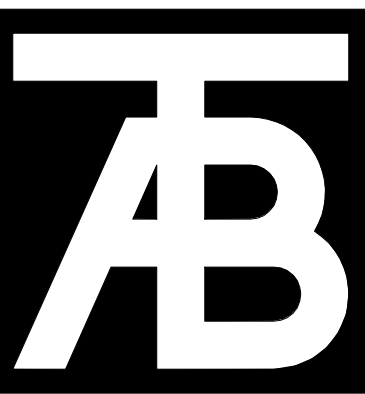
The driveway is a item for discussion as the family would appreciate a variance to allow them to maintain the existing driveways steep slope (16%) instead of having to regrade the entire drive and add steps between the garage and the residence. The driveway is scheduled to be snowmelted which will help with the steep slope. Regardless they have been in this residence for quite a few years and have not had issues with getting off the property due to the steepness of the slope. With the new design it allows them to turnaround on property instead of having to back out onto the road.



# Woodruff Residence

## 962 Main St

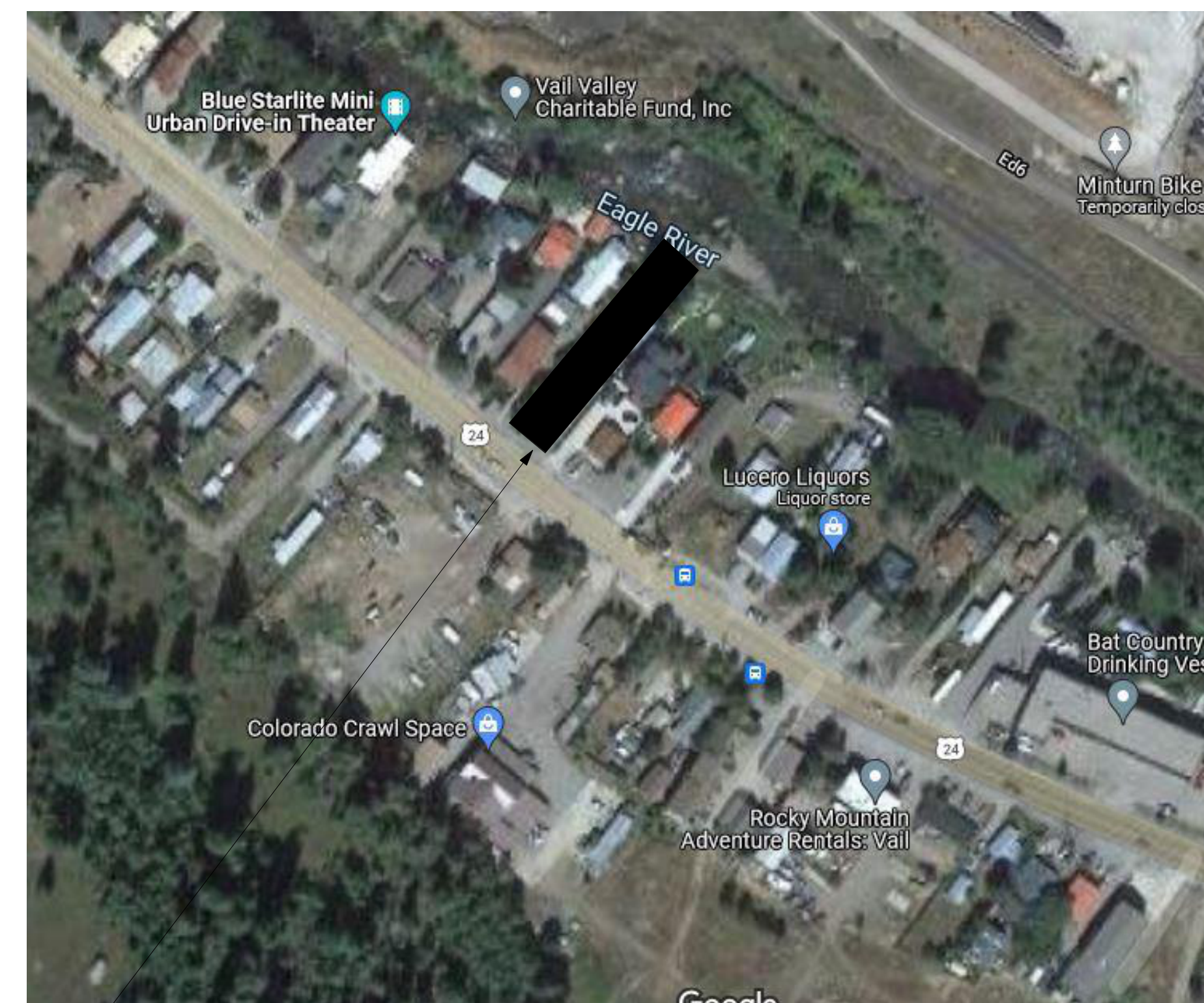
### Minturn, CO 81645



**TAB Associates**  
 The Architectural Balance  
 0050 Edwards Village Blvd.  
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 fax: (970) 766-4471  
 email: tab@tab.net  
 www.tabassociates.com  
 Civil Engineer  
 Structural Engineer  
 Mechanical Engineer  
 Electrical Engineer

Seal

**962 Main Street**  
**Minturn, CO 81645**  
 South Minturn, CO



VICINITY MAP  
SITE LOCATION

## Schematic Design

### 1/26/22

**Zoning Requirements**  
 Zone District - South Town Residential  
 Lot Size - 0.2393 Acres (10423.9 S.F.)  
 Lot Frontage - 48'-2"  
 Setbacks (Front - 20')  
 Building Height - 28' Max  
 Living Floor Area - 5,594.2 SF  
 Gross Floor Area - 6,735.6 SF  
 Proposed Site Coverage by all Primary and Accessory  
 Site Area - 9,550 SF  
 Impervious Coverage - 4,769.6 SF (Max 50% - 4,775)  
 Structures - 3,367.6 SF (Max 40% - 3,820)  
 Parking Spaces 6 spots (3 Enclosed, 3 surface)

Revisions:		
No	Description	Date

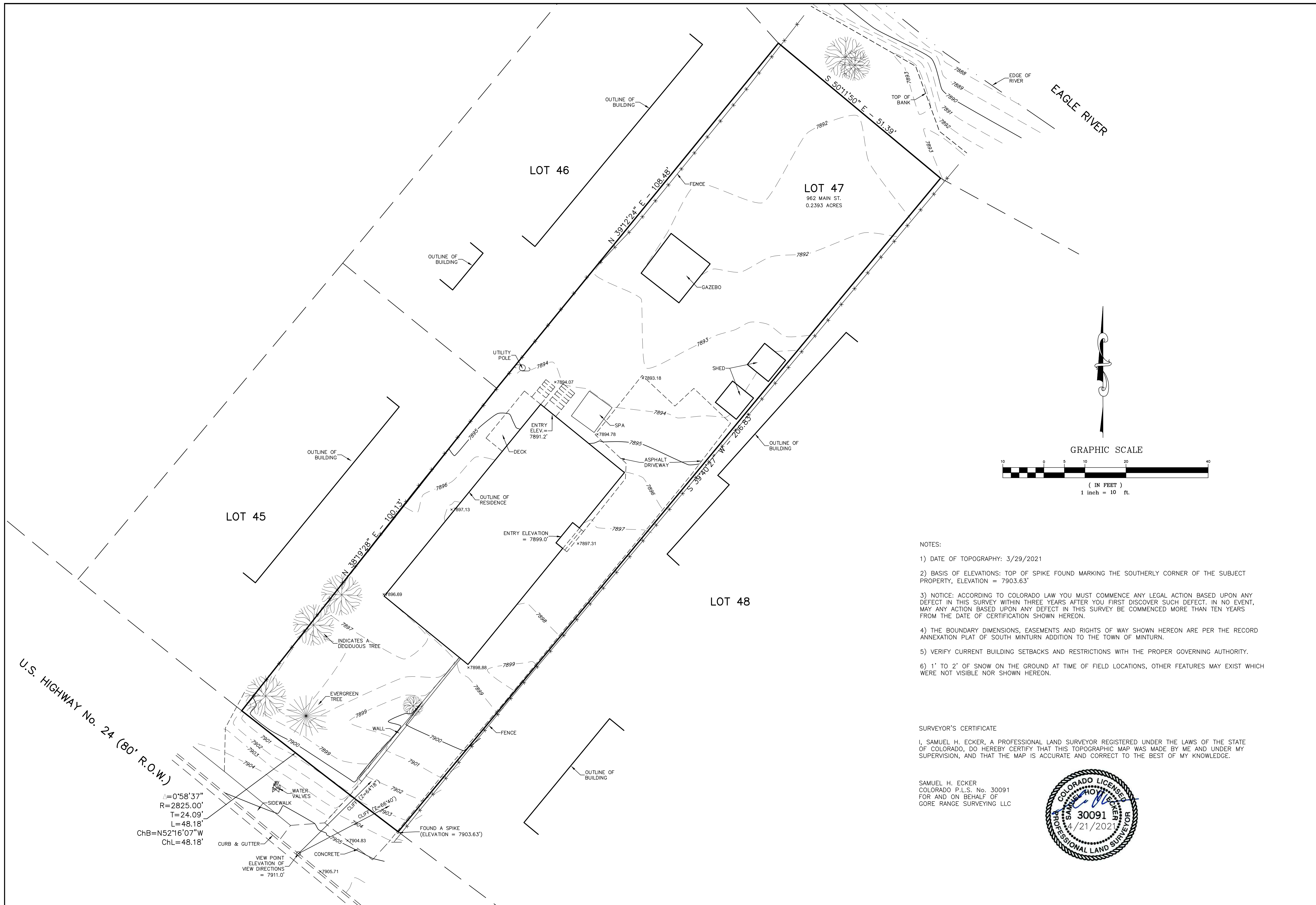
**Issue Dates:**  
 SD - 01/26/22

**Sheet Title:**  
**Cover**

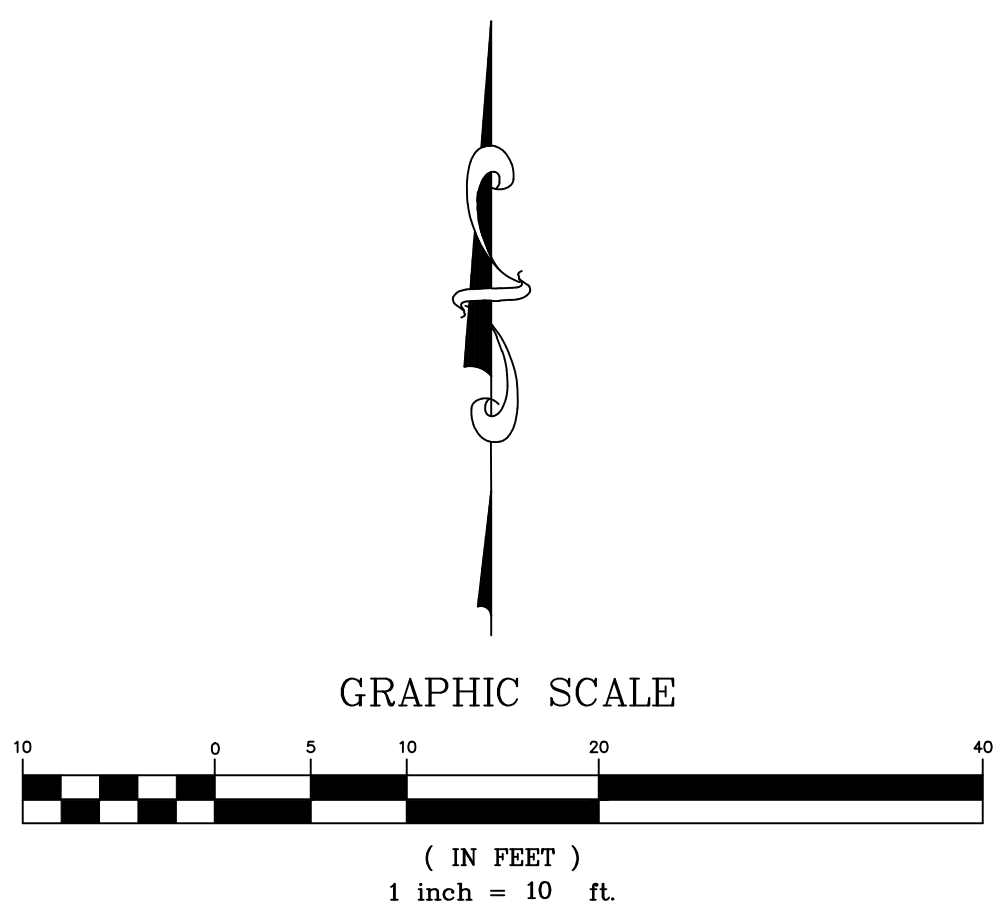
**Project No:**  
 2120

**Sheet No:**  
**A0.0**





TOPOGRAPHIC MAP  
 LOT 47, SOUTH MINTURN ADDITION TO THE  
 TOWN OF MINTURN  
 EAGLE COUNTY, COLORADO



- NOTES:
- 1) DATE OF TOPOGRAPHY: 3/29/2021
  - 2) BASIS OF ELEVATIONS: TOP OF SPIKE FOUND MARKING THE SOUTHERLY CORNER OF THE SUBJECT PROPERTY, ELEVATION = 7903.63'
  - 3) 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.
  - 4) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD ANNEXATION PLAT OF SOUTH MINTURN ADDITION TO THE TOWN OF MINTURN.
  - 5) VERIFY CURRENT BUILDING SETBACKS AND RESTRICTIONS WITH THE PROPER GOVERNING AUTHORITY.
  - 6) 1' TO 2' OF SNOW ON THE GROUND AT TIME OF FIELD LOCATIONS, OTHER FEATURES MAY EXIST WHICH WERE NOT VISIBLE NOR SHOWN HEREON.

SURVEYOR'S CERTIFICATE  
 I, SAMUEL H. ECKER, A PROFESSIONAL LAND SURVEYOR REGISTERED UNDER THE LAWS OF THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC MAP WAS MADE BY ME AND UNDER MY SUPERVISION, AND THAT THE MAP IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

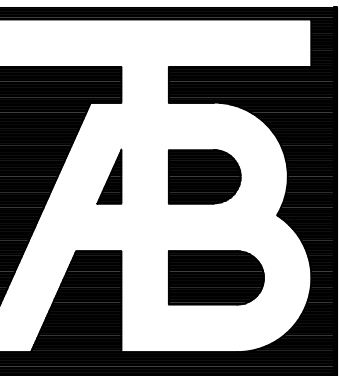
SAMUEL H. ECKER  
 COLORADO P.L.S. No. 30091  
 FOR AND ON BEHALF OF  
 GORE RANGE SURVEYING LLC



$\Delta = 0^{\circ}58'37''$   
 $R = 2825.00'$   
 $T = 24.09'$   
 $L = 48.18'$   
 $ChB = N52^{\circ}16'07''W$   
 $ChL = 48.18'$

U.S. HIGHWAY No. 24 (80' R.O.W.)

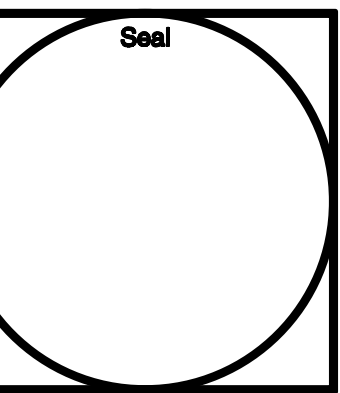
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JOB NO.:	21-1330	SHEET	1 OF 1



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Structural Engineer:  
Mechanical Engineer:  
Electrical Engineer:



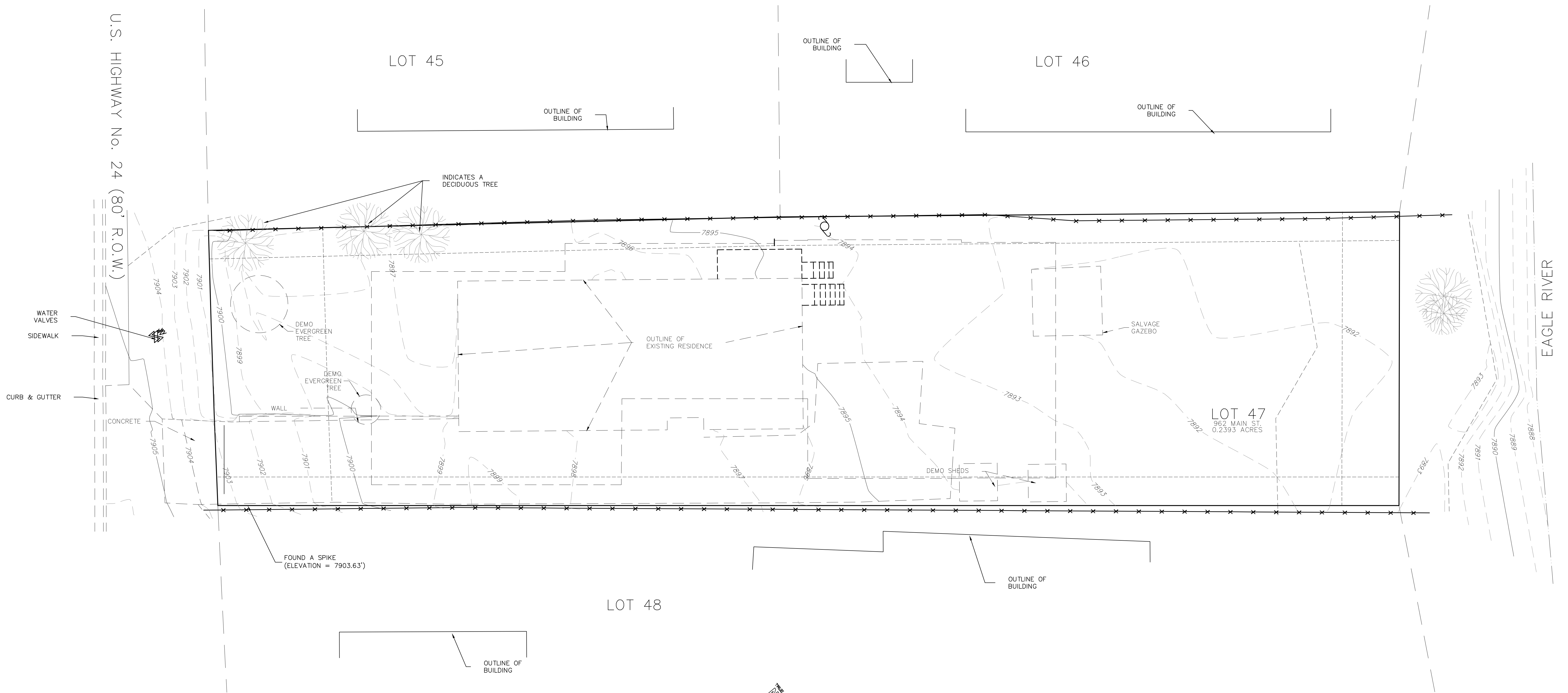
**Woodruff Residence**  
**Lot 47, South Minturn**  
Eagle County, CO

Revisions:

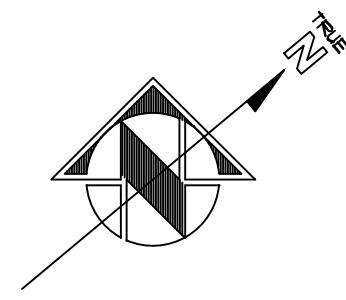
Issue Date:  
**DRS Submittal - 1/26/22**

Sheet Title:  
**Demo Site Plan**

Project No:  
**2120**  
Sheet No:  
**A1.0**



**SITE PLAN**  
SCALE: 1/8"=1'-0"



**Legend and Abbreviations**

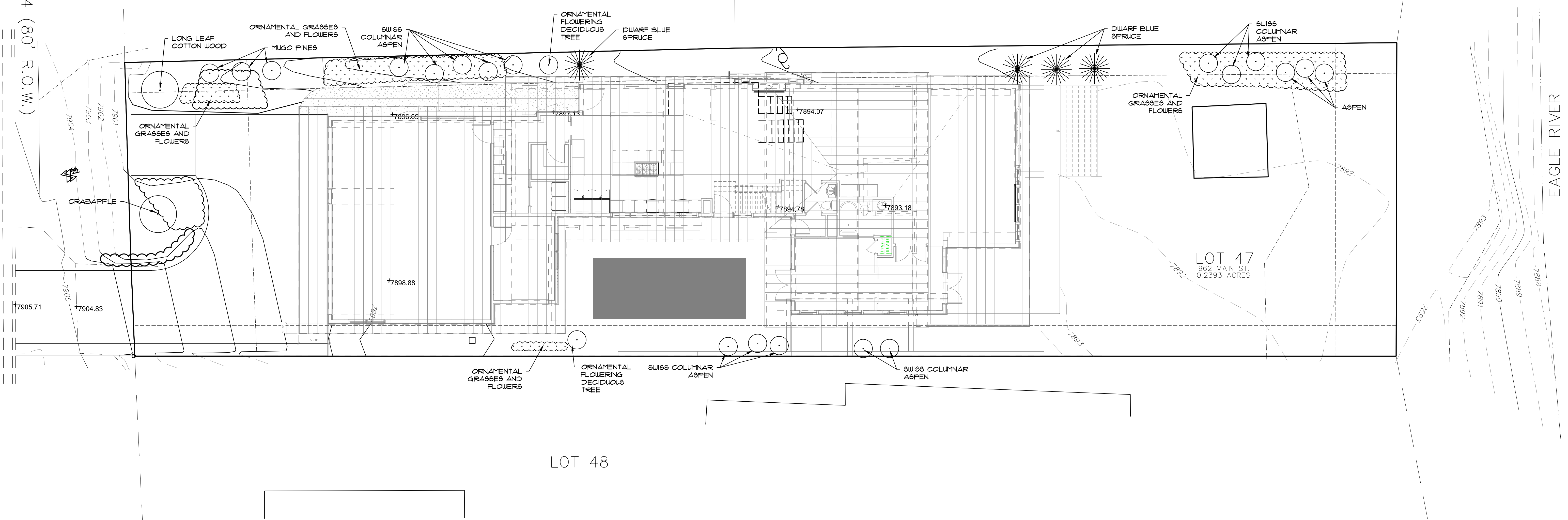
BC	bottom of curb elev.	---	exist. gas line
BS	bottom of step elev.	---	exist. storm sewer line
BW	bottom of wall elev.	---	exist. sanitary sewer line
CJ	control joint (saw cut)	---	exist. electric line
CMU	concrete masonry unit	---	exist. waterline
CONT	continuous	---	exist. phone/tv.
CP	spillover coping elev.	⊕	exist. sanitary manhole
DI	drain inlet	⊕	exist. fire hydrant
DIA	diameter	—	align surfaces
DRUG	drawings	+/-	plus or minus dimension
EJ	expansion joint	⊕	detail callout
ELEV	elevation	8'-6"	dimension
EQ	equal	∠	angle notation
FFE	finish floor elev.	G	prop. gas line
FG	finish grade elev.	SS	prop. storm sewer line
FL	Flow line of swale	SAN	prop. sanitary sewer line
FS	Finish surface elev. (pvmt)	E	prop. electric line
HP	high point elev.	W	prop. waterline
HT	height	P/TV	prop. phone/cable tv.
LP	low point elev.	⊕	prop. boulder wall
MAX	maximum	⊕	Exist. trees to remain
MIN	minimum	⊕	Trees to be removed
O.C.	on center	⊕	Existing tree relocated
P.A.	planting area		
PVMT	pavement		
R/RAD	radius notation		
RIM	inlet manhole rim elev.		
TC	top of curb elev.		
TS	top of step elev.		
TW	top of wall elev.		
TYP	typical		
WWF	welded wire fabric		
WS	spillover water surface		
2%	direction of slope		
→	direction of swale		
T146	exist. contour		
T146	prop. contour		
FS T146	proposed spot elev.		
(FS T146)	exist. spot elev.		
---	property line		
---	construction limit line		
---	centerline		
---	building envelope		
---	assessment		



U.S. HIGHWAY No. 24 (80' R.O.W.)

LOT 45

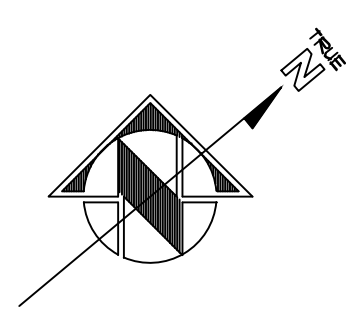
LOT 46



EAGLE RIVER

LOT 48

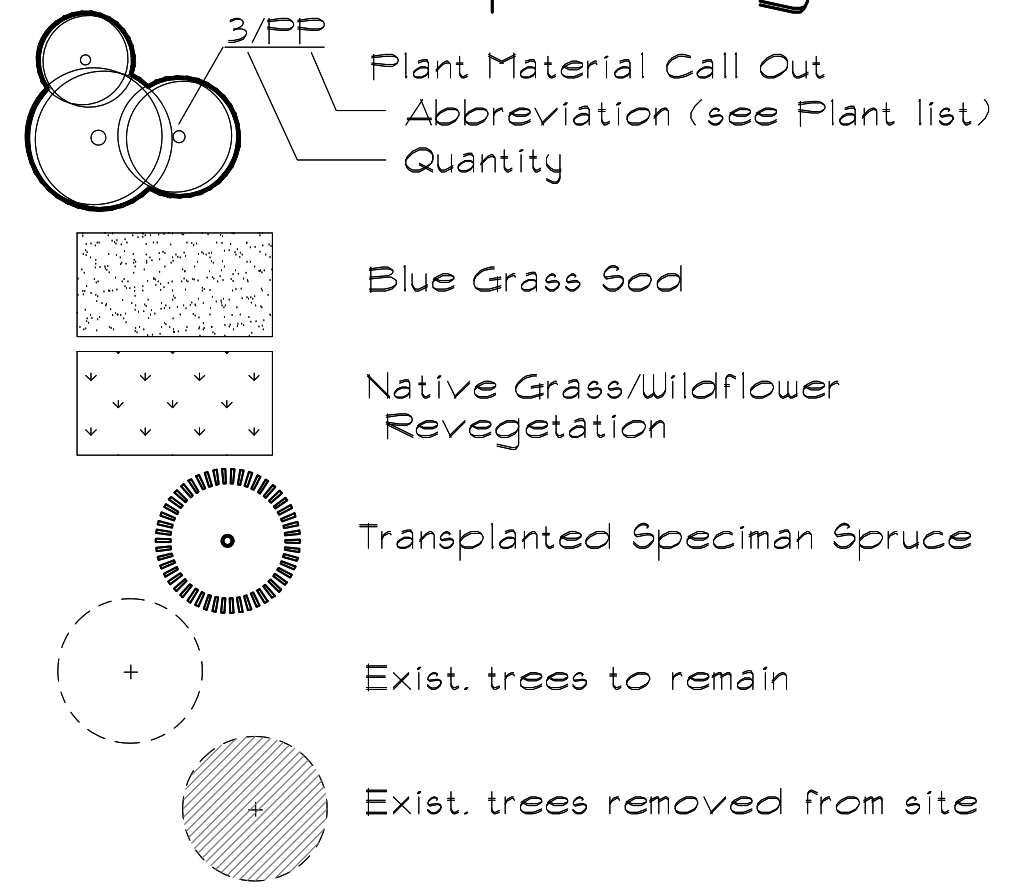
**SITE PLAN**  
SCALE: 1/8"=1'-0"



## Planting Notes

- Landscape Contractor shall be responsible for becoming aware of all underground utilities, pipes and structures. The Landscape Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines prior to any excavation. Landscape Contractor shall take sole responsibility for any cost incurred due to damage of said utilities.
- Do not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Landscape Architect. The Landscape Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- Landscape Contractor shall be responsible for any coordination with the General Contractor and other subcontractors as required to accomplish planting operations.
- Landscape Contractor to receive site graded to +/-0.1 foot of finished grade. Landscape Contractor to inspect grades and issue a letter of site acceptance prior to starting landscape installation.
- The Landscape Contractor shall be responsible for returning the site to original finished grade once the landscape installation is complete. No low spots or ponding of surface water will be accepted in the final work.
- Landscape Contractor shall notify Landscape Architect 48 hours prior to commencement of work to coordinate project inspection schedules.
- Refer to landscape specifications for planting requirements, soil preparation testing, materials and execution.
- See details and landscape specifications for staking method, plant pit dimensions and backfill requirements.
- Plant names are abbreviated on the drawings. See plant legend for symbols, botanical/common names, sizes, estimated quantities and remarks.
- If conflicts arise between actual size of planting areas and areas shown on the plans, Landscape Contractor to contact Landscape Architect for resolution. Failure to make such conflicts known to the Landscape Architect will result in Contractor's liability to relocate the materials.
- It is the Landscape Contractor's responsibility to furnish plant materials free of pests or plant diseases. Pre-selected or "tagged" material must be inspected by the Landscape Contractor and certified pest and disease free. It is the Landscape Contractor's obligation to warranty all plant materials per the specifications.
- Final location and staking of all plant materials shall be at the direction of the Landscape Architect. Landscape Contractor shall not proceed with planting operations until staking is fully approved.
- Coordinate installation of large plant material with installation of pavement and curb and gutter. Any damage to improvements by others is the responsibility of the Landscape Contractor.
- Provide matching sizes and forms for each species of trees installed on grid or spaced equally in rows as shown on drawings. Adjust spacing as necessary, subject to review by the Landscape Architect.
- Provide matching sizes and forms for all plants used for hedges. Space equally on grid, row or triangularly as noted in plant legend remarks or shown on plans. See planting details.
- All shrub and groundcover beds are to be mulched with 2" deep layer of compost mulch, or 3" deep layer of wood chip mulch, see specs.
- All lawn to be separated from adjacent groundcover/shrub beds with steel edger per specifications. Exact placement of header/edger will be reviewed by Landscape Architect prior to final installation. Install per detail.
- Plant count in plant legend is for information only. Landscape Contractor is responsible to verify quantities for all plant materials and sizes shown on plans. In case of any discrepancies, greater quantity takes precedence, whether on plan or in legend.
- Landscape Contractor shall provide per-unit price for all plant materials by type and size, as called out on Planting Plans. Unit price to include materials, installation, and warranty as detailed and specified in the project manual.
- All plant material specified shall be nursery grown.

## Landscape Legend



### Temporary Erosion Control

Strawable siltation berms shall be utilized during the construction and landscaping periods. Berms shall be located according to a Contractor prepared Temporary Erosion Control Plan and shall be installed prior to excavation.

Water dissipators shall be installed at intervals in drainage swales not to exceed 25' according to the Temp. Erosion Control Plan.

The Contractor shall be responsible for preventing the release of sediment laden water from the construction site, and shall be required to install additional control facilities at the direction of the Owner or Inspector, should problems occur.

### Protecting Natural Features

The area of disruption will be completely fenced to protect surrounding undisturbed vegetation. The areas which are not landscaped but within the disruption zone will be revegetated to match the natural vegetation.

### GENERAL NOTES:

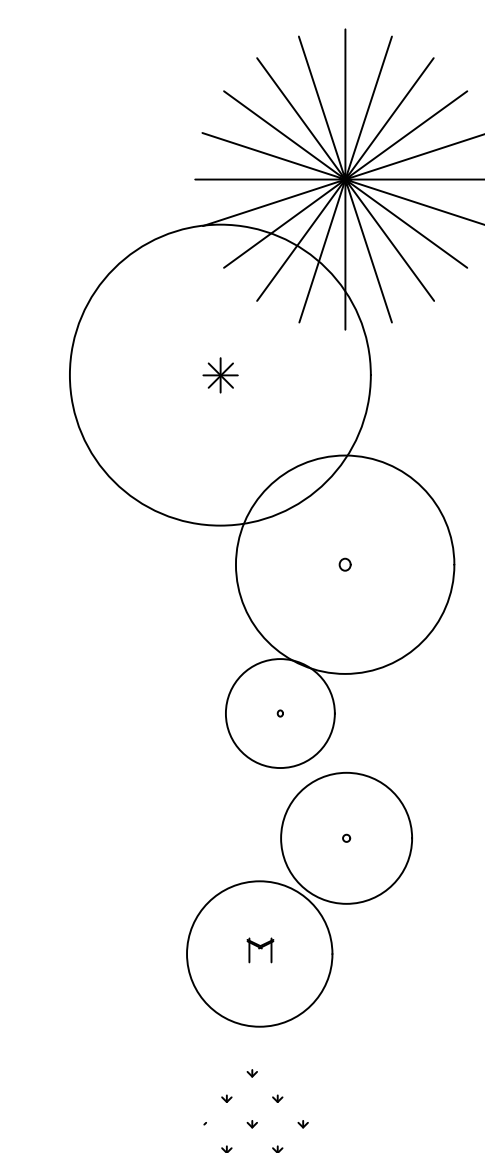
ALL TREES AND SHRUBS WILL HAVE A AUTOMATIC DRIP IRRIGATION SYSTEM.

DURING CONSTRUCTION, A 2 INCH DEEP GRAVEL BASE OF 3/4" INCH AGGREGATE SHALL BE APPLIED TO THE FIRST 20' FEET OF THE DRIVEWAY, AND SHALL REMAIN UNTIL THE DRIVEWAY IS PAVED.

### SURVEY NOTE:

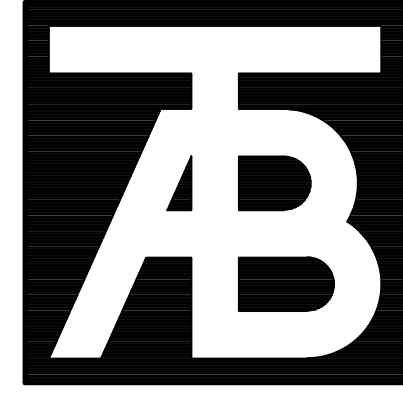
ALL SURVEY & TOPOGRAPHICAL INFORMATION ELECTRONICALLY PROVIDED BY "ALPINE ENG. INC, PROJECT NO. 9131, DATED 3/15/01.

## Landscape Legend



- DWARF BLUE SPRUCE PICEA FUNGENS 'GLOBOSA'
- CRABAPPLE MALUS HT. AS SHOWN
- QUAKING ASPEN POPULUS TREMULOIDES 2"-3" CALIPER
- SWISS COLUMNAR ASPEN POPULUS TREMULA 'RECTA' 2"-3" CALIPER
- LONG LEAF COTTON WOOD 6" CALIPER
- MUGO PINE PINUS MUGO 2'-3" B&B
- WILDFLOWER GROUND COVER

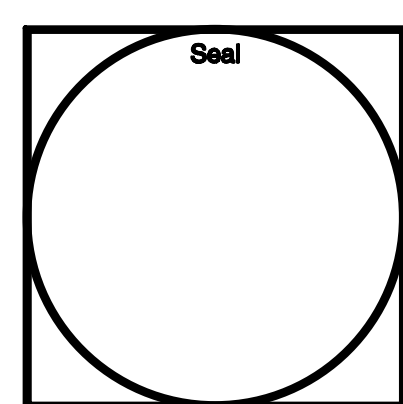
- \* DRIP IRRIGATION SYSTEM TO NEW LANDSCAPING COVERS AN ESTIMATED 1100 SF.
- \* PROVIDE 30% MORE BOULDERS THAN WHAT IS REQUIRED TO BUILD THE BOULDER WALLS FOR RANDOMLY PLACED DECORATIVE BOULDERS (PLACED AT THE DIRECTION OF PROJECT LANDSCAPE ARCHITECT.)



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C&A Engineer:

Structural Engineer:  
Mechanical Engineer:  
Electrical Engineer:



**Woodruff Residence**  
**Lot 47, South Minturn**  
Eagle County, CO

Revisions:

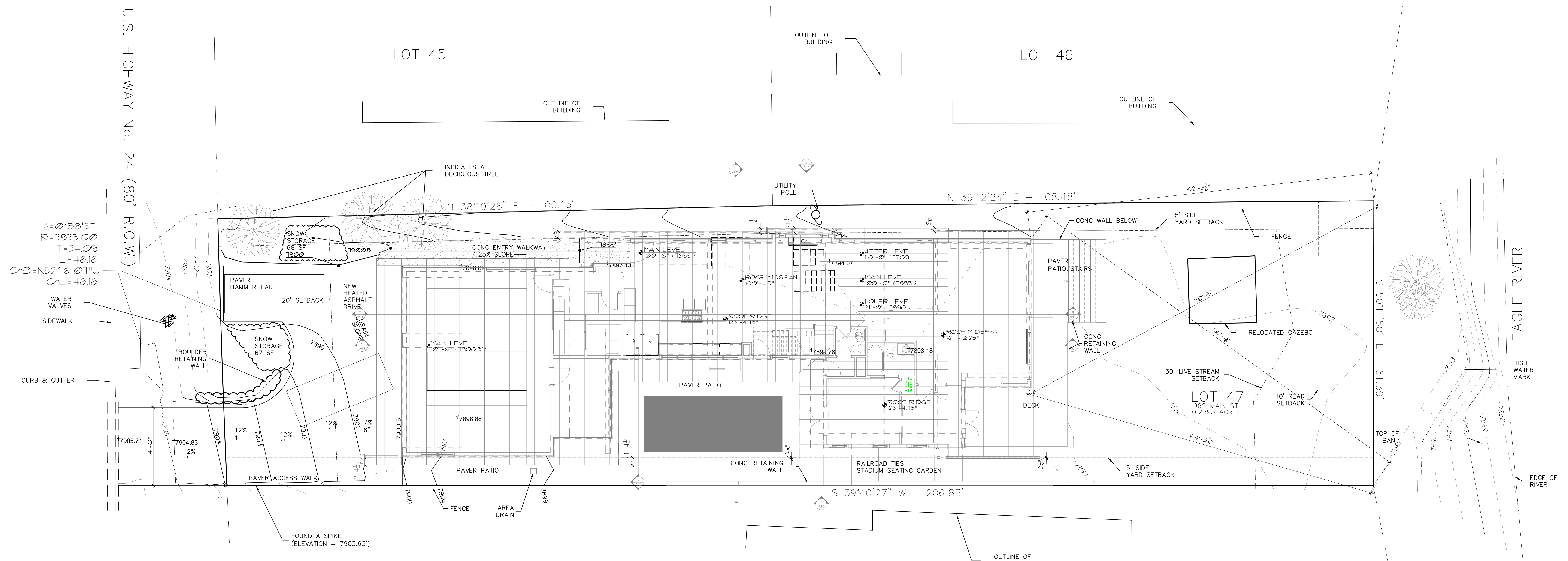
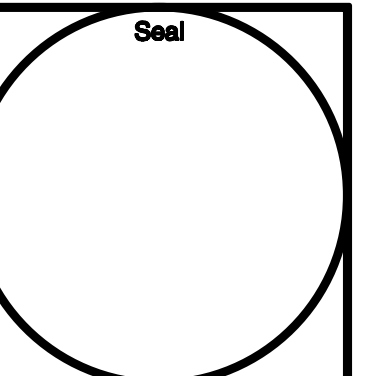
Issue Date:

Sheet Title:  
**Landscape Plan**

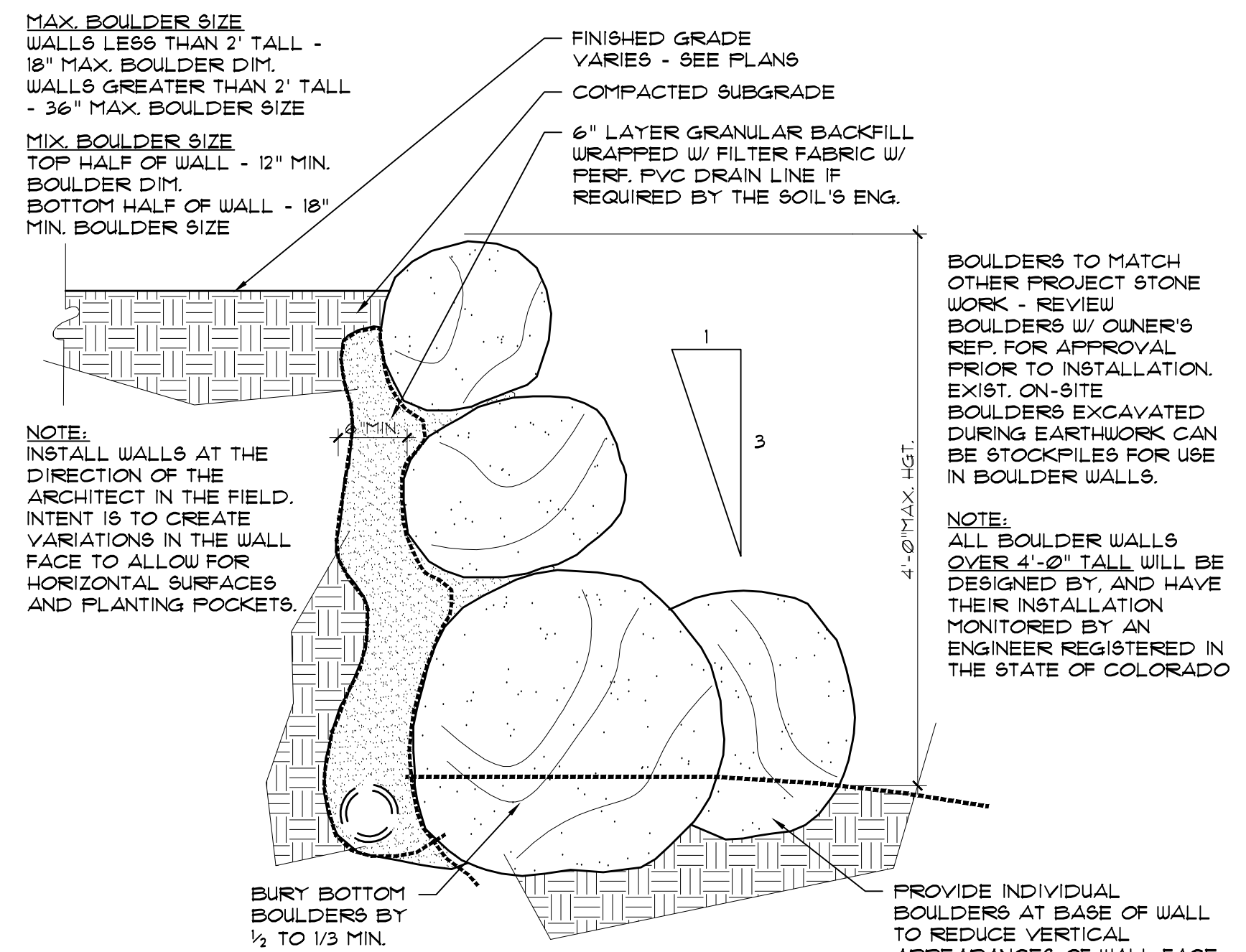
Project No:  
**2120**

Sheet No:  
**A1.1**





1 SITE PLAN  
SCALE: 1/8"=1'-0"



1 BOULDER WALL  
NTS

EAGLE COUNTY SITE INFO:

ACREAGE OR SF OF LOT: 0.2393 ACRES (10423,908 SF)  
LOT COVERAGE (INCL. OH): 3,361.4 SF  
IMPERVIOUS COVERAGE: 4,519.6 SF (FOOTPRINT 4 PAVING)  
TOTAL FLOOR AREA (LIVING): 5,521.02 SF  
TOTAL FLOOR AREA (MECHANICAL): 12,008 SF  
TOTAL FLOOR AREA (GARAGE): 10,600 SF  
NUMBER OF STORIES: 3  
HEIGHT OF STRUCTURE ABOVE GRADE: 21'-11 1/4" ABOVE EXISTING GRADE  
DWELLING UNITS: 1

LOCATIONS OF UTILITIES ON SITE PLAN TO BE VERIFIED DURING SITE PREPARATION. LIMITS OF DISTURBANCE DUE TO CHANGE AS NEEDED PER ACCURACY OF GIVEN UTILITY LOCATION INFORMATION BY OWNER'S SURVEY.

**SURVEY NOTE:**  
ALL SURVEY 4 TOPOGRAPHICAL INFORMATION ELECTRONICALLY PROVIDED BY "ALPINE ENG. INC., PROJECT NO. 9131, DATED 3/15/17.

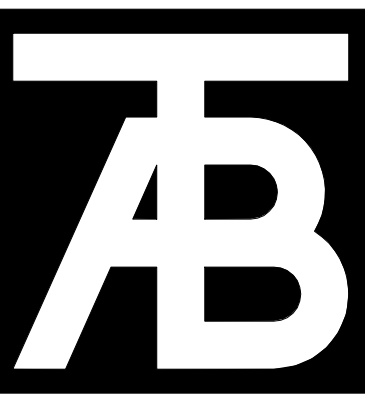
General Notes

- Existing site information is based upon a topographic survey, Project Number (INSERT #), dated (INSERT DATE) prepared and electronically provided by (INSERT SURVEYOR NAME), (INSERT CITY, STATE, TELEPHONE #).
- The Construction limit line is the contract limit line. Do not disturb any existing trees or vegetation designated to remain or located outside of the construction limit line without approval of the Owner and (INSERT DRB OR LOCAL JURISDICTION).
- Contractor to verify existing site information, including structures, utilities, property lines, limits of roadways, and curbs and gutters, that may effect the scope of work prior to beginning site construction.
- Existing utilities are indicated for information only and not intended to show exact location. The Architect is not responsible for the location of underground utilities or structures whether or not shown or detailed and installed by any other contract. The Contractor shall locate all utilities and maintain the location during all phases of the work. Contractor shall be responsible for any damage to utilities or structures and any injuries therefrom. Restoration of any utilities damaged by the Contractor shall be at the Contractors expense to the satisfaction of the Owner.
- Contractor shall verify all utility service, meter, and pedestal requirements and locations and access to meters and equipment with respective utility companies.
- If required, a qualified Fire Protection Consultant should size the water service (if the building(s) has a fire sprinkler system). If the building(s) does not have a fire sprinkler system, the water service should be sized by the Mechanical Engineer based upon existing pressure, length of pipe and demand. The fire line should water and PRV.
- Conform to local water and sanitation district specifications for water and sewer construction. Maintain 10 feet minimum separation between water and sewer underground service pipes. Maintain seven feet minimum cover at underground water service. Increase depth to 10' under driveways. Sewer service shall have minimum cover of 5'-6". Provide sewer cleanout with location to be reviewed by the Architect.
- General Contractor to provide drawing showing proposed utility service connections for the Architects review prior to construction.
- Road cuts and any other construction in road right-of-way shall conform with State and local development requirements.
- All compaction, grading and irrigation adjacent to the building shall be in accordance with the Soils Report prepared by (INSERT SOILS ENGINEER NAME, PROJECT #, DATE).
- Provide written notification of all discrepancies between existing and proposed site improvements.
- Contractor(s) shall take all necessary steps as required to properly protect and maintain his work for the duration of this Contract.
- Contractor shall obtain construction de-watering permits, if required.
- These drawings do not specify safety materials, equipment, methods, or sequencing, to protect persons and property. It shall be the contractor's sole responsibility to direct and implement safety operations and procedures to protect the owner, other contractors, the public, and others.
- Reference to north refers to true north.
- All work shall comply with all applicable codes and ordinances.
- Contractor(s) shall employ a licensed surveyor to establish all work lines.
- Contractor(s) shall stake out all areas, including but not limited to buildings, driveways, walks, pavements, walls, pools and fences from CADD files provided by Architect and shall obtain the approval of the Architect prior to proceeding with the work.
- Take all dimensions from face of curb, wall or building or identified centerline unless otherwise noted.
- All dimensions called out as 'equal' are equidistant measurements to designated centerline(s).
- Take all dimensions perpendicular to any reference line, work line, face of building, face of wall or centerline.
- Computed dimensions shall take precedence over scaled dimensions (drawings are NOT to be scaled), and large scale over small scale drawings.
- All angles to be 90 degrees and all lines of paving and fencing to be parallel unless noted otherwise.
- Maintain horizontal alignment of adjacent elements as noted on drawings.
- Reference to scale is for full sized drawings only, not reduced plans. Do not scale from plans or details.
- Notes and details on specific drawings take precedence over general notes and typical details.
- Conflicts or discrepancies with grades shall be brought to the attention of the Architect immediately and prior to proceeding with work.
- All finished grades shall provide for natural runoff of water without low spots or pockets. Set flow lines accurately and provide a minimum 2% and a maximum 3% gradient unless otherwise noted or illustrated.
- Gradually round off tops and toes of all planted slopes to produce a smooth architectural transition between relatively level areas and slopes, unless shown otherwise in grading details.
- Grades shown are finish grades. Subgrades needed to attain fill or topsoil placement are not reflected. Hold finished grades for planting and lawn areas 3" below top of adjacent pavement, and/or curbs, unless otherwise noted on the drawings. The finished subgrade should be reviewed by the Architect prior to, as well as upon completion of, landscape installation to verify that swales and drainage features are constructed per plan.
- All concrete slabs or footings shall be doweled into abutting walls, foundations and footings using bars of the same size unless noted otherwise.
- Provide expansion joint every 30 ft. max. and where new concrete abuts existing concrete paving and walls unless otherwise noted. See details.
- Provide control joints as shown on drawings between expansion joints. See details.
- Sleeves and conduits shall be installed 18 in. below finished grade and shall extend 12 in. beyond back of curbs, walls and paving.
- Retaining walls (boulder, concrete, etc.) over 4'-0" in height to be designed by a Professional Engineer.

Legend and Abbreviations

BC	bottom of curb elev.	---	exist. gas line
BS	bottom of step elev.	---	exist. storm sewer line
BW	bottom of wall elev.	---	exist. sanitary sewer line
CJ	control joint (saw cut)	---	exist. electric line
CHU	concrete masonry unit	---	exist. phone/t.v.
CONT	continuous	---	exist. sanitary manhole
CP	spa/pool coping elev.	---	exist. fire hydrant
DI	drain inlet	---	align surfaces
DIA	diameter	⌀	plus or minus dimension
DRUG	drainage	⊙	detail callout
EJ	expansion joint	---	dimension
ELEV	elevation	---	angle notation
EQ	equal	---	prop. gas line
FFE	finish floor elev.	---	prop. storm sewer line
FG	finish grade elev.	---	prop. sanitary sewer line
FL	flow line of swale	---	prop. electric line
FS	finish surface elev. (pvm.)	---	prop. waterline
HP	high point elev.	---	prop. phone/cable t.v.
LF	low point elev.	---	prop. boulder wall
LFP	low point elev.	---	Exist. trees to remain
MAX	maximum	---	Trees to be removed
MIN	minimum	---	Existing tree relocated
O.C.	on center	---	
PA	planting area	---	
P/MT	pavement	---	
R/RAD	radius notation	---	
RIM	inlet/manhole rim elev.	---	
TC	top of curb elev.	---	
TS	top of step elev.	---	
TW	top of wall elev.	---	
TYP	typical	---	
WUF	welded wire fabric	---	
WS	spa/pool water surface	---	
2%	direction of slope	---	
---	direction of swale	---	
T146	exist. contour	---	
T146	prop. contour	---	
FS T146	proposed spot elev.	---	
(FS T146)	exist. spot elev.	---	
---	property line	---	
---	construction limit line	---	
---	centerline	---	
---	building envelope	---	
---	assessment	---	





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South Minturn, CO

Revisions:

No	Description	Date

Issue Dates:

SD - 01/26/22

Sheet Title:

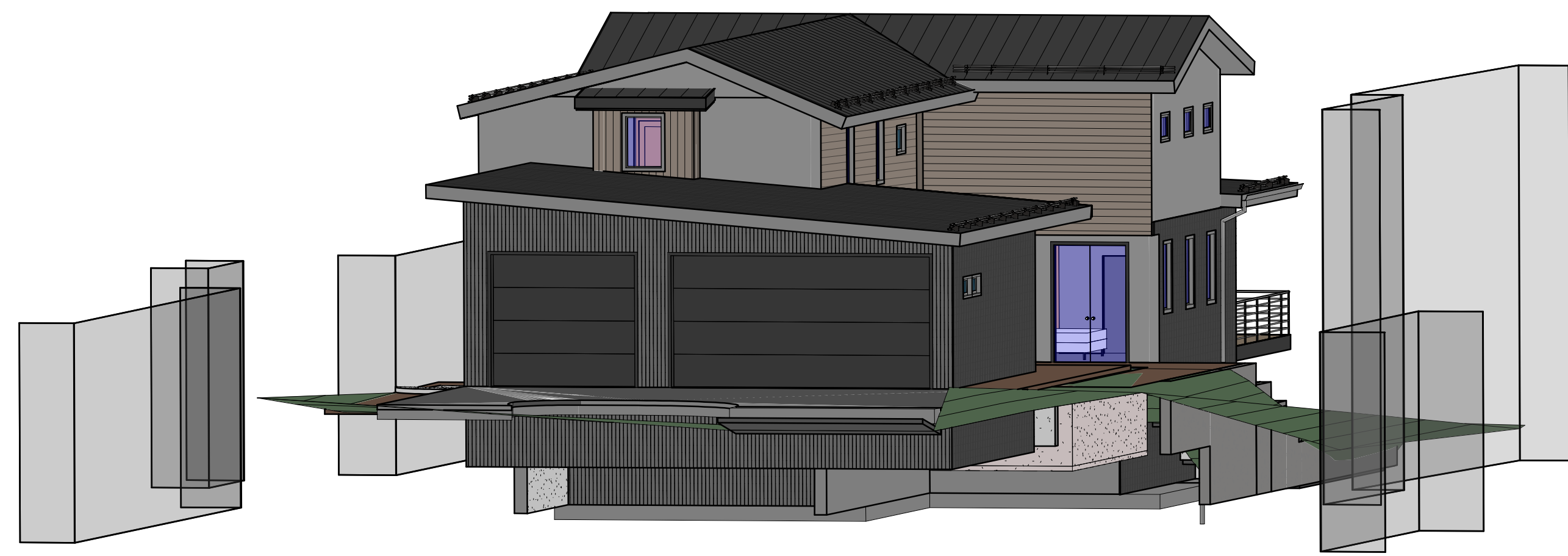
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Project No:

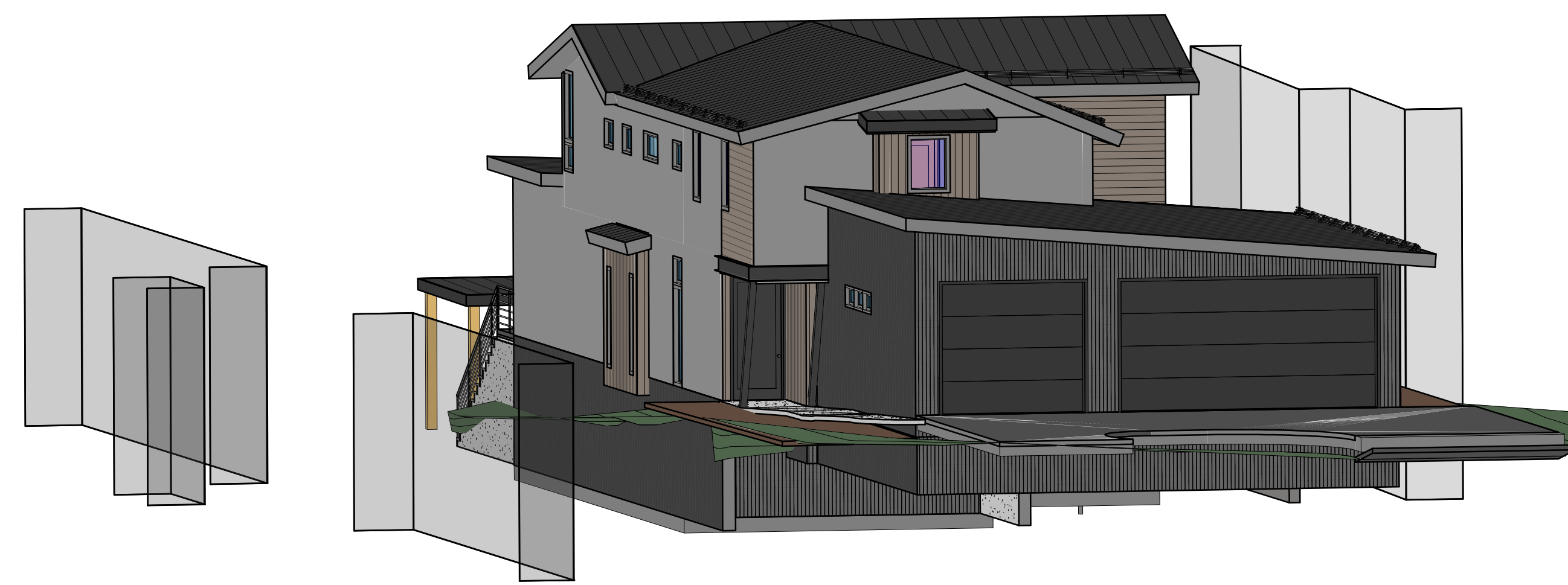
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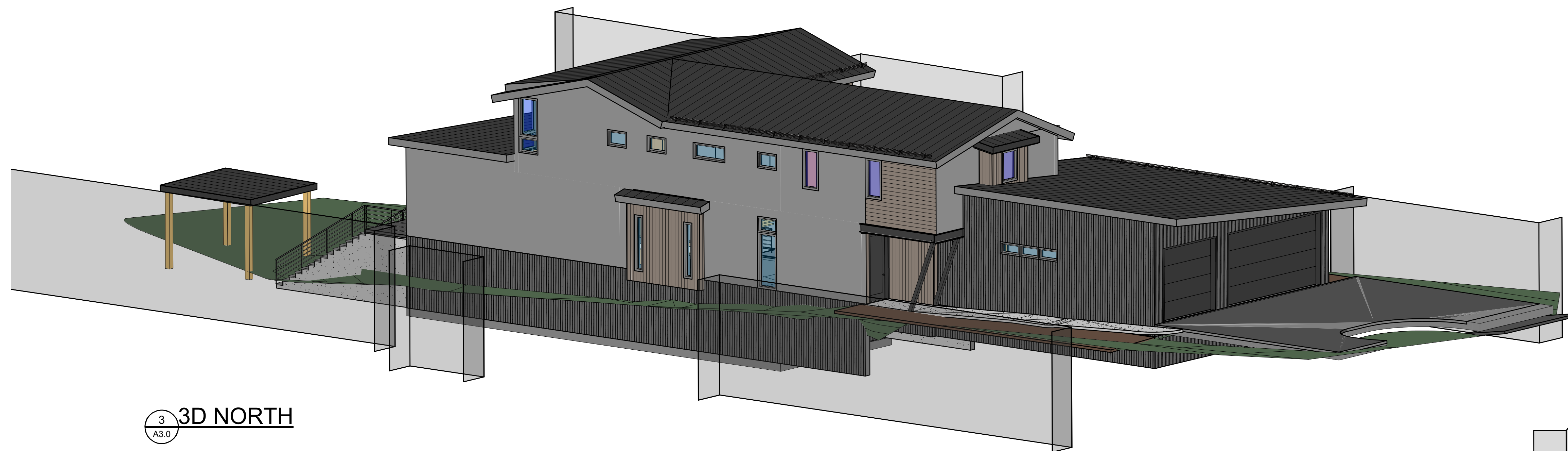
A3.0



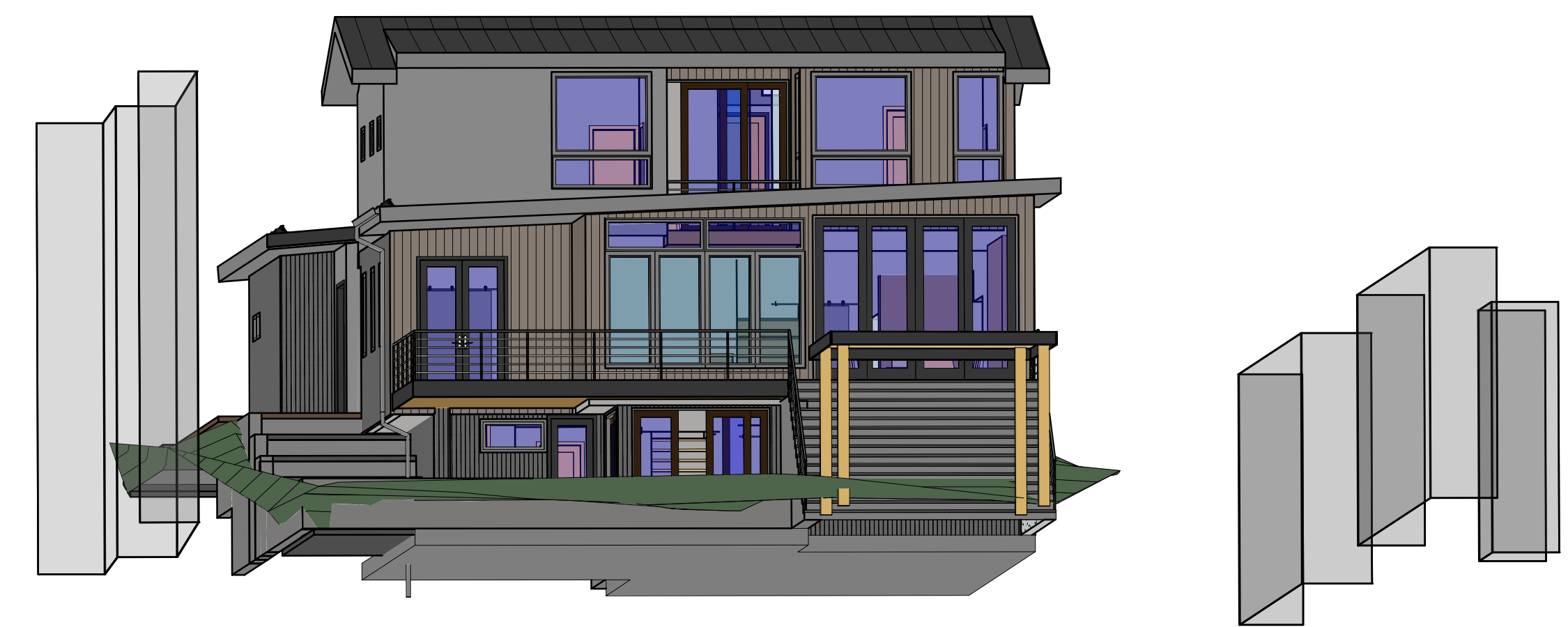
1 3D ROAD SOUTH  
A3.0



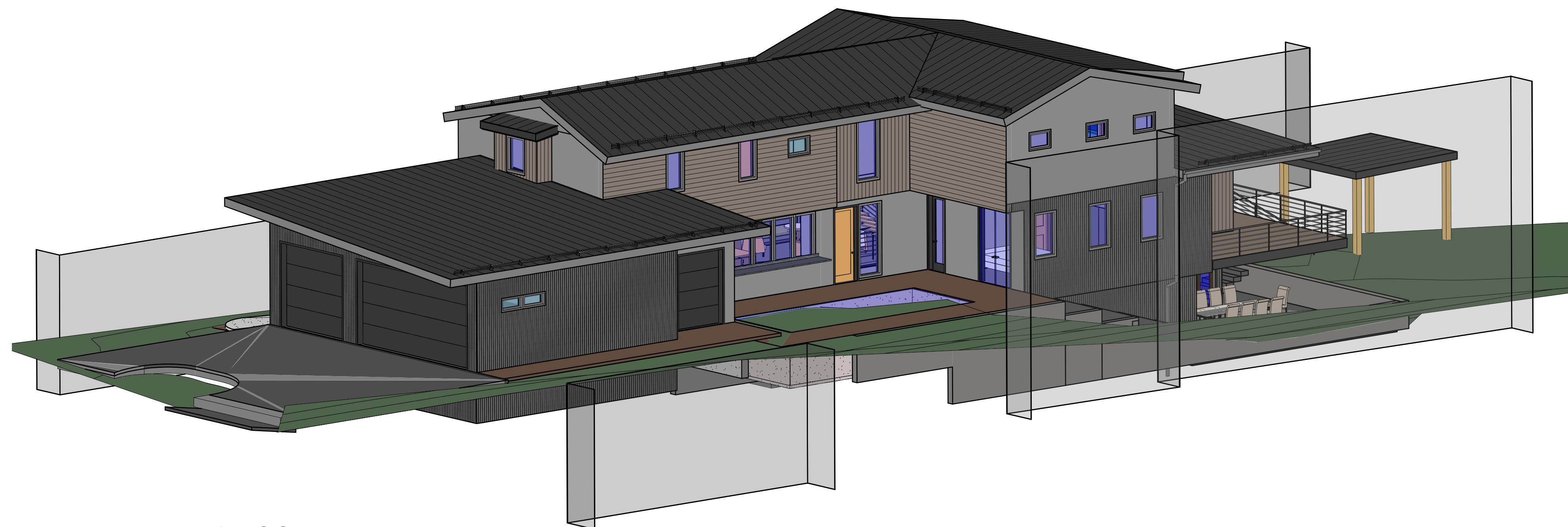
2 3D ROAD NORTH  
A3.0



3 3D NORTH  
A3.0



4 3D RIVER  
A3.0



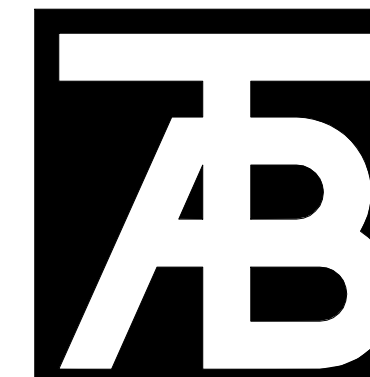
5 3D SOUTH  
A3.0



NOTES:

**EXTERIOR MATERIAL LEGEND:**

- X-1 NEW CORRUGATED METAL/BLACK COLOR FINISH
- X-2 NEW STUCCO W/ INTEGRAL COLOR FINISH COAT SW 7508 TAVERN TAUPE, SAND FINISH, XX STAIN
- X-3 NEW HORIZONTAL HEMLOCK WOOD SIDING, XX STAIN
- X-4 NEW VERTICAL HEMLOCK WOOD SIDING, xx STAIN
- R-1 NEW STANDING SEAM METAL ROOF, BERRIDGE DARK BRONZE KYNAR 500



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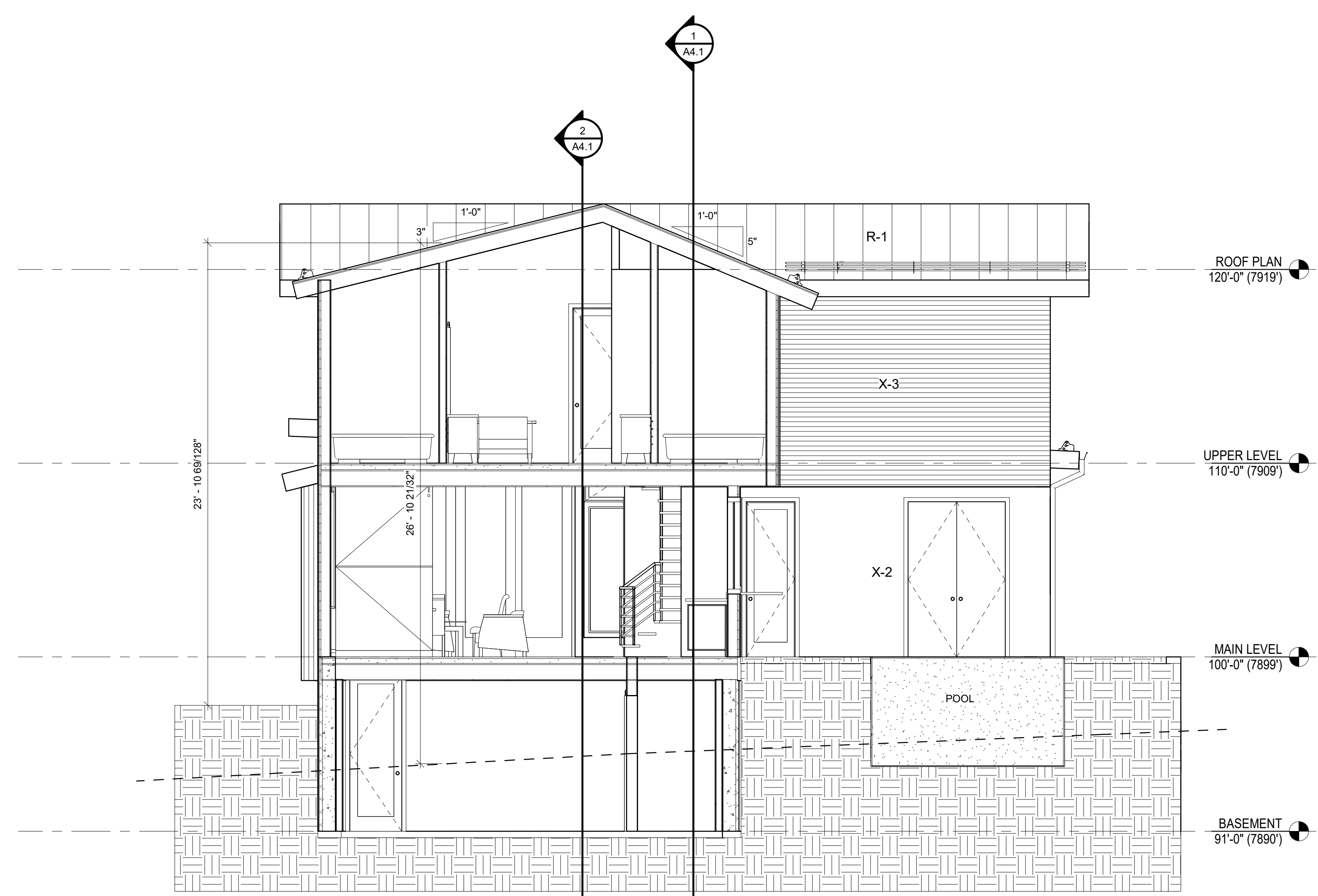
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No	Description	Date

Issue Dates:  
SD - 01/26/22

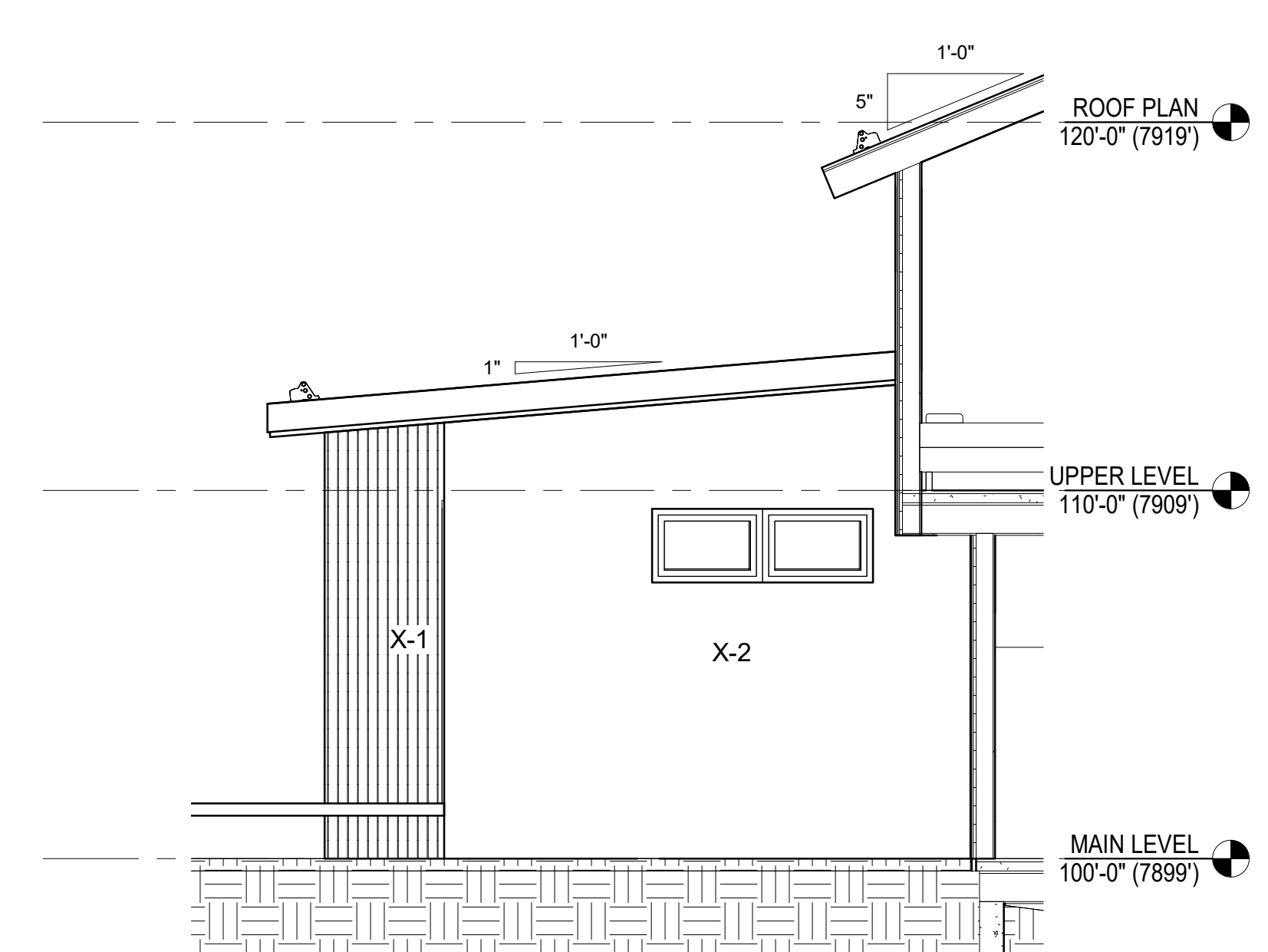
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Project No:  
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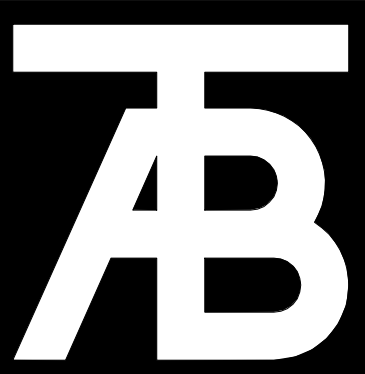
Sheet No:  
**A4.2**



**1 N/S BUILDING SECTION THROUGH POOL**  
1/4" = 1'-0"



**2 SIDE OF GEAR ROOM**  
1/4" = 1'-0"



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Revisions:		
No.	Description	Date

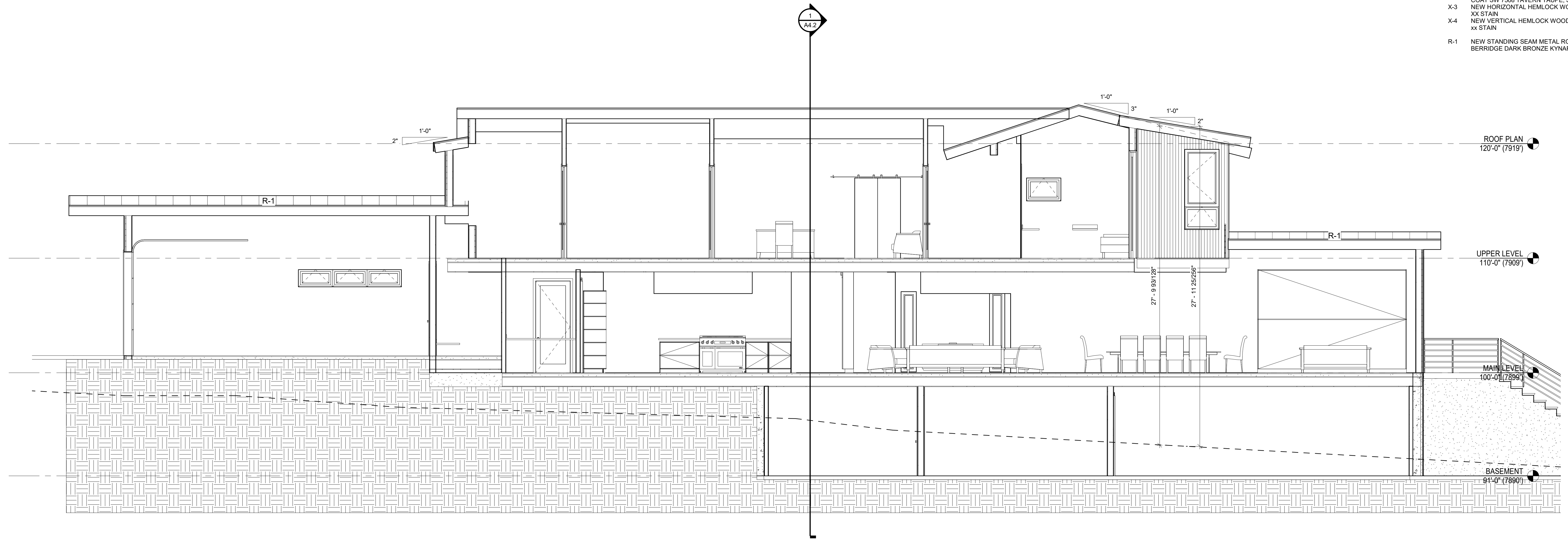
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**Building Sections**

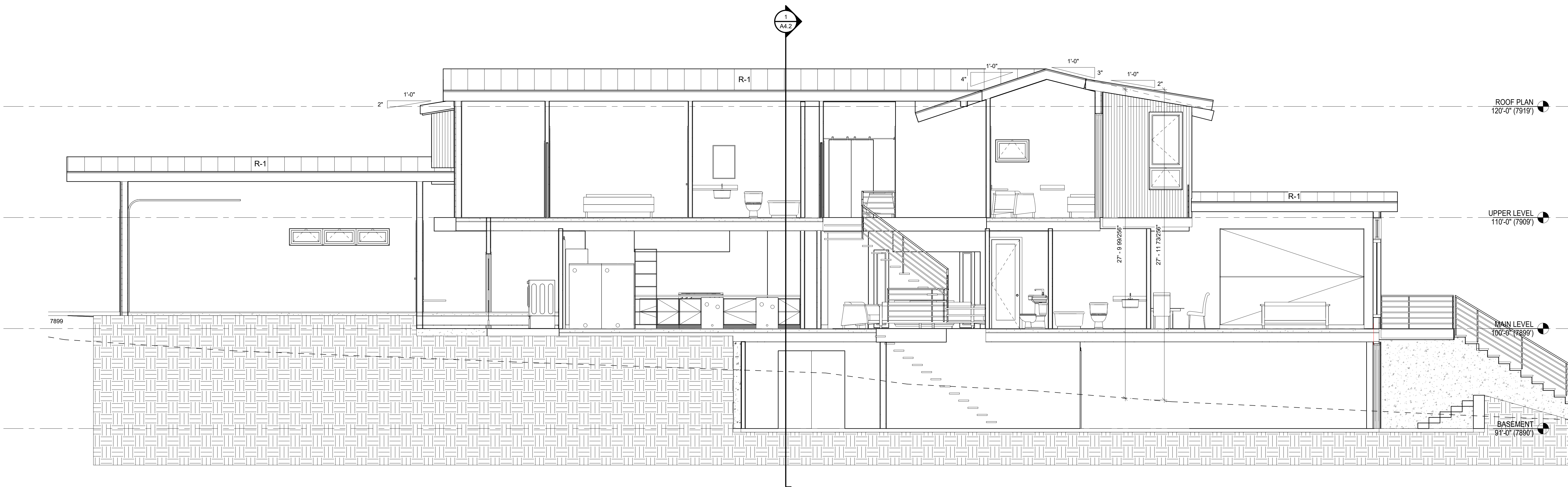
Project No:  
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Sheet No:  
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- EXTERIOR MATERIAL LEGEND:**
- X-1 NEW CORRUGATED METAL W/BLACK COLOR FINISH
  - X-2 NEW STUCCO W/ INTEGRAL COLOR FINISH COAT SW 7508 TAVERN TAUPE, SAND FINISH
  - X-3 NEW HORIZONTAL HEMLOCK WOOD SIDING, xx STAIN
  - X-4 NEW VERTICAL HEMLOCK WOOD SIDING, xx STAIN
  - R-1 NEW STANDING SEAM METAL ROOF, BERRIDGE DARK BRONZE KYNAR 500

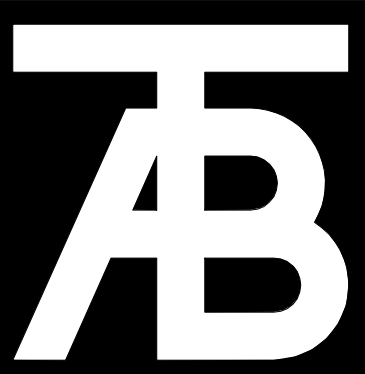


**2** E/W BUILDING SECTION BH OVER BEDS  
A4.1 1/4" = 1'-0"



**1** E/W BUILDING SECTION BH OVER MASTER  
A4.1 1/4" = 1'-0"

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Revisions:		
No.	Description	Date

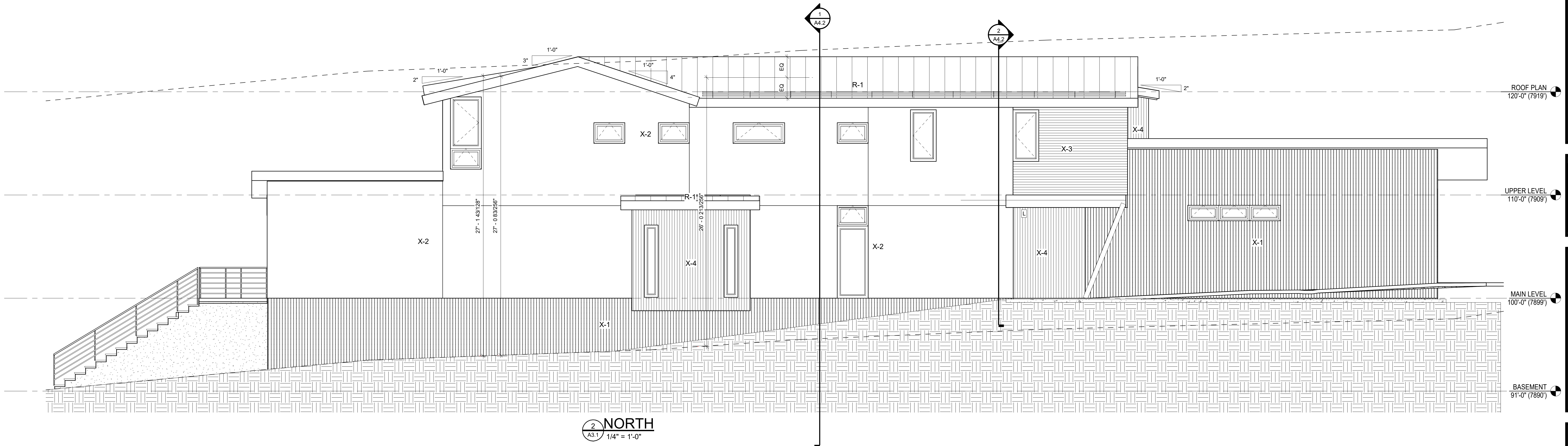
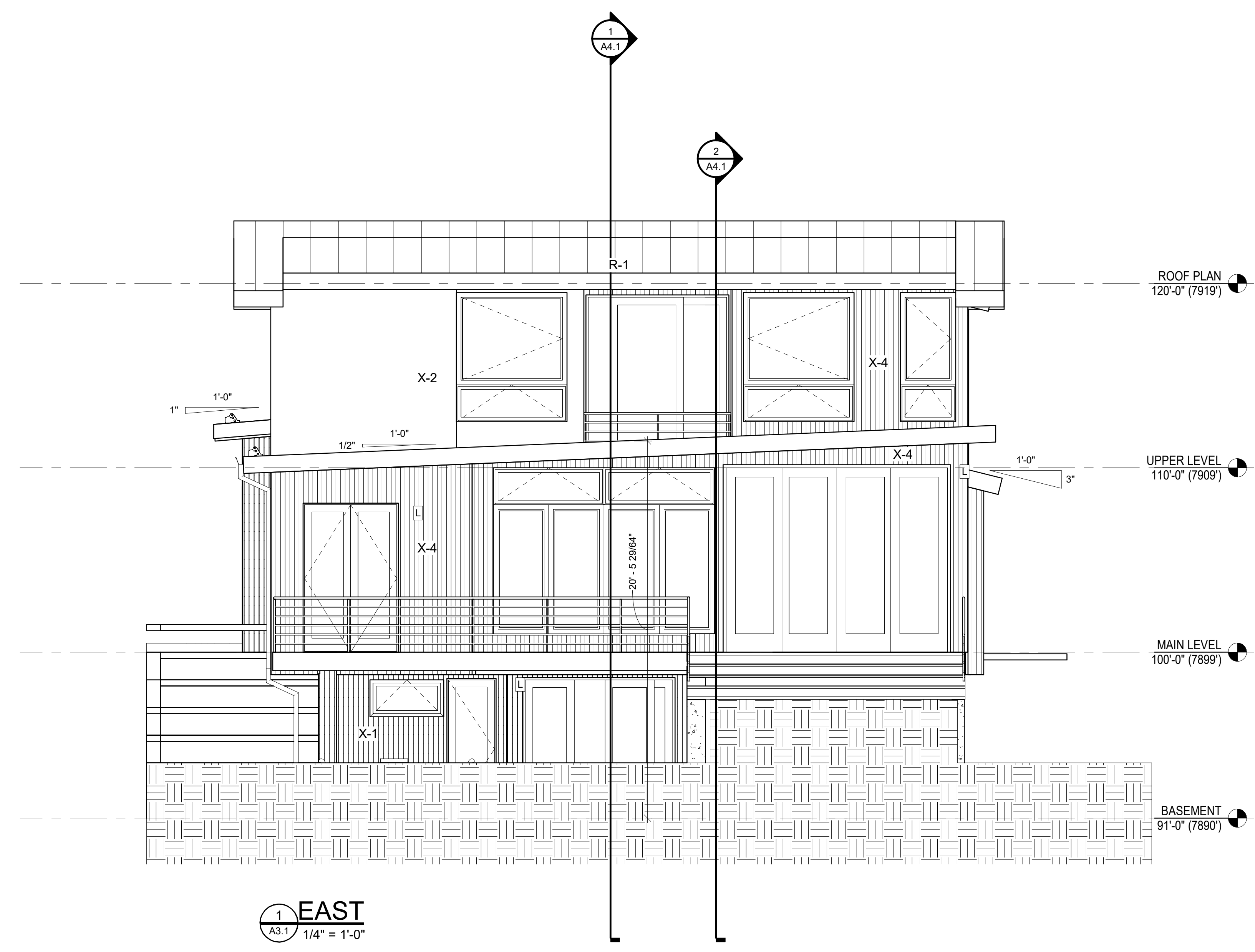
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SD - 01/26/22

Sheet Title:  
**Exterior Elevations**

Project No:  
2120

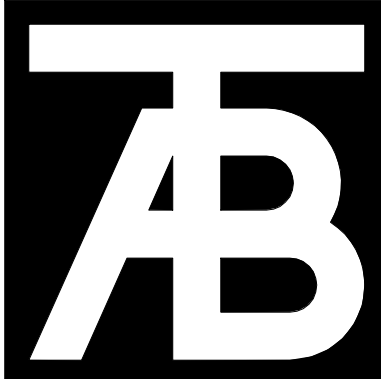
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- EXTERIOR MATERIAL LEGEND:**
- X-1 NEW CORRUGATED METAL/BLACK COLOR FINISH
  - X-2 NEW STUCCO W/ INTEGRAL COLOR FINISH
  - X-3 NEW HORIZONTAL HEMLOCK WOOD SIDING, COAT SW 7508 TAVERN TAUPE, SAND FINISH
  - X-4 NEW VERTICAL HEMLOCK WOOD SIDING, XX STAIN
  - R-1 NEW STANDING SEAM METAL ROOF, BERRIDGE DARK BRONZE KYNAR 500



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Revisions:		
No	Description	Date

Issue Dates:  
SD - 01/26/22

Sheet Title:  
**Lower Level Floor Plan**

Project No:  
2120

Sheet No:  
**A2.1**

NOTES:

CLOSET NOTES:

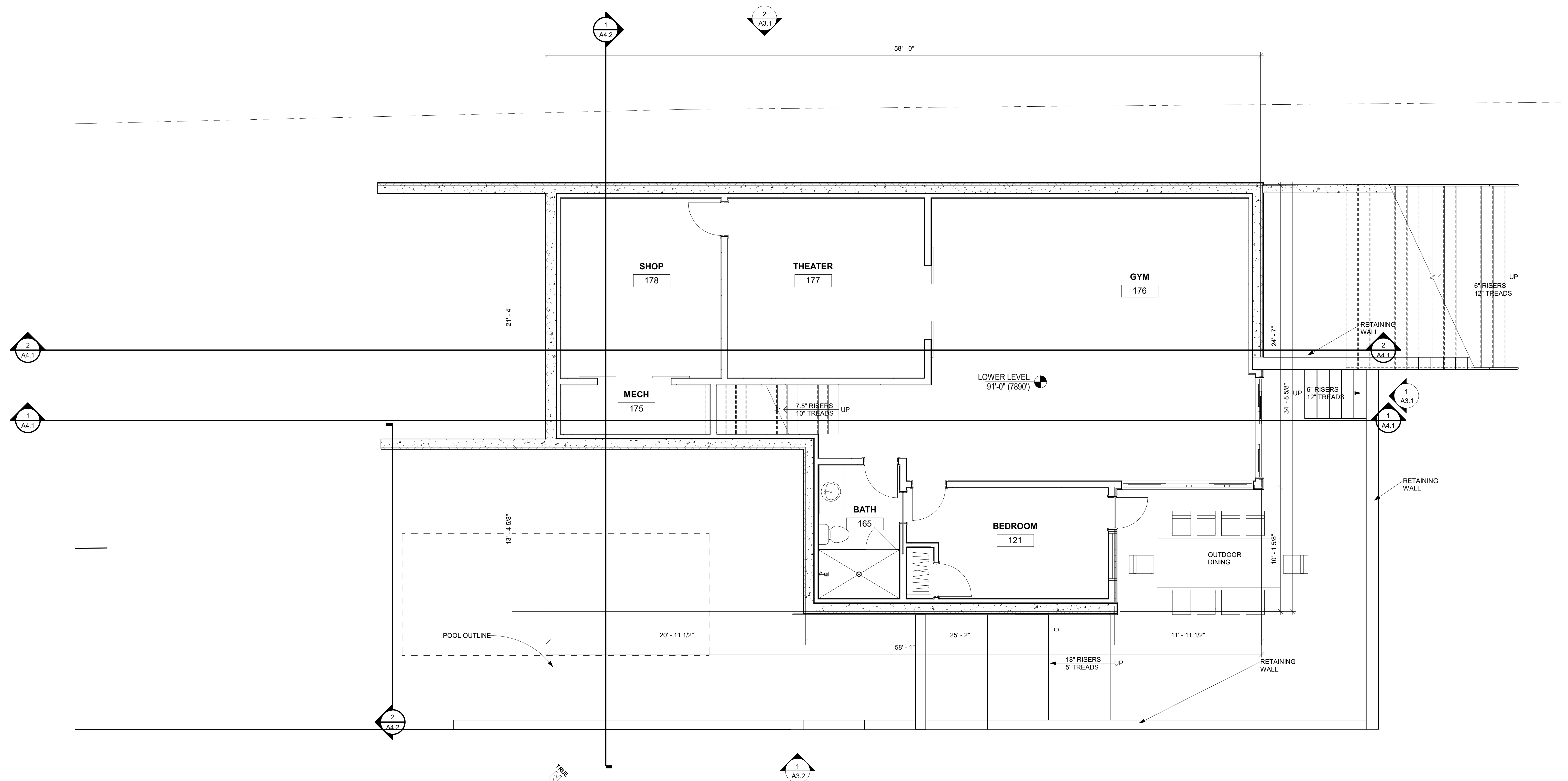
- SINGLE HANGING: DESIGNATED BY SINGLE DASHED LINE IN CLOSETS TO BE: 16" SHELF @ 7'-0" AFF, 16" SHELF & ROD @ 5'-6" AFF.
- DOUBLE HANGING: DESIGNATED BY DOUBLE DASHED LINE IN CLOSETS TO BE: 16" SHELF & ROD @ 7'-0" AFF, 12" SHELF & ROD @ 3'-6" AFF.
- SHELVES @ WALK-IN CLOSETS: 6 - 16" SHELVES @ 1'-2" OC, 1st SHELF @ 1'-2" AFF, SHELF WIDTH TO BE CLOSET WIDTH, LESS 4'-0" OR AS OTHERWISE INDICATED.
- LINEN SHELVES: 6 SHELVES, WIDTH AS NOTED, @ 1'-2" OC, 1st SHELF @ 1'-2" AFF, FULL CLOSET WIDTH.
- STORAGE SHELVES: 6 - 16" SHELVES @ 1'-2" OC, 1st SHELF @ 1'-2" AFF, FULL CLOSET WIDTH.

GENERAL CLOSET NOTES:

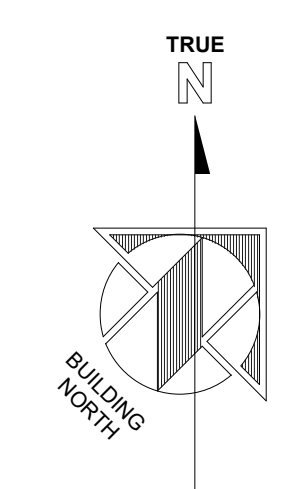
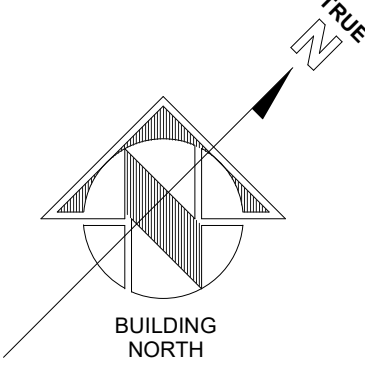
- ALL SHELVES & VERTICAL DIVIDERS TO BE AC PLYWOOD WITH 1/2" EDGE. SPECIES TO BE SPECIFIED BY DEVELOPER.
- CLEATS TO BE 1/2" CLEAR PINE.
- PROVIDE ROD SUPPORTS @ 36" OC MAX.
- ALL TO BE STAINED TO MATCH CASE & BASE.

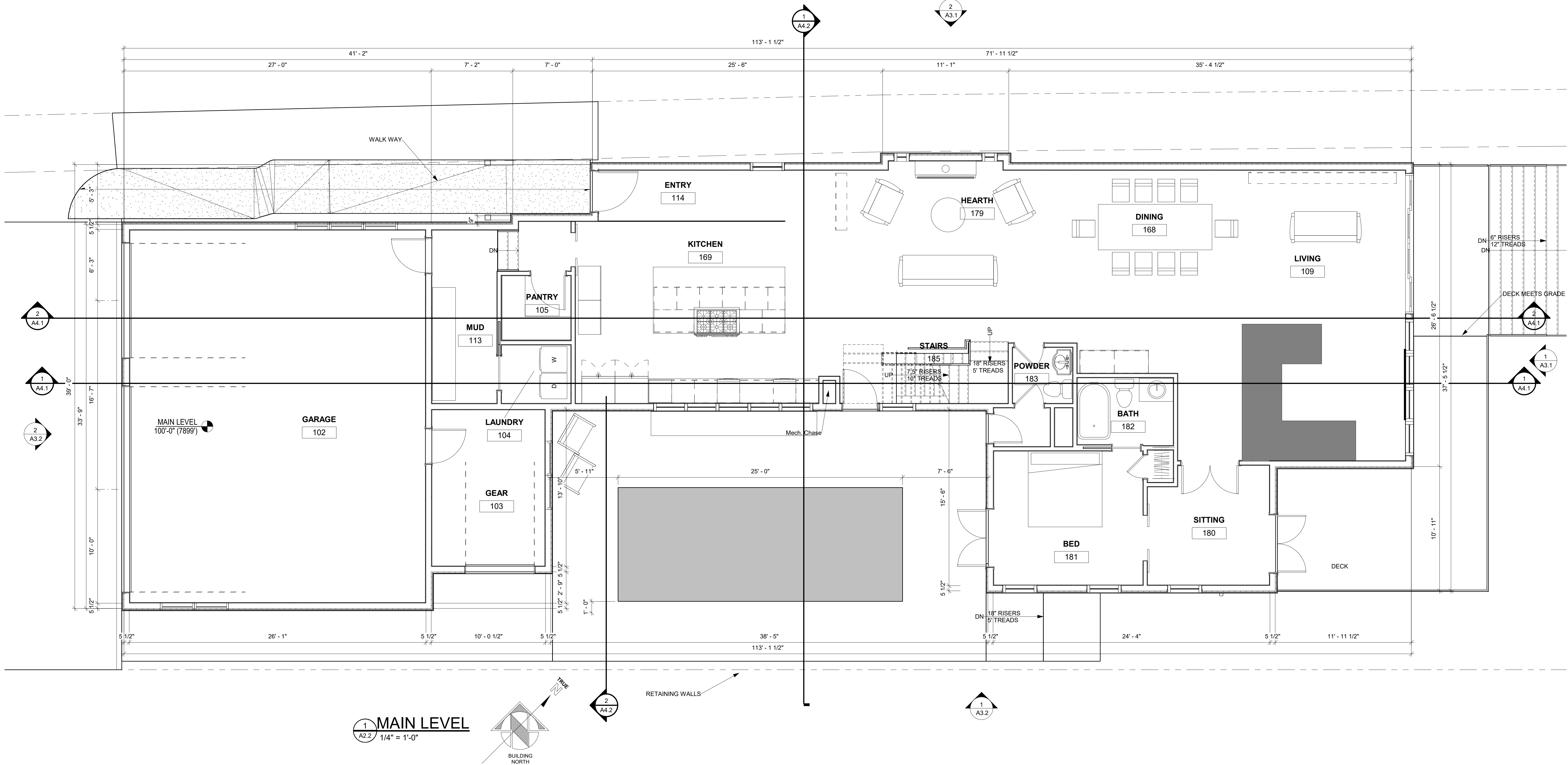
FLOOR PLAN GENERAL NOTES:

- PATCH EXISTING CONSTRUCTION SCHEDULED TO REMAIN. REPAIRED SURFACES TO BE FLUSH WITH ADJACENT FINISH SURFACES. TO SAME QUALITY AS NEW CONSTRUCTION PRIOR TO INSTALLING NEW FINISHES. REFER TO THE FINISH MANUFACTURER'S GUIDELINES FOR INSTALLATION.
- PATCH EXISTING FIRE-RATED WALLS, FLOOR CEILINGS, ETC. SO AS TO MAINTAIN THE FIRE-RADIATING. ADD FIRE-SMOKE DAMPERS WHERE NEW DUCTS CROSS. ADD FIRE STOP AT ALL.
- PATCH WALLS AT REMOVED RECEPTACLE OPENINGS SO AS TO RECEIVE SUBSEQUENT WORK.
- PATCH AND LEVEL FLOOR SUBSTRATES TO RECEIVE NEW WORK AS SCHEDULED.
- COORDINATE ALL FLOOR CORE DRILLING WITH EXISTING.
- DO NOT SCALE DRAWINGS.
- IN ROOMS WITH FLOOR DRAINS, SLOPE CONCRETE SURFACE WITHIN 18" RADIUS AT 1/4" PER FOOT TOWARD FLOOR DRAIN, UNLESS OTHERWISE INDICATED.
- ALL SPOT ELEVATIONS SHOWN ON THE FLOOR PLANS OUTSIDE THE BUILDING RELATE TO USGS ELEVATIONS. ALL SPOT ELEVATIONS INSIDE THE BUILDING REFER TO BUILDING REFERENCE ELEVATIONS. NOTIFY ARCHITECT IMMEDIATELY SHOULD CONDITIONS BE FOUND CONTRADICTORY TO THESE DRAWINGS.
- ALL ANGLES SHOWN ON THE FLOOR PLANS ARE 90 DEGREES UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO GRID LINE, FACE OF CONCRETE OR MASONRY, OR FACE OF GYPSUM BOARD, UNLESS OTHERWISE NOTED.
- ALL FLOOR PLAN DIMENSIONS TO MASONRY ARE NOMINAL DIMENSIONS, UNLESS NOTED AS ACTUAL.
- "TB" NEW CORK TACKBOARDS OR "MB" NEW MARKERBOARDS
- PROVIDE EXIT DOOR NUMBERS PER DOOR SIGNAGE SHEET AT ALL EXIT DOORS.



1 BASEMENT  
A2.1 1/4" = 1'-0"





**NOTES:**

- CLOSET NOTES:**
- ① SINGLE HANGING: DESIGNATED BY SINGLE DASHED LINE IN CLOSETS TO BE 16" SHELF @ 7'-0" AFF, 16" SHELF & ROD @ 9'-6" AFF.
  - ② DOUBLE HANGING: DESIGNATED BY DOUBLE DASHED LINE IN CLOSETS TO BE 16" SHELF & ROD @ 7'-0" AFF, 12" SHELF & ROD @ 3'-6" AFF.
  - ③ SHELVES @ WALK-IN CLOSETS: 6 - 16" SHELVES @ 1'-2" OC, 1st SHELF @ 1'-2" AFF, SHELF WIDTH TO BE CLOSET WIDTH, LESS 4'-0" OR AS OTHERWISE INDICATED.
  - ④ LINEN SHELVES: 6 SHELVES, WIDTH AS NOTED, @ 1'-2" OC, 1st SHELF @ 1'-2" AFF, FULL CLOSET WIDTH.
  - ⑤ STORAGE SHELVES: 6 - 16" SHELVES @ 1'-2" OC, 1st SHELF @ 1'-2" AFF, FULL CLOSET WIDTH.

- GENERAL CLOSET NOTES:**
- 1. ALL SHELVES & VERTICAL DIVIDERS TO BE AC PLYWOOD WITH 1x2 EDGE. SPECIES TO BE SPECIFIED BY DEVELOPER.
  - 2. CLEATS TO BE 1x2 CLEAR PINE.
  - 3. PROVIDE ROD SUPPORTS @ 36" OC MAX.
  - 4. ALL TO BE STAINED TO MATCH CASE & BASE.

- FLOOR PLAN GENERAL NOTES:**
1. PATCH EXISTING CONSTRUCTION SCHEDULED TO REMAIN. REPAIRED SURFACES TO BE FLUSH WITH ADJACENT FINISH SURFACES. TO SAME QUALITY AS NEW CONSTRUCTION PRIOR TO INSTALLING NEW FINISHES. REFER TO THE FINISH MANUFACTURER'S GUIDELINES FOR INSTALLATION.
  2. PATCH EXISTING FIRE-RATED WALLS, FLOOR CEILINGS, ETC. SO AS TO MAINTAIN THE FIRE-RADIATING. ADD FIRE-SMOKE DAMPERS WHERE NEW DUCTS CROSS. ADD FIRE STOP AT ALL.
  3. PATCH WALLS AT REMOVED RECEPTACLE OPENINGS SO AS TO RECEIVE SUBSEQUENT WORK.
  4. PATCH AND LEVEL FLOOR SUBSTRATES TO RECEIVE NEW WORK AS SCHEDULED.
  5. COORDINATE ALL FLOOR CORE DRILLING WITH EXISTING.
  6. DO NOT SCALE DRAWINGS.
  7. IN ROOMS WITH FLOOR DRAINS, SLOPE CONCRETE SURFACE WITHIN 18" RADIUS AT 1/4" PER FOOT TOWARD FLOOR DRAIN, UNLESS OTHERWISE INDICATED.
  8. ALL SPOT ELEVATIONS SHOWN ON THE FLOOR PLANS OUTSIDE THE BUILDING RELATE TO USGS ELEVATIONS. ALL SPOT ELEVATIONS INSIDE THE BUILDING REFER TO BUILDING REFERENCE ELEVATIONS. NOTIFY ARCHITECT IMMEDIATELY SHOULD CONDITIONS BE FOUND CONTRADICTORY TO THESE DRAWINGS.
  9. ALL ANGLES SHOWN ON THE FLOOR PLANS ARE 90 DEGREES UNLESS OTHERWISE NOTED.
  10. ALL DIMENSIONS ARE TO GRID LINE, FACE OF CONCRETE OR MASONRY, OR FACE OF GYPSUM BOARD, UNLESS OTHERWISE NOTED.
  11. ALL FLOOR PLAN DIMENSIONS TO MASONRY ARE NOMINAL DIMENSIONS, UNLESS NOTED AS ACTUAL.
  12. "TB" NEW CORK TACKBOARDS OR "MB" NEW MARKERBOARDS.
  13. PROVIDE EXIT DOOR NUMBERS PER DOOR SIGNAGE SHEET AT ALL EXIT DOORS.

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Electrical Engineer

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Revisions:

No	Description	Date

Issue Dates:  
SD - 01/26/22

Sheet Title:  
**Main Level Floor Plan**

Project No:  
2120

Sheet No:  
**A2.2**

NOTES:

**ROOF FINISH LEGEND**

R-1 COIL COATED STANDING SEAM ROOF  
SEE SYSTEM NOTES SHEET A0.1

COIL COATED FLASHING, GUTTERS, AND  
DOWNSPOUTS

OVERHANGS ARE 2'-0" FROM FACE OF  
FRAMING TYP. U.N.O.

**NOTES:**

1. HATCHED AREAS INDICATE OVERBUILT ROOF & CRICKETS, RE: STRUCTURAL
2. ALL GUTTERS & DOWNSPOUTS TO RECEIVE HEAT TAPE FOR ENTIRE LENGTH. RE: DIAGRAM ON ELECTRICAL PLANS
3. T.O. RIDGE ELEVATIONS GIVEN AT TOP OF ROOF SHEATHING
4. CONTRACTOR TO VERIFY CHIMNEY DIMENSIONS WITH FIREPLACE MANUFACTURERS' REQUIREMENTS



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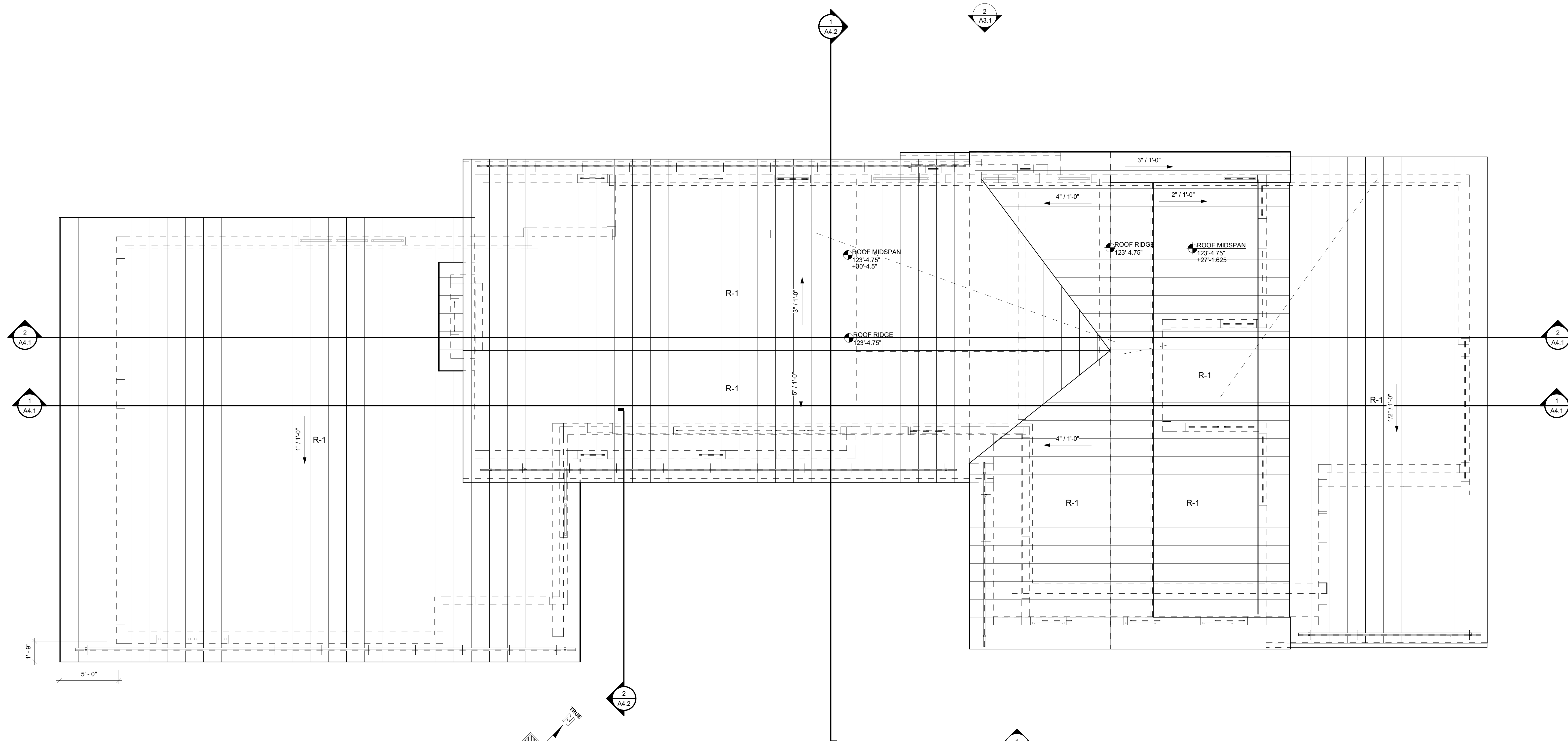
Revisions:		
No.	Description	Date

Issue Dates:  
SD - 01/26/22

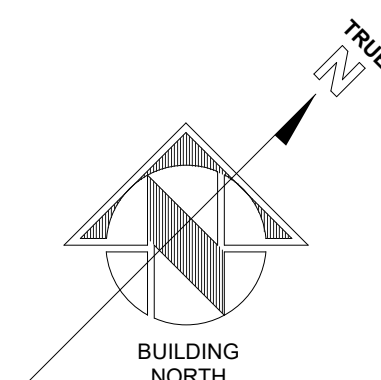
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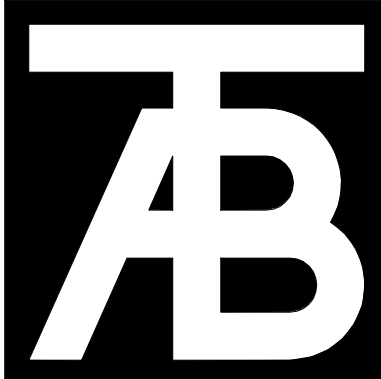
Project No:  
2120

Sheet No:  
**A2.4**



**1**  
A2.4 **ROOF PLAN**  
1/4" = 1'-0"





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**NOTES:**

**ROOF FINISH LEGEND**

- R-1 COIL COATED STANDING SEAM ROOF  
SEE SYSTEM NOTES SHEET A0.1
- COIL COATED FLASHING, GUTTERS, AND  
DOWNSPOUTS
- OVERHANGS ARE 2'-0" FROM FACE OF  
FRAMING TYP. U.N.O.

**NOTES:**

- HATCHED AREAS INDICATE OVERBUILT  
ROOF & CRICKETS, RE: STRUCTURAL
- ALL GUTTERS & DOWNSPOUTS TO  
RECEIVE HEAT TAPE FOR ENTIRE LENGTH.  
RE: DIAGRAM ON ELECTRICAL PLANS
- T.O. RIDGE ELEVATIONS GIVEN AT TOP OF  
ROOF SHEATHING
- CONTRACTOR TO VERIFY CHIMNEY  
DIMENSIONS WITH FIREPLACE  
MANUFACTURERS' REQUIREMENTS

**CLOSET NOTES:**

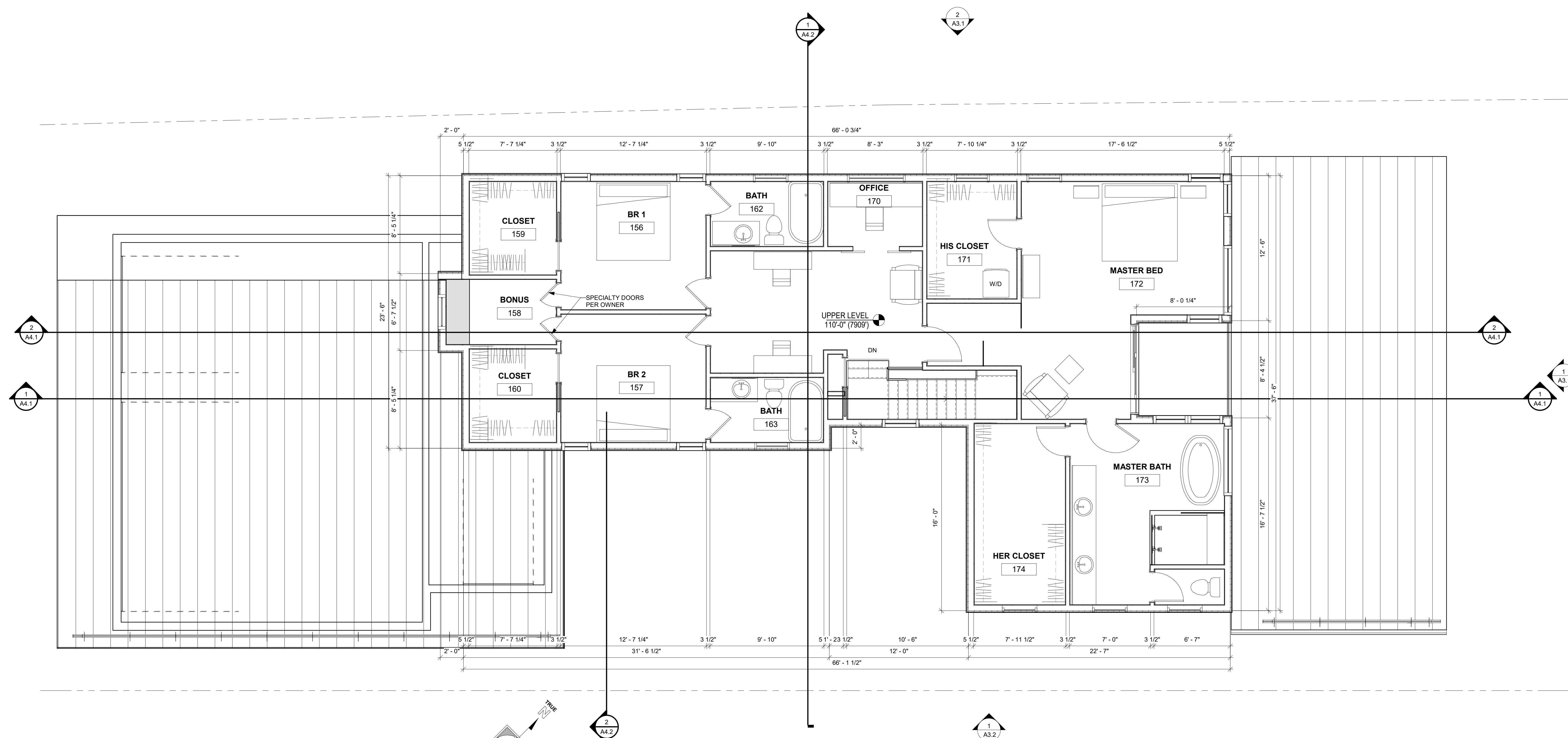
- SINGLE HANGING: DESIGNATED BY SINGLE  
DASHED LINE IN CLOSETS TO BE: 16" SHELF @ 7'-0"  
AFF, 16" SHELF & ROD @ 5'-6" AFF.
- DOUBLE HANGING: DESIGNATED BY DOUBLE  
DASHED LINE IN CLOSETS TO BE: 16" SHELF & ROD  
@ 7'-0" AFF, 12" SHELF & ROD @ 3'-6" AFF.
- SHELVES @ WALK-IN CLOSETS: 6 - 16" SHELVES @  
1'-2" OC, 1st SHELF @ 1'-2" AFF, SHELF WIDTH TO BE  
CLOSET WIDTH, LESS 4'-0" OR AS OTHERWISE  
INDICATED.
- LINEN SHELVES: 6 SHELVES, WIDTH AS NOTED, @  
1'-2" OC, 1st SHELF @ 1'-2" AFF, FULL CLOSET  
WIDTH.
- STORAGE SHELVES: 6 - 16" SHELVES @ 1'-2" OC, 1st  
SHELF @ 1'-2" AFF, FULL CLOSET WIDTH.

**GENERAL CLOSET NOTES:**

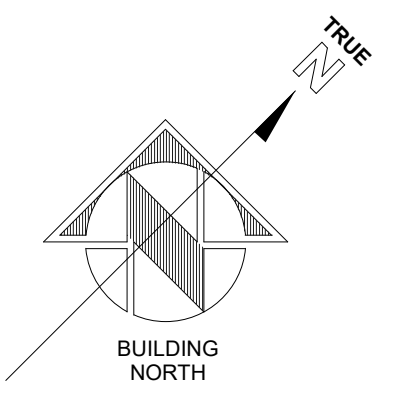
- ALL SHELVES & VERTICAL DIVIDERS TO BE AC  
PLYWOOD WITH 1/2" EDGE. SPECIES TO BE  
SPECIFIED BY DEVELOPER.
- CLEATS TO BE 1/2" CLEAR PINE.
- PROVIDE ROD SUPPORTS @ 36" OC MAX.
- ALL TO BE STAINED TO MATCH CASE & BASE.

**FLOOR PLAN GENERAL NOTES:**

- PATCH EXISTING CONSTRUCTION SCHEDULED TO  
REMAIN. REPAIRED SURFACES TO BE FLUSH WITH  
ADJACENT FINISH SURFACES. TO SAME QUALITY AS  
NEW CONSTRUCTION PRIOR TO INSTALLING NEW  
FINISHES. REFER TO THE FINISH MANUFACTURERS'  
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- PATCH EXISTING FIRE-RATED WALLS, FLOOR  
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- PATCH WALLS AT REMOVED RECEPTACLE OPENINGS  
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- PATCH AND LEVEL FLOOR SUBSTRATES TO RECEIVE  
NEW WORK AS SCHEDULED.
- COORDINATE ALL FLOOR CORE DRILLING WITH  
EXISTING.
- DO NOT SCALE DRAWINGS.
- IN ROOMS WITH FLOOR DRAINS, SLOPE CONCRETE  
SURFACE WITHIN 18" RADIUS AT 1/4" PER FOOT  
TOWARD FLOOR DRAIN, UNLESS OTHERWISE  
INDICATED.
- ALL SPOT ELEVATIONS SHOWN ON THE FLOOR PLANS  
OUTSIDE THE BUILDING RELATE TO USGS  
ELEVATIONS. ALL SPOT ELEVATIONS INSIDE THE  
BUILDING REFER TO BUILDING REFERENCE  
ELEVATIONS. NOTIFY ARCHITECT IMMEDIATELY  
SHOULD CONDITIONS BE FOUND CONTRADICTIONARY TO  
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- ALL FLOOR PLAN DIMENSIONS TO MASONRY ARE  
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- "TB" NEW CORK TACKBOARDS OR "MB" NEW  
MARKERBOARDS
- PROVIDE EXIT DOOR NUMBERS PER DOOR SIGNAGE  
SHEET AT ALL EXIT DOORS.



1 UPPER LEVEL  
A2.3 1/4" = 1'-0"



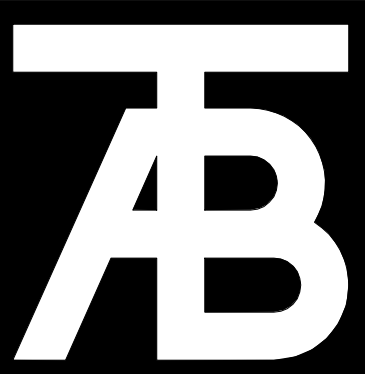
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Issue Dates:  
SD - 01/26/22

Sheet Title:  
**Upper  
Level Plan**

Project No:  
2120

Sheet No:  
**A2.3**



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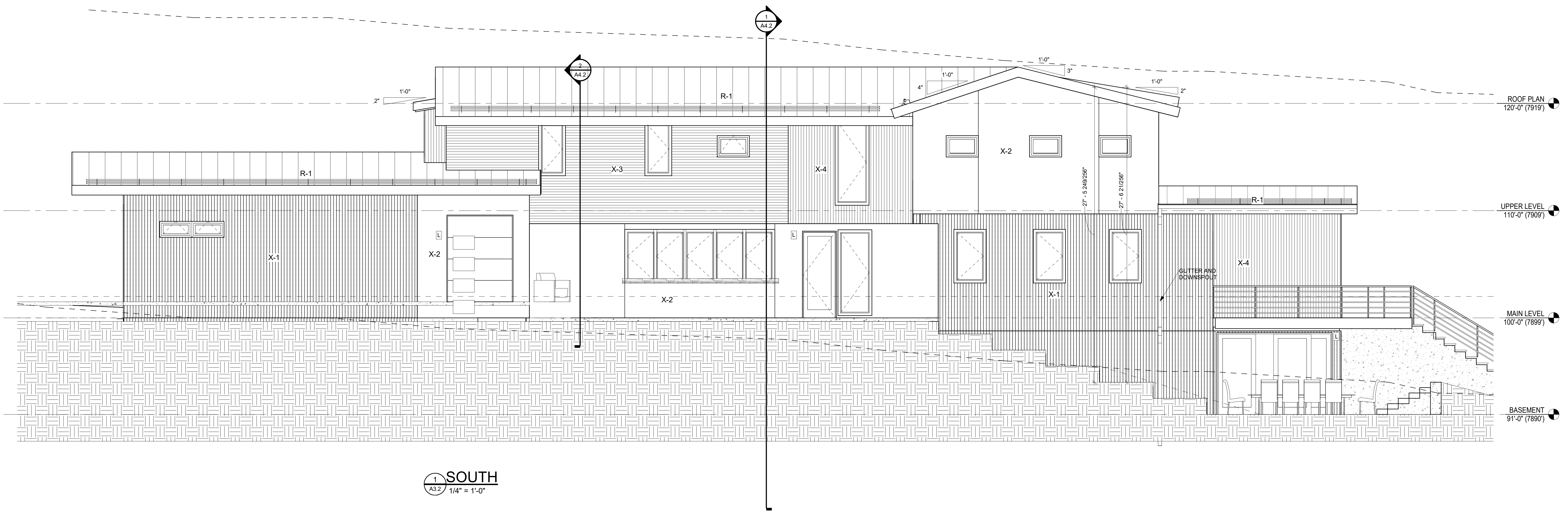
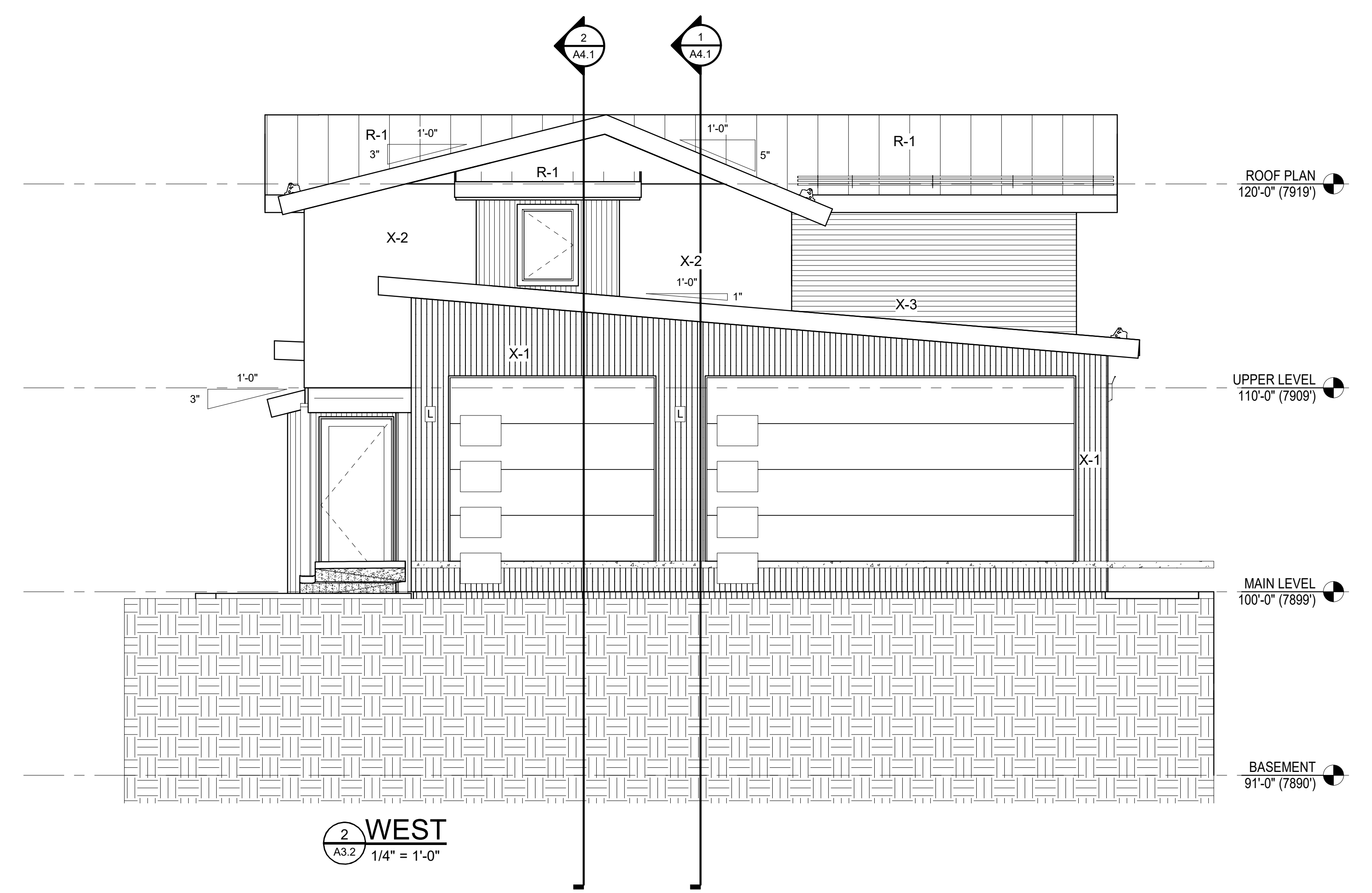
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**Exterior Elevations**

Project No:  
2120

Sheet No:  
**A3.2**

**EXTERIOR MATERIAL LEGEND:**

- X-1 NEW CORRUGATED METAL W/BLACK COLOR FINISH
- X-2 NEW STUCCO W/ INTEGRAL COLOR FINISH  
COAT SW 7508 TAVERN TALPE, SAND FINISH
- X-3 NEW HORIZONTAL HEMLOCK WOOD SIDING,  
XX STAIN
- X-4 NEW VERTICAL HEMLOCK WOOD SIDING,  
xx STAIN
- R-1 NEW STANDING SEAM METAL ROOF,  
BERRIDGE DARK BRONZE KYNAR 500



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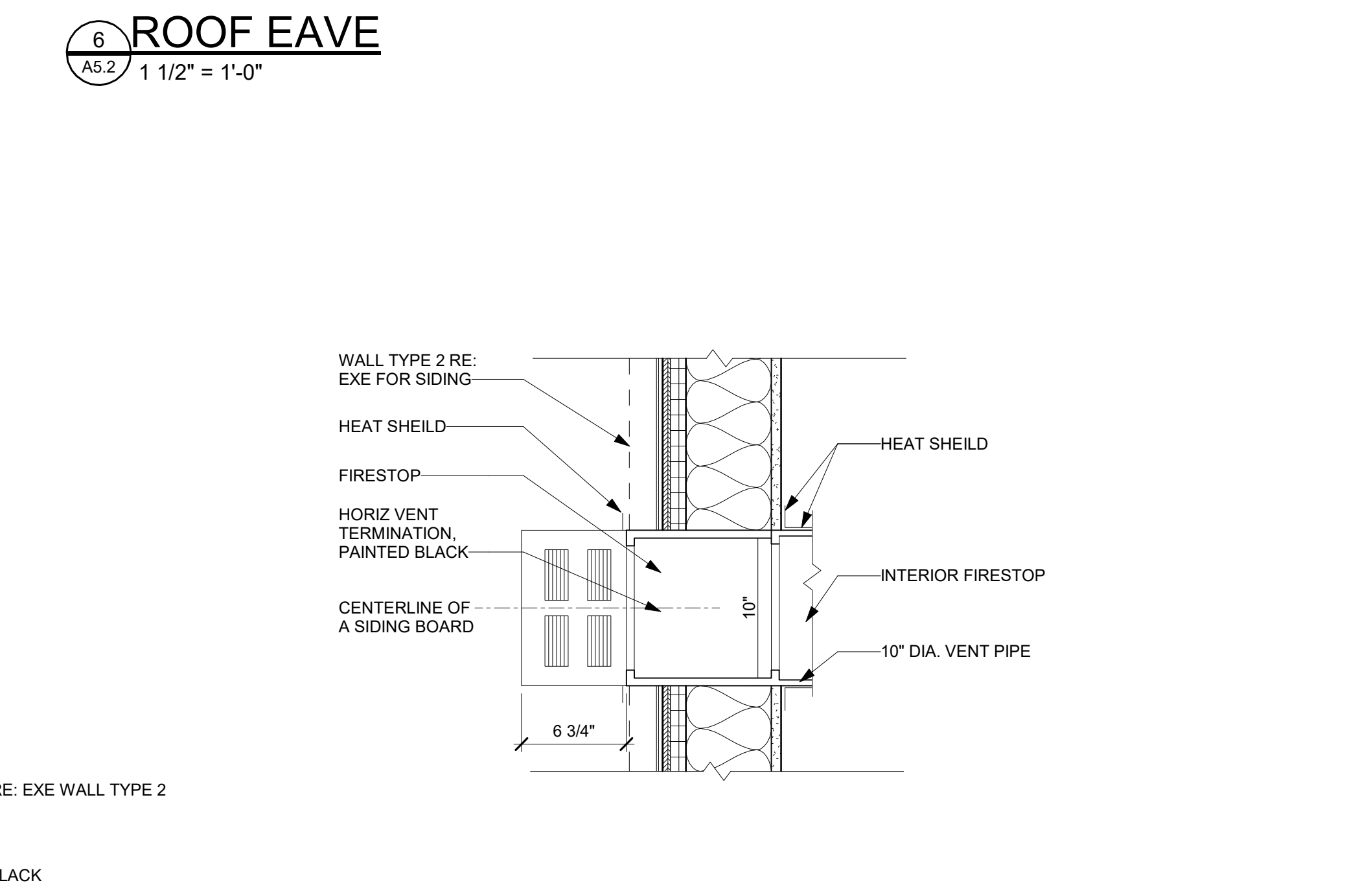
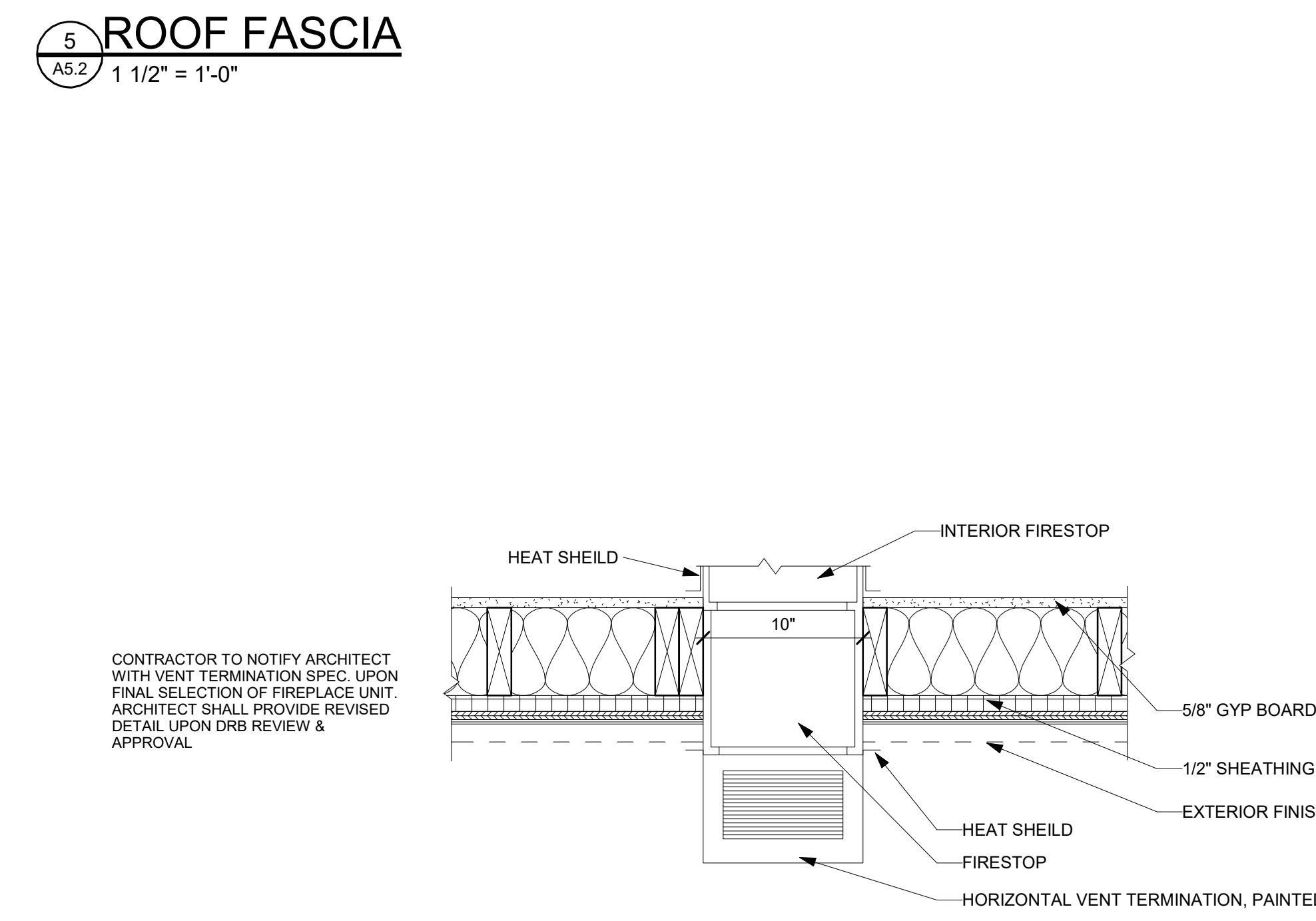
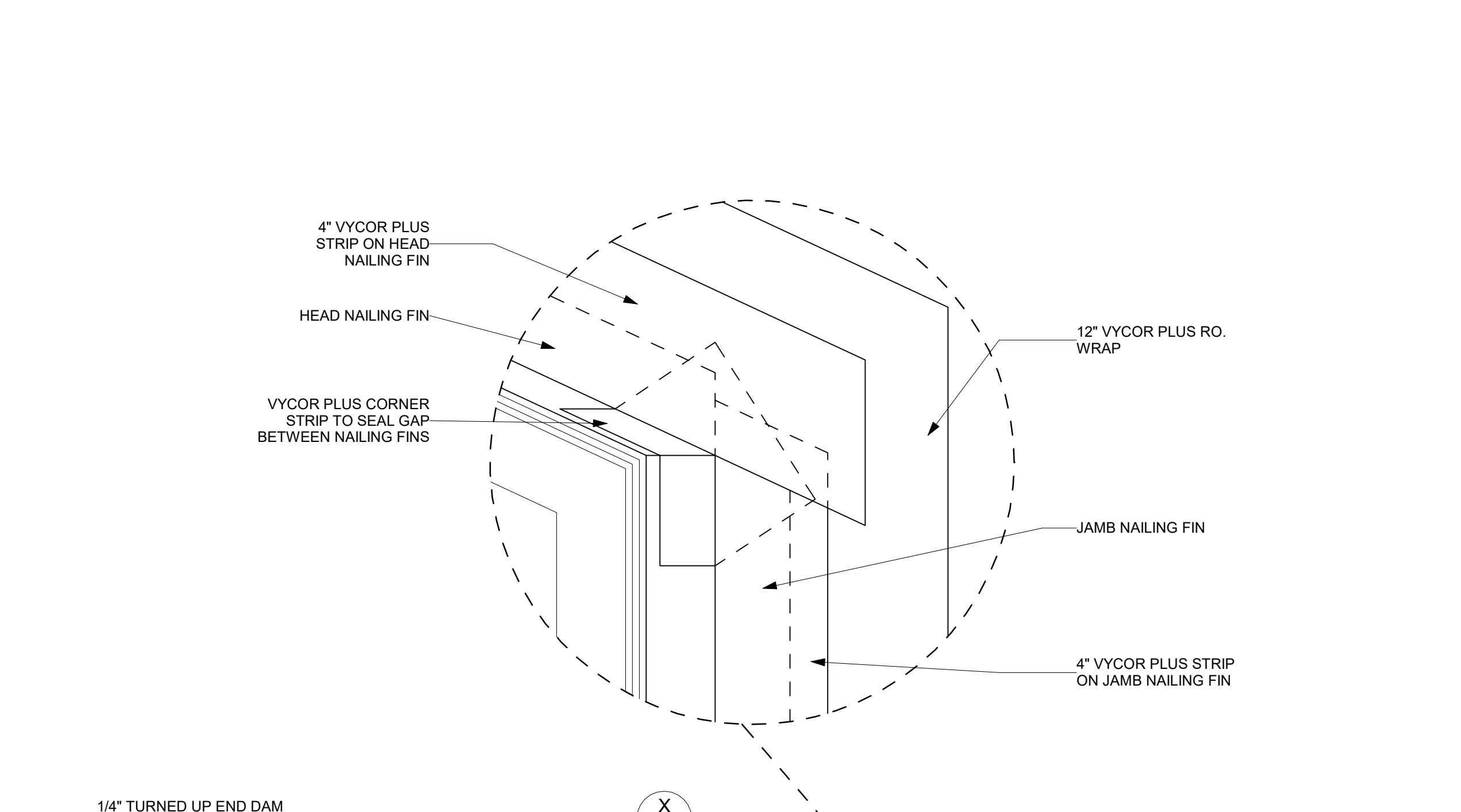
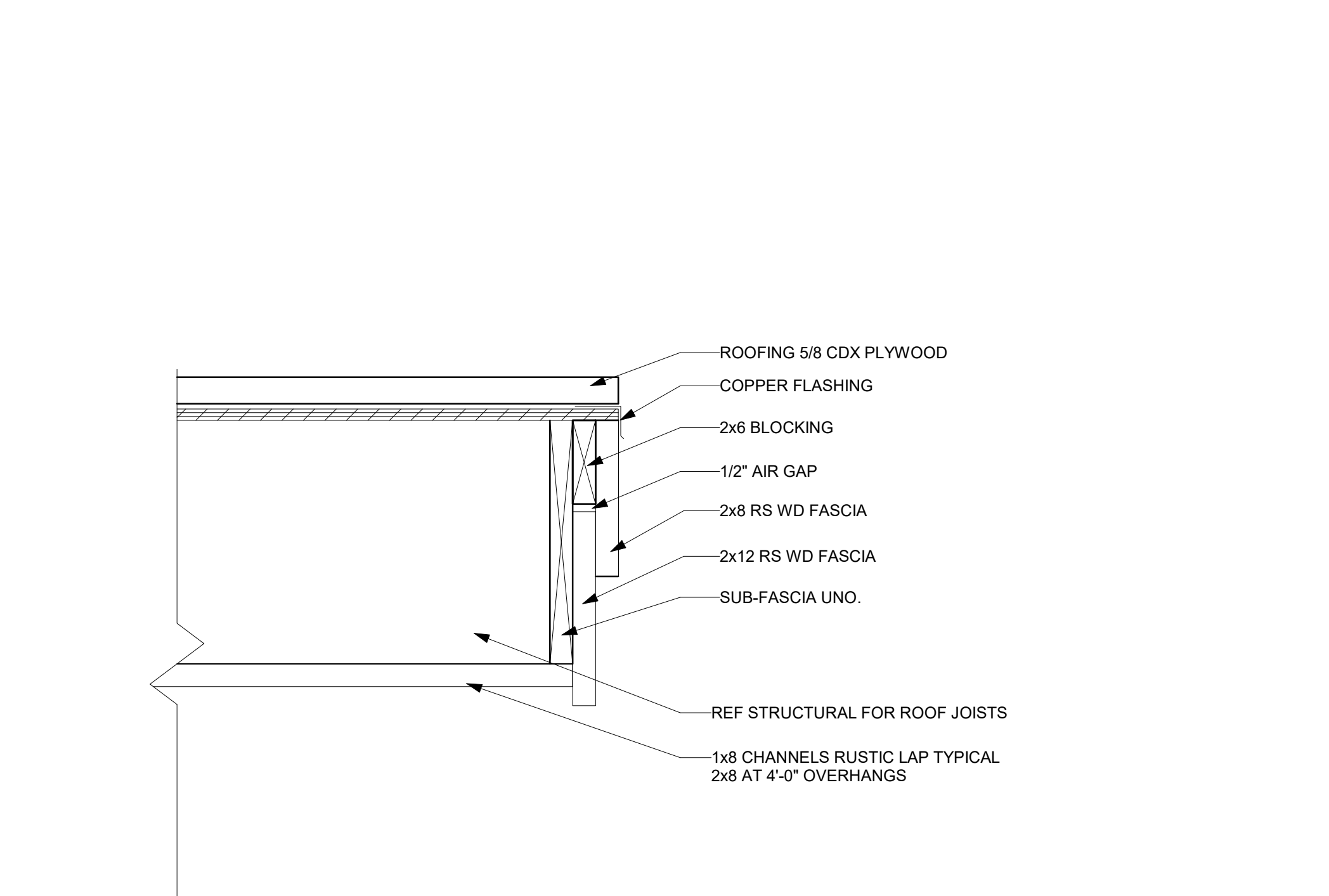
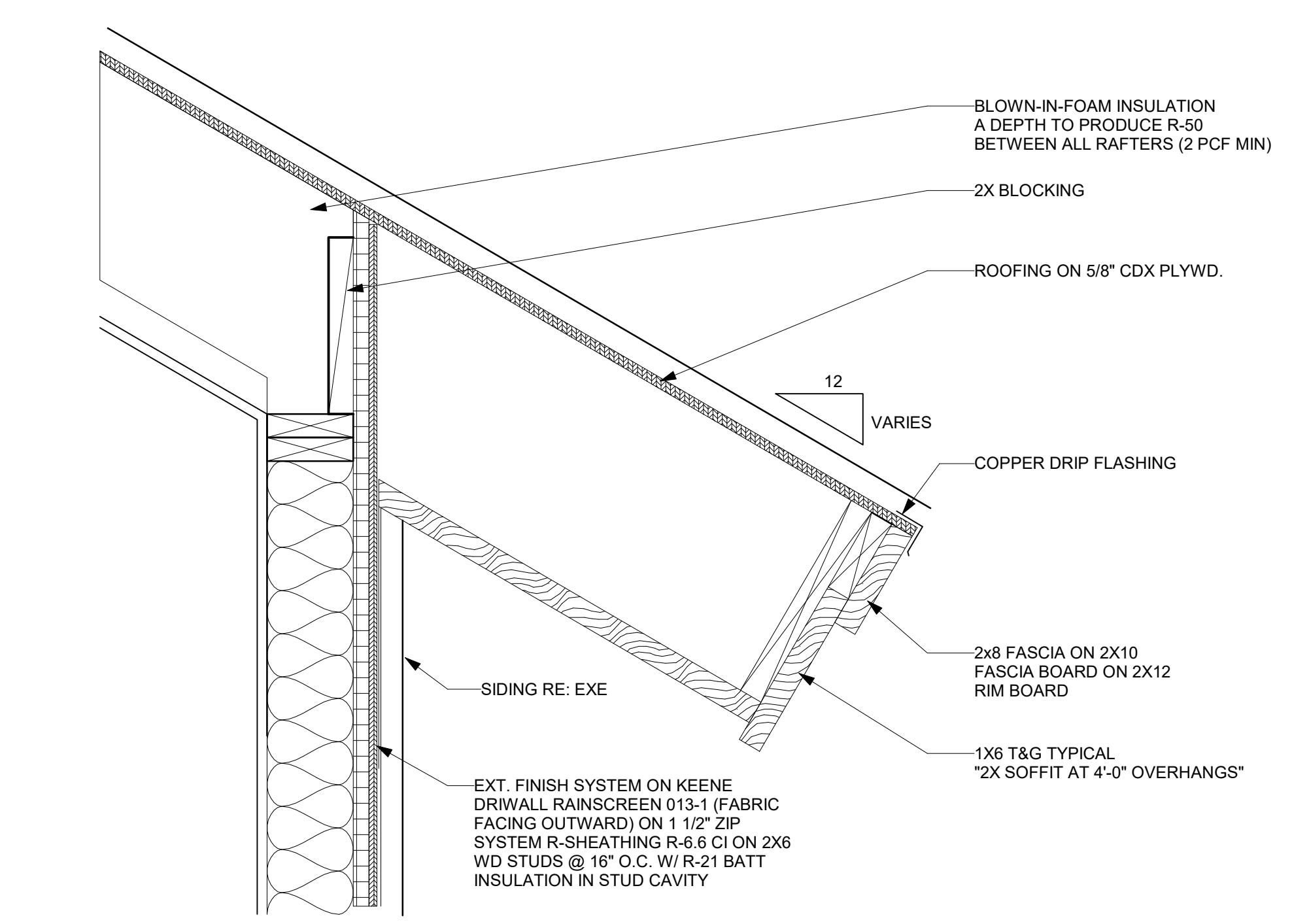
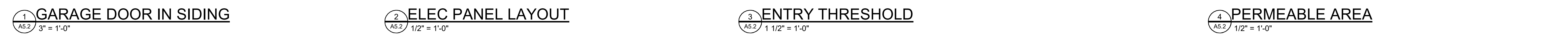
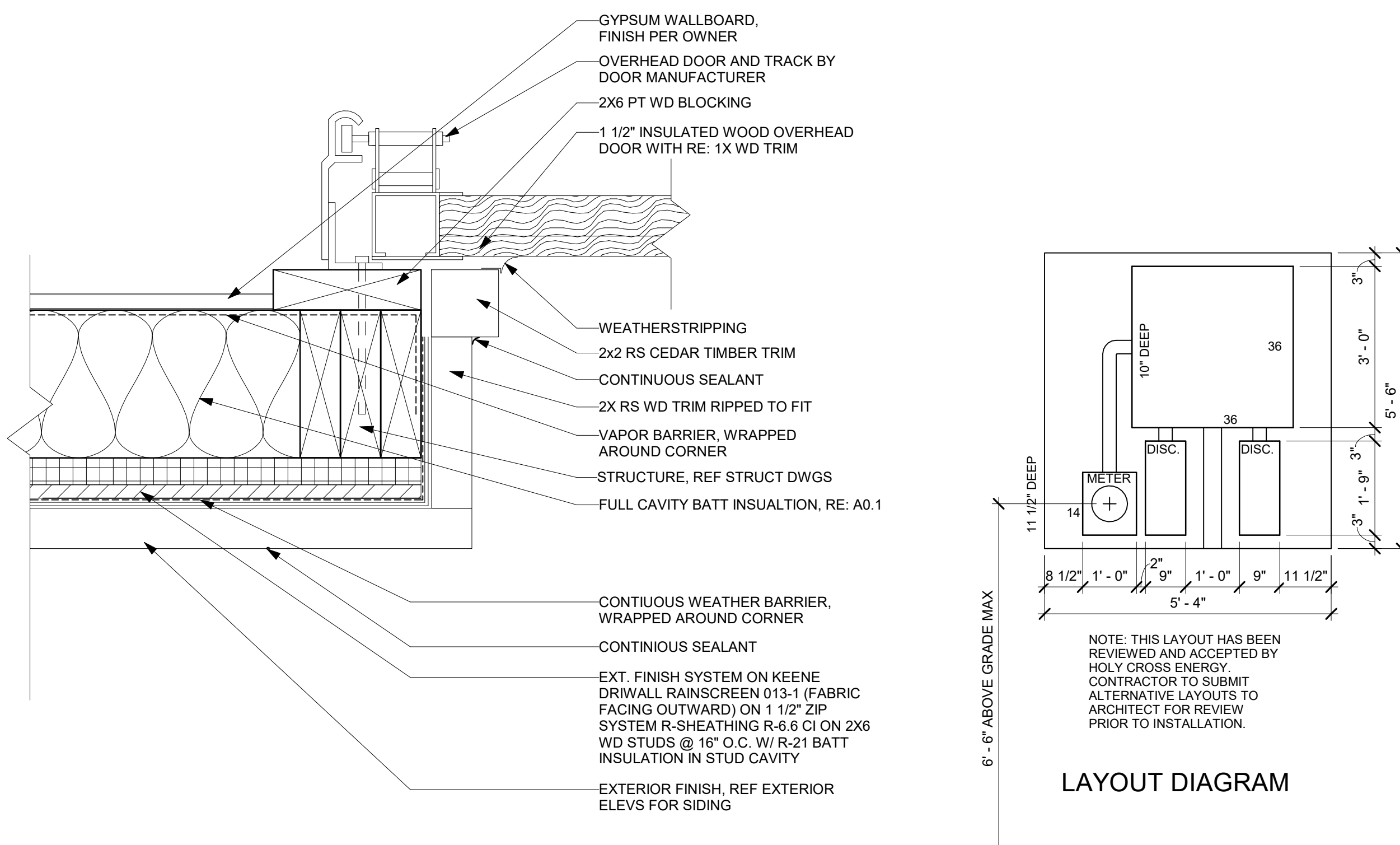
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No.	Description	Date

Issue Dates:  
SD - 01/26/22

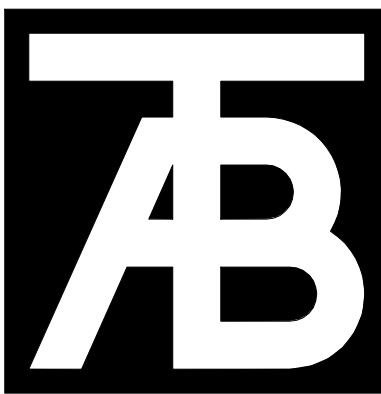
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**Details**

Project No:  
2120

Sheet No:  
**A5.2**







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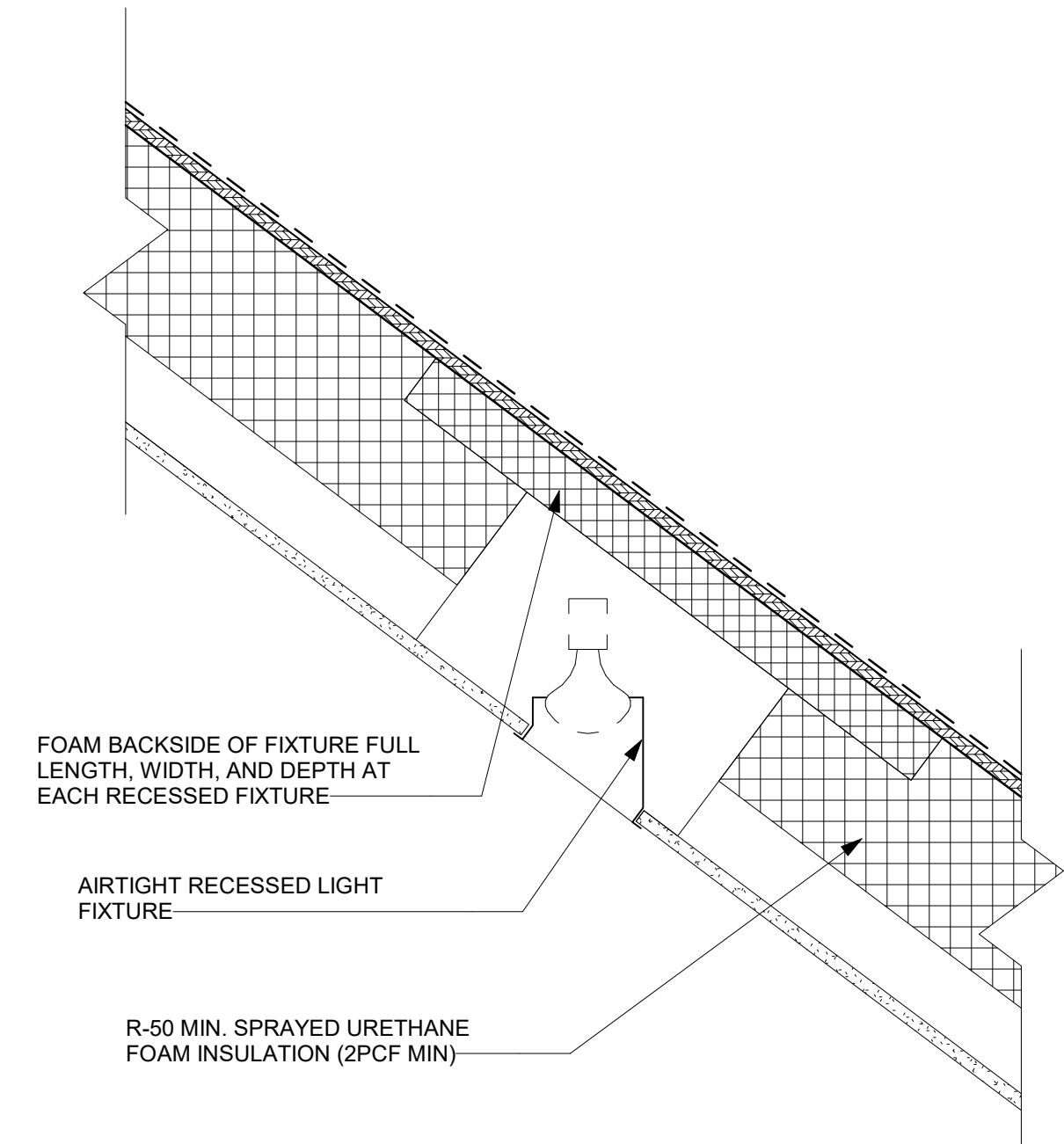
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No.	Description	Date

Issue Dates:  
SD - 01/26/22

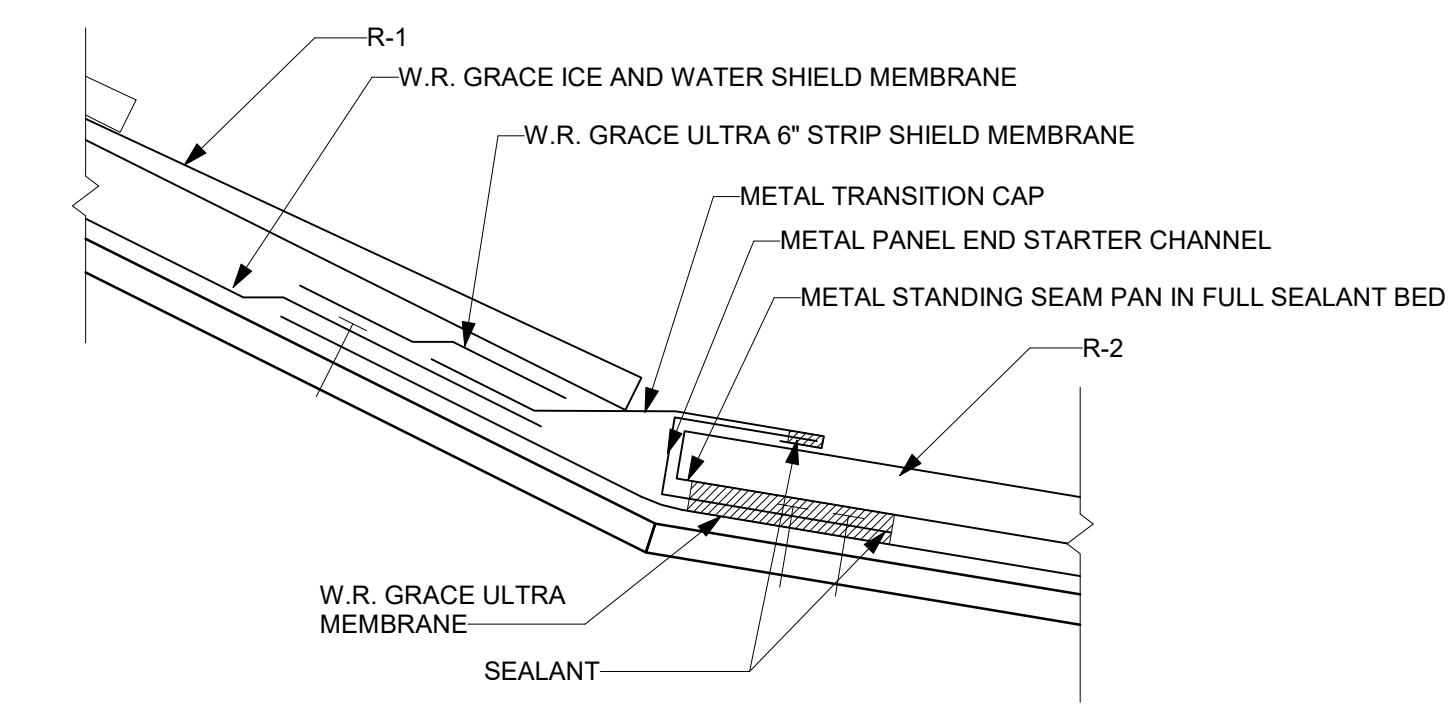
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**Details**

Project No:  
2120

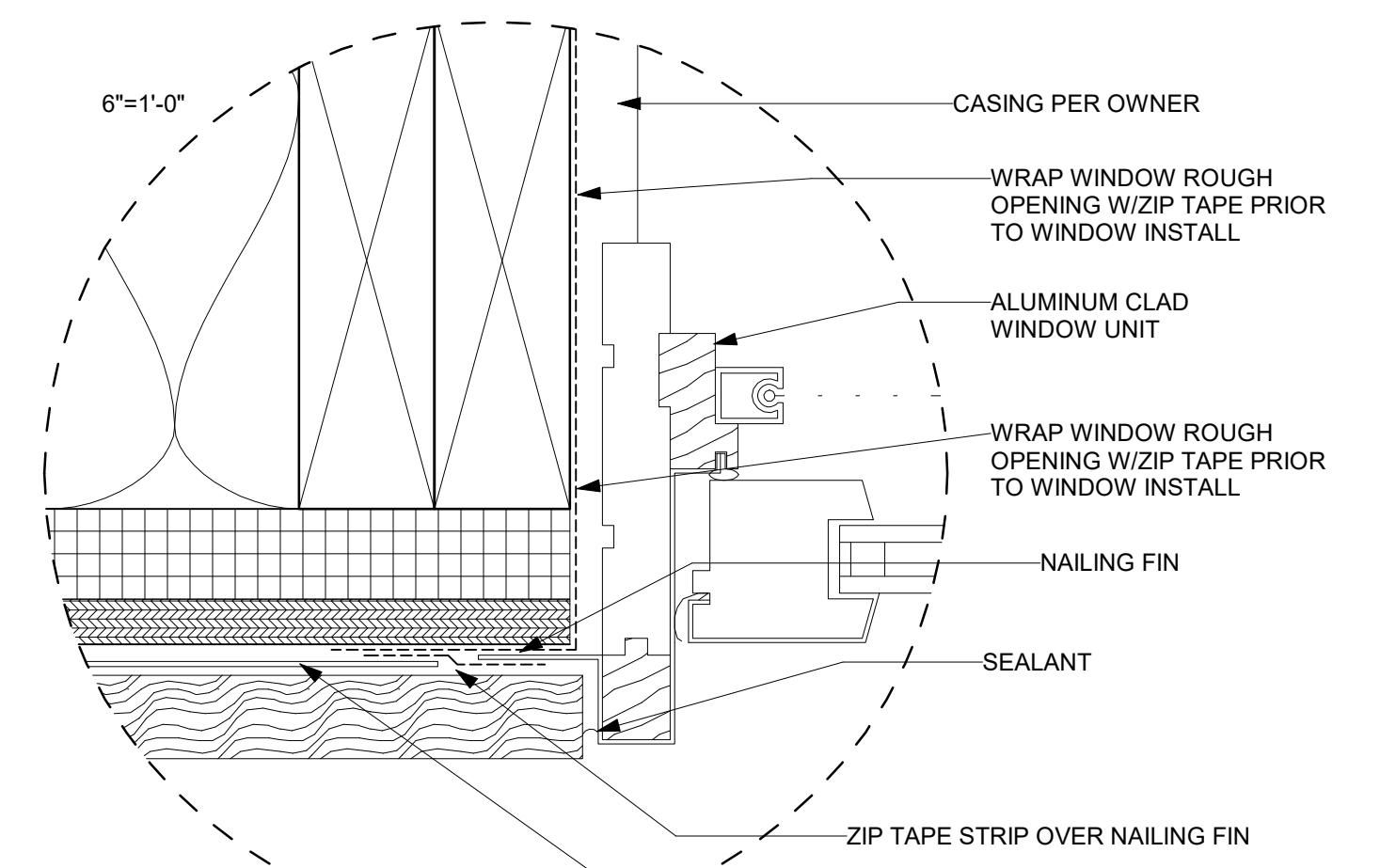
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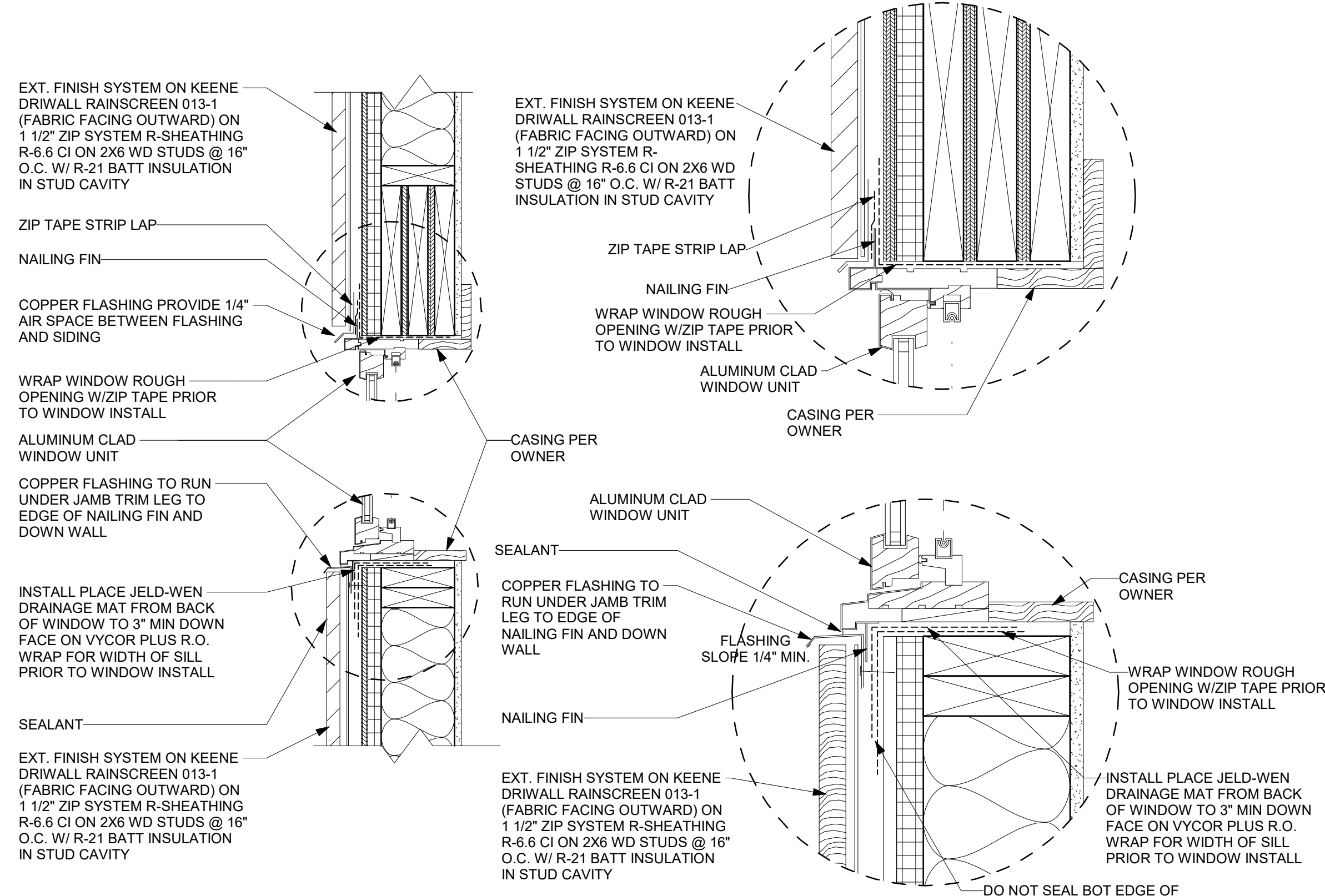
**11 RECESSED LIGHT FIXTURE**  
A5.1 1 1/2" = 1'-0"



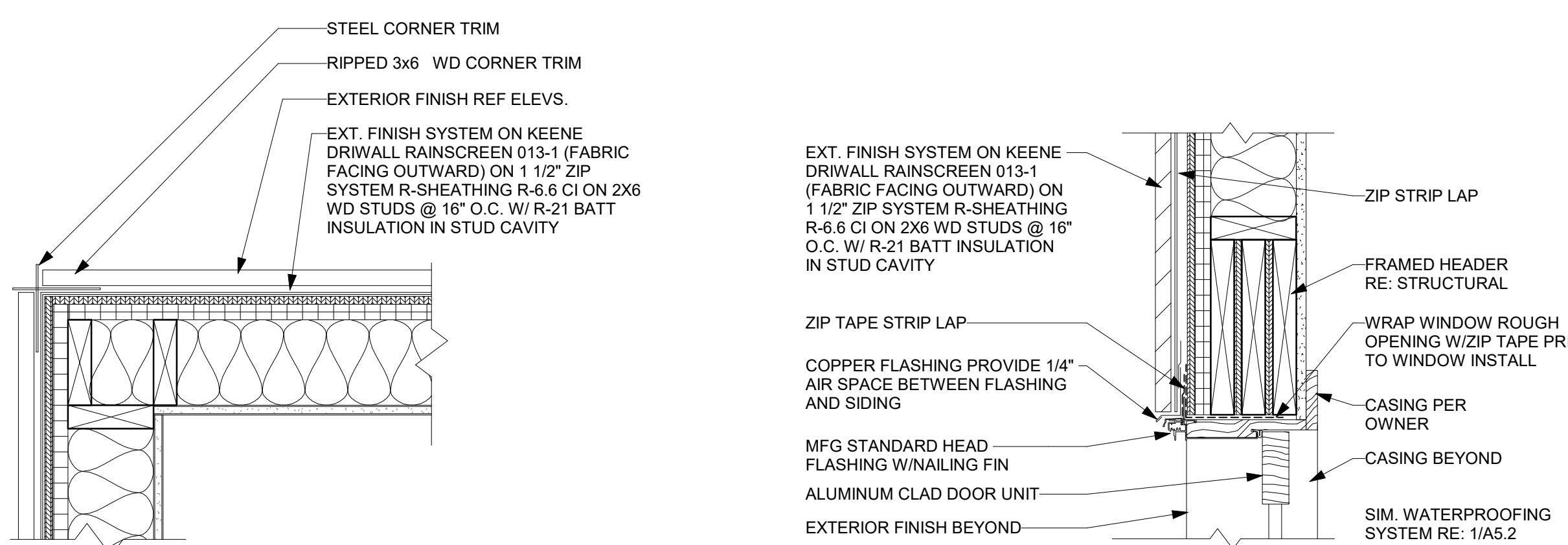
**20 PITCH TRANSITION**  
A5.1 3\"/>



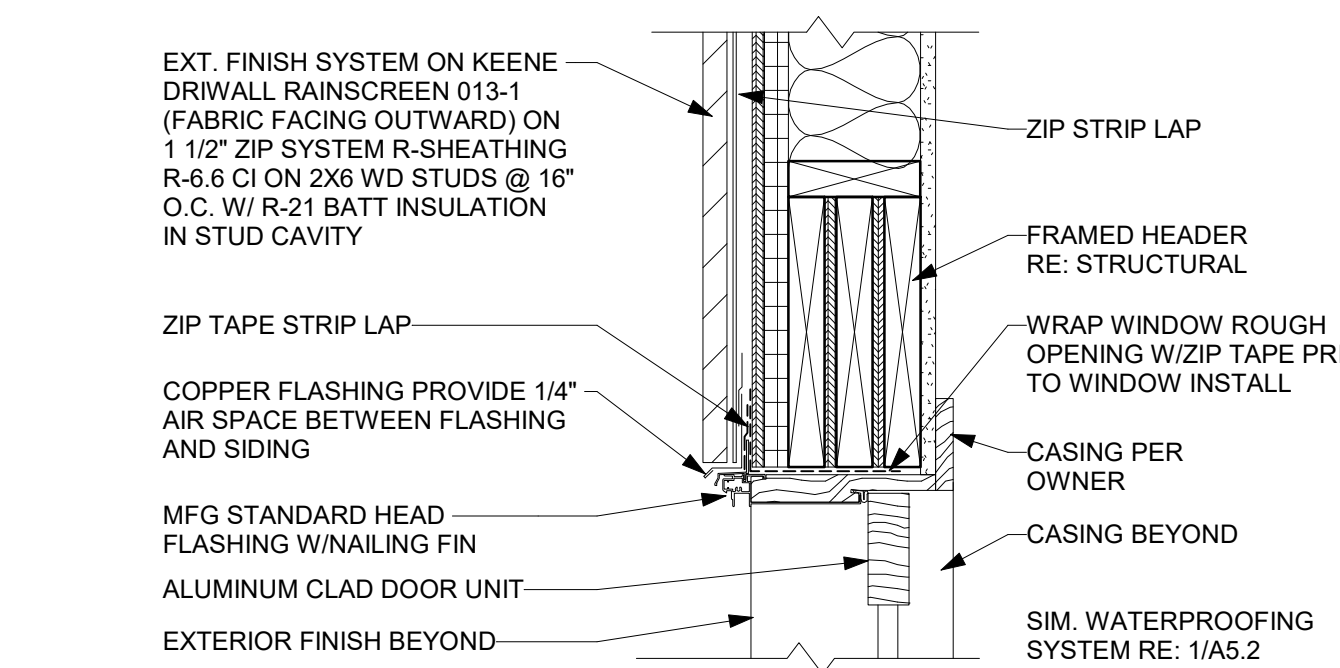
**1 WINDOW JAMB WOOD**  
A5.1 3\"/>



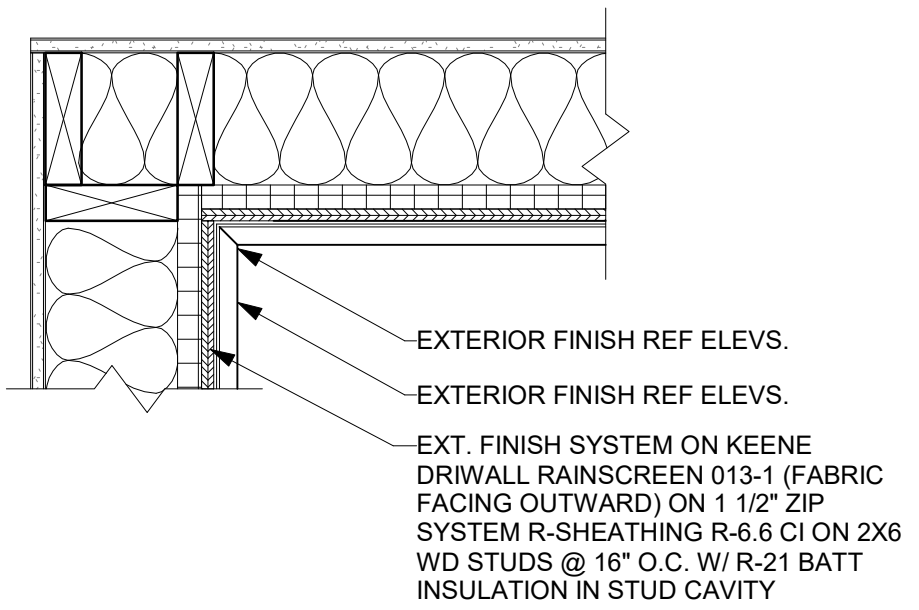
**5 WINDOW HEAD/SILL WOOD**  
A5.1 1 1/2\"/>



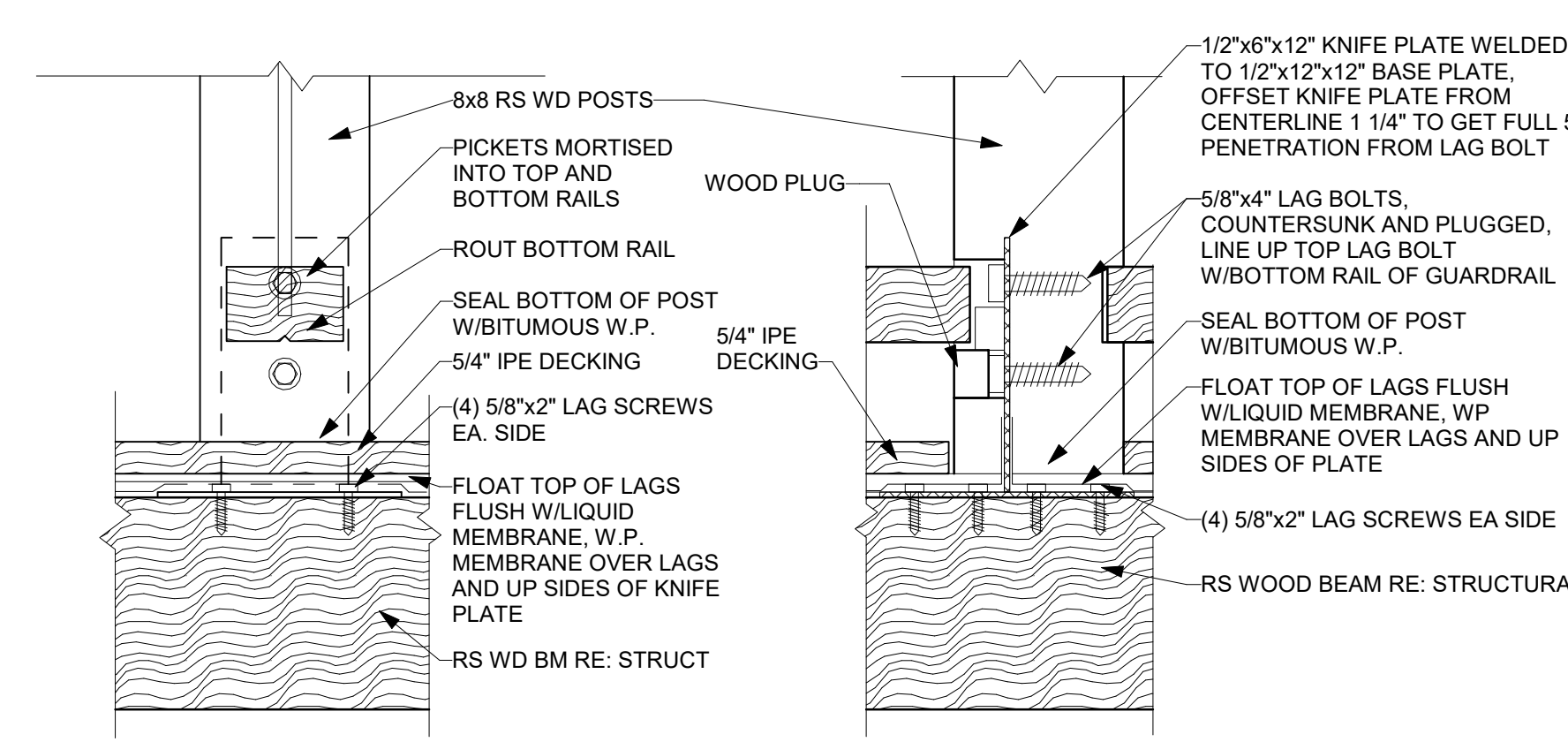
**15 EXTERIOR CORNER**  
A5.1 1 1/2\"/>



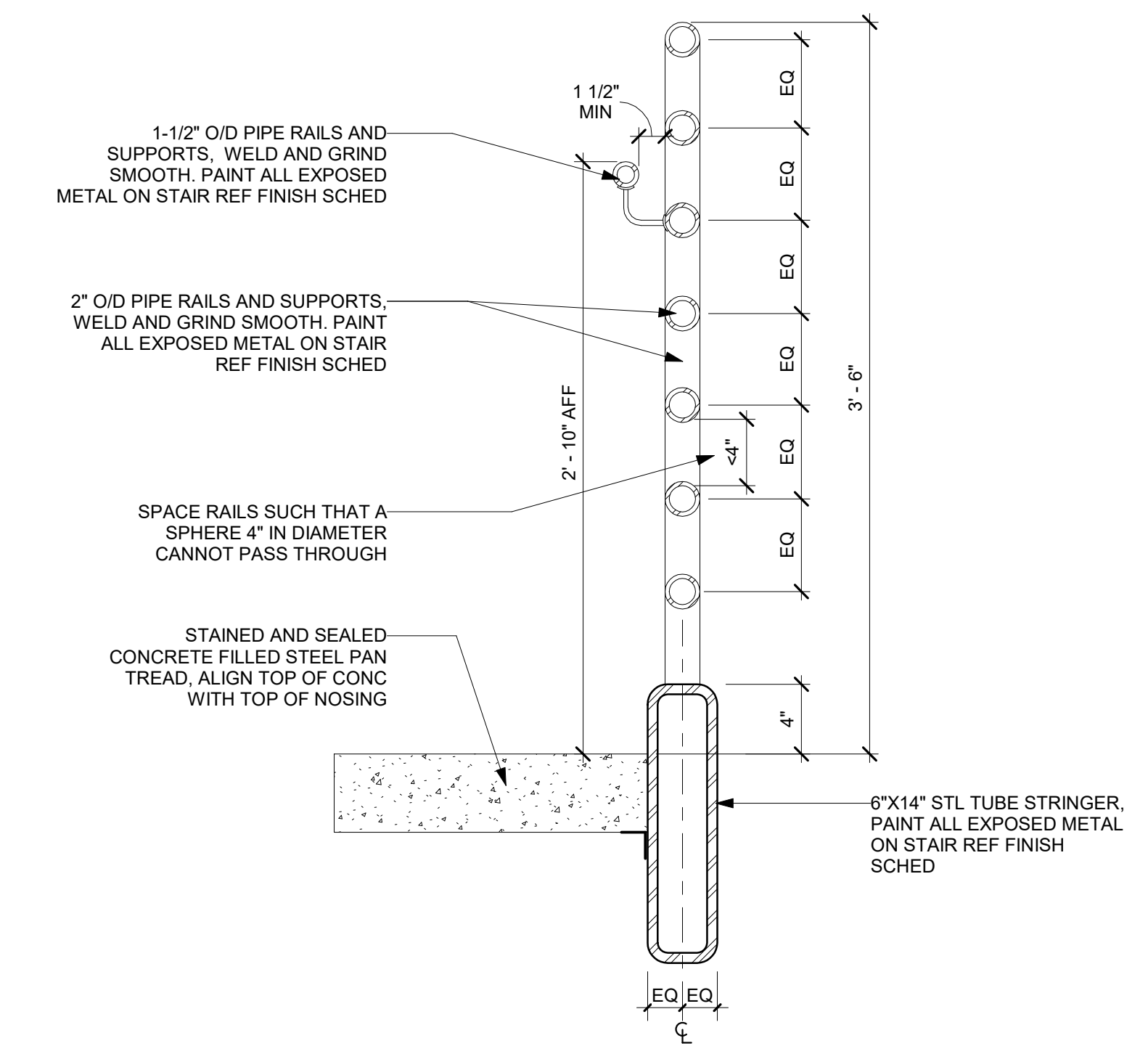
**12 DOOR HEADER IN SIDING**  
A5.1 1 1/2\"/>



**18 INTERIOR CORNER**  
A5.1 1 1/2\"/>



**9 DECK POST KNIFE PLATE**  
A5.1 1 1/2\"/>



**17 GUARDRAIL WITH HANDRAIL DETAIL**  
A5.1 1 1/2\"/>

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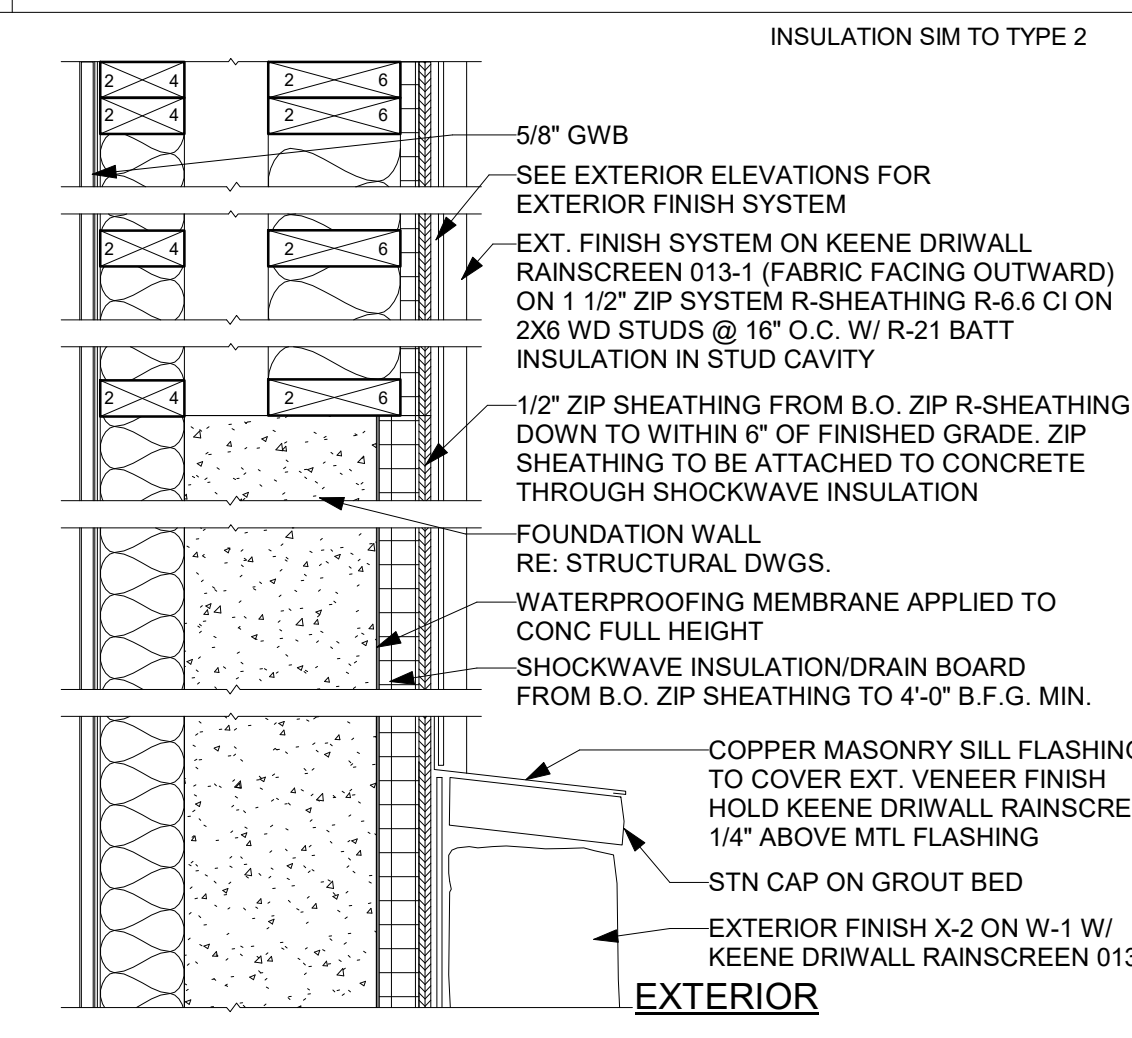
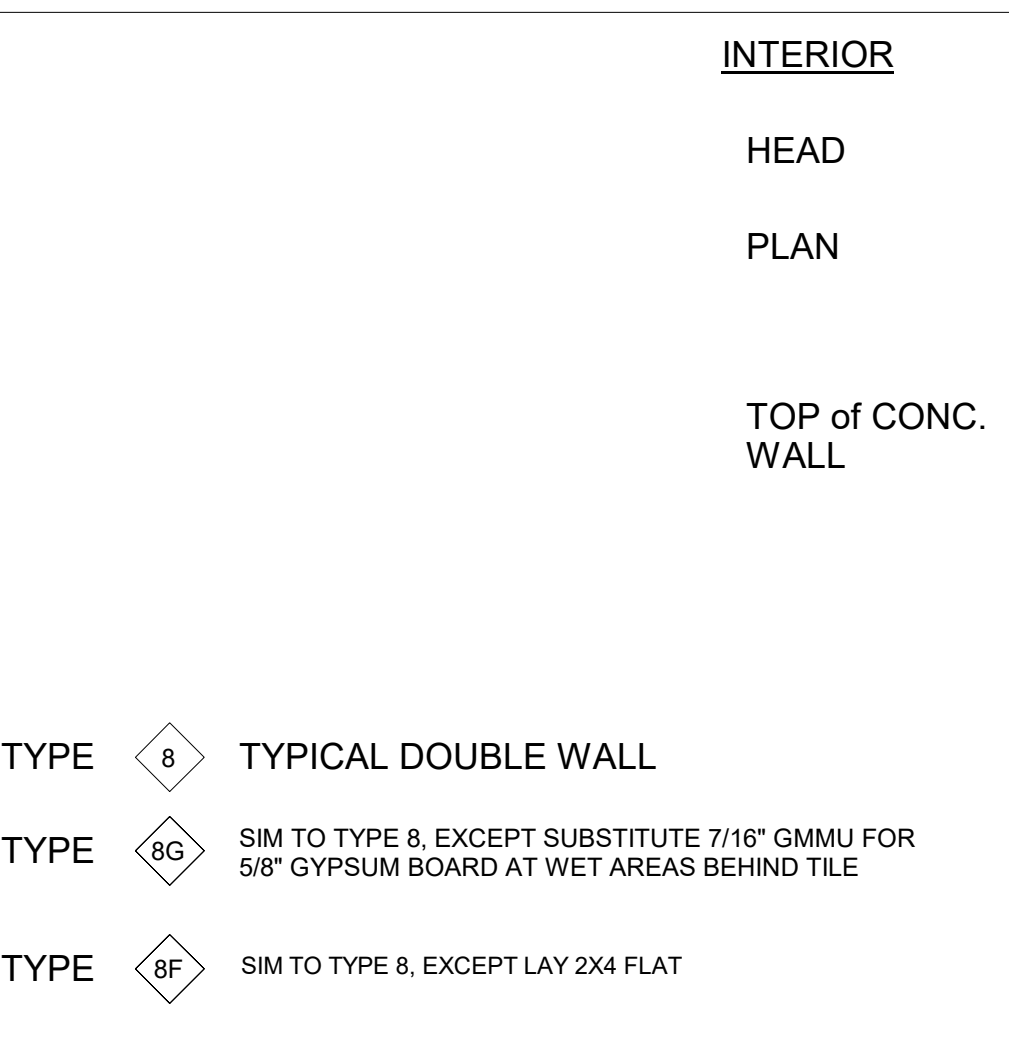
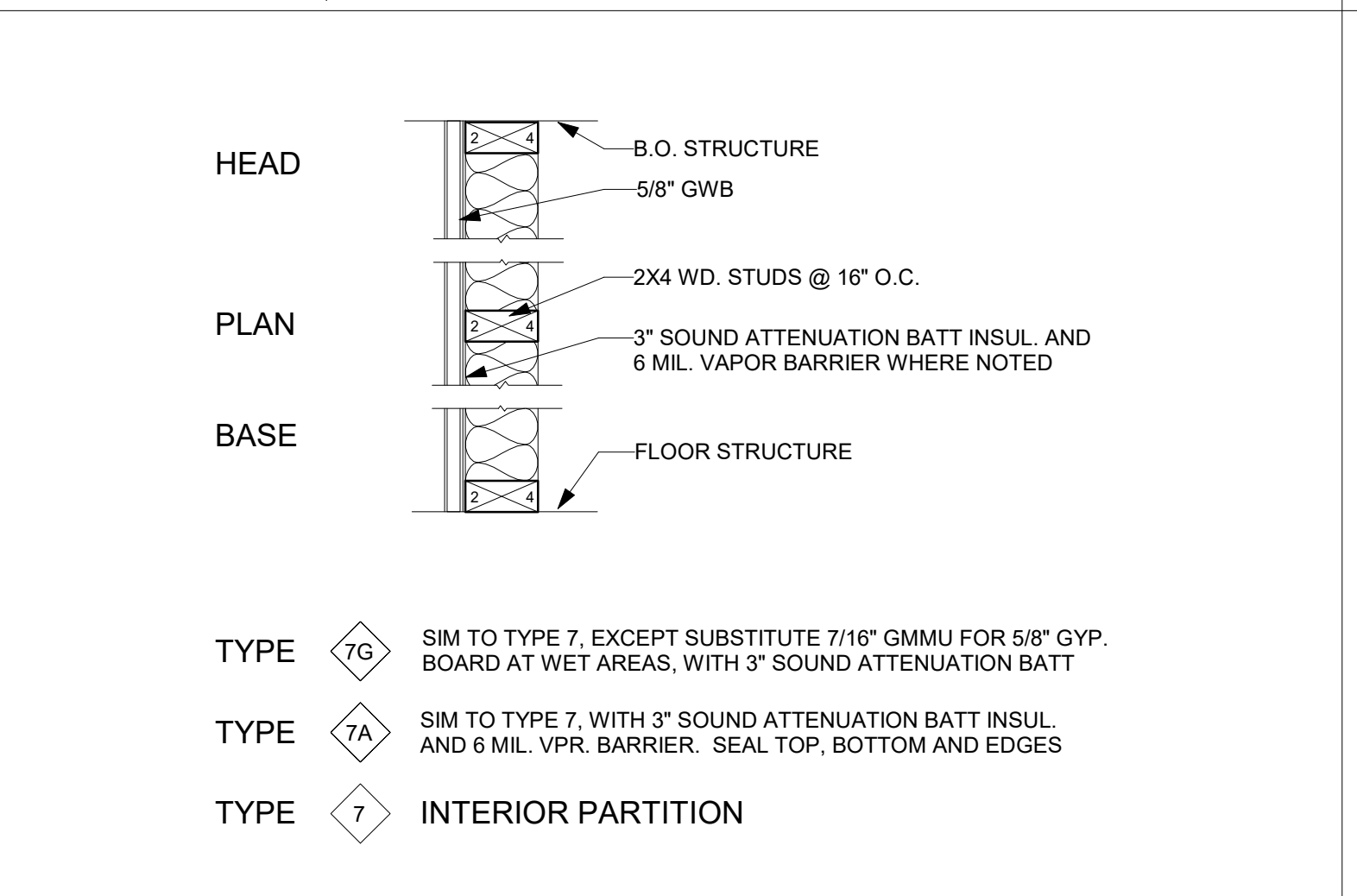
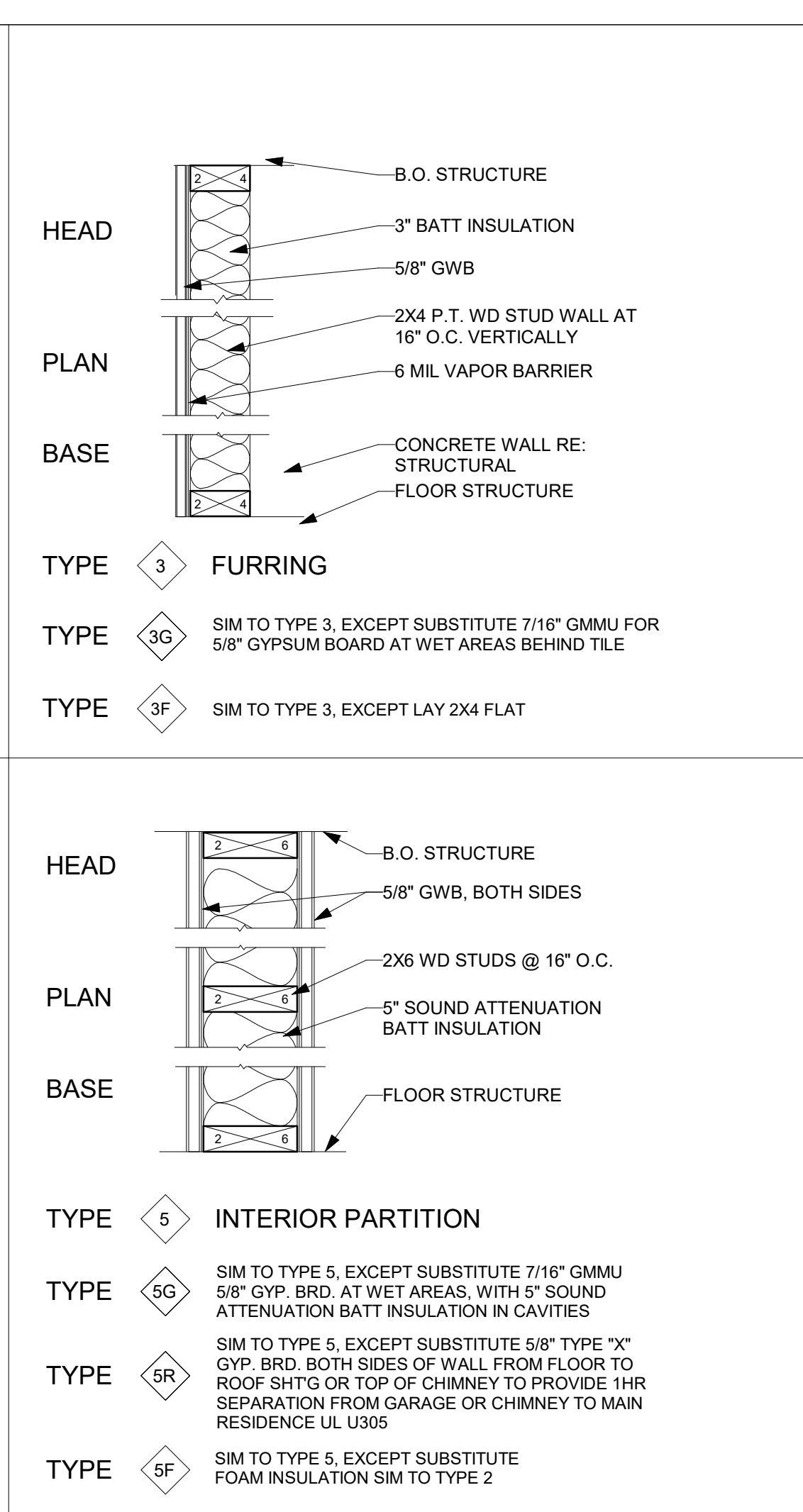
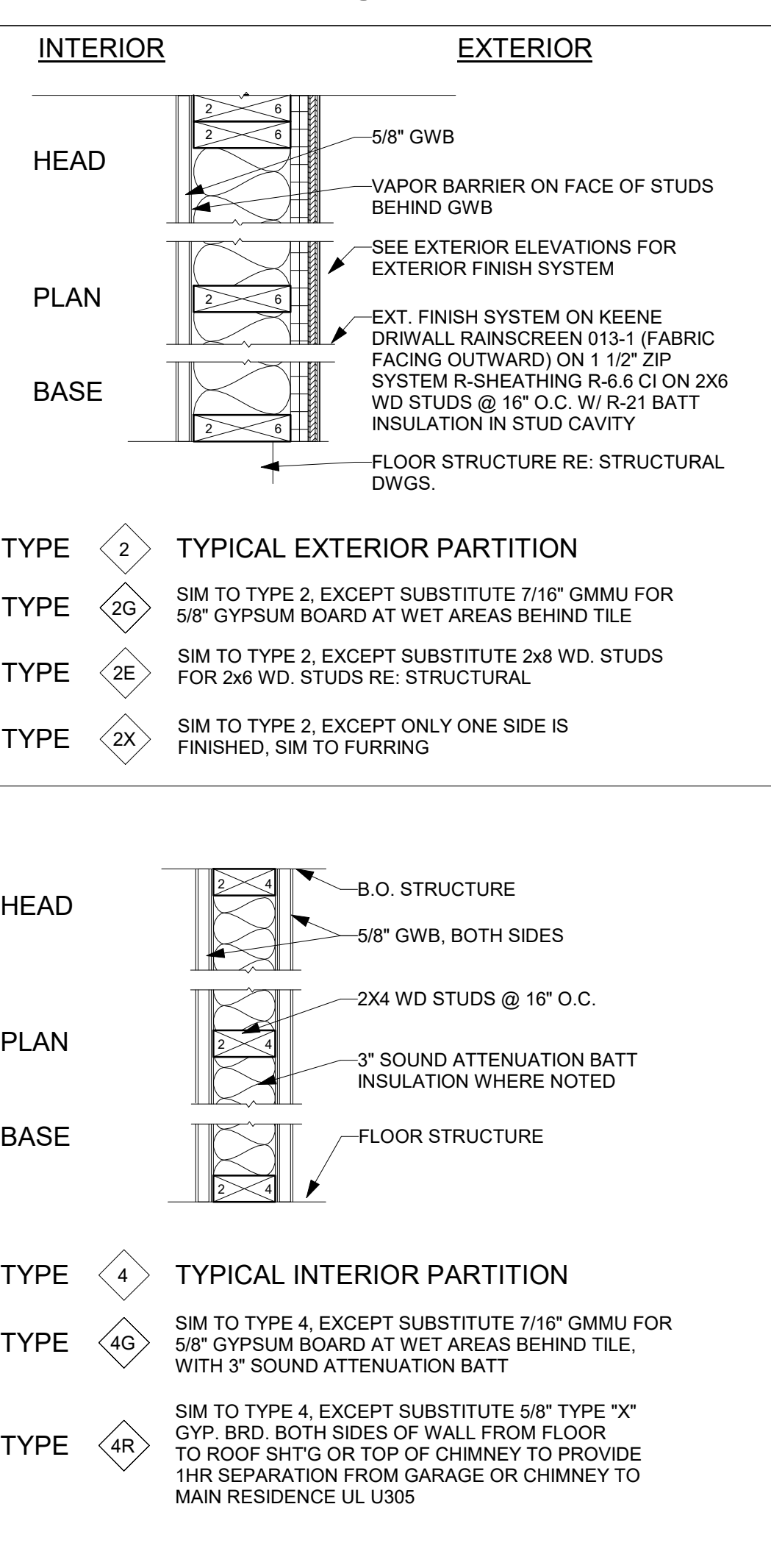
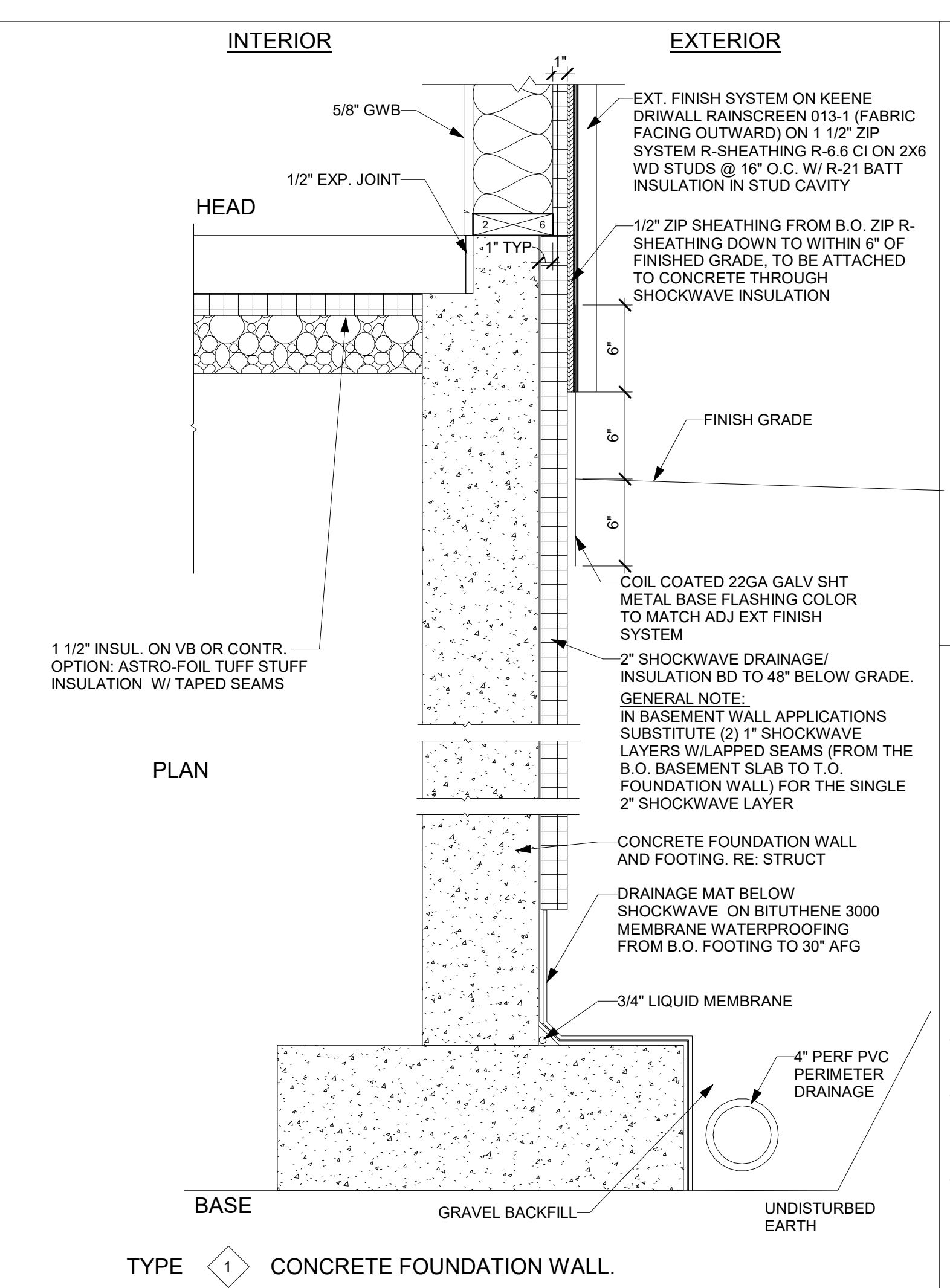
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SD - 01/26/22

Project No:  
2120

Sheet No:  
A0.1

WALL TYPES



SYSTEM NOTES

GENERAL NOTES:

- 1. Do not scale Drawings.
- 2. Dimensions are to face of stud, centerline of stud and/or face of concrete foundation walls, unless otherwise noted.
- 3. Coordinate all mechanical and electrical equipment to fit within ceiling and wall cavities/spaces.
- 4. Provide all necessary blocking in stud cavities in walls and ceilings. Locations include, but not limited to, toilet and bath accessories, wall and ceiling mounted electrical equipment, window treatments, mantels, closet rods, cabinetry, countertops and false beams.
- 5. All steel located below and exposed to grade to be coated with bituminous dampproofing.

WALL SYSTEMS:

- 1. Typical foundation walls to be Wall Type W-1.
- 2. Typical framed exterior wall to be Wall Type W-2. See Building Elevations for exterior finishes.
- 3. Typical interior partitions to be Wall Types W-4 and W-5, re: Floor Plans for locations.
- 4. Interior partitions to receive plumbing fixtures to be Wall Type W-5.
- 5. Horizontal mechanical shafts to be one-hour fire rated shaft.

FLOOR SYSTEMS:

- FLR-1 Lower Level Concrete Slabs: 5" concrete slab w/infloor heat over 1 1/2" extruded polystyrene on 6 mil. polyethylene vapor barrier on 4" min. gravel base on grade, re: structural drawings.
- FLR-2 Floor Substrate: 1 1/2" gypcrete system w/infloor heat on 3/4" tongue and groove plywood sheathing glued and nailed w/ringshank nails to floor joists, re: structural. Main Floor to have 5 1/2" sound attenuation batt insulation.
- FLR-3 Garage Floor Concrete Slab on Grade: Fiber reinforced concrete slab w/steel reinforcing on 1 1/2" extruded polystyrene (Contractor option: see Wall Type 1) on 6 mil. polyethylene vapor barrier on 4" min. gravel base on grade, re: structural drawings.
- FLR-4 Garage Floor Concrete Structural Slab: Fiber reinforced concrete slab w/steel reinforcing on floor framing RE: structural.

ROOF SYSTEMS:

- R-1 Typical Roof System: Berridge Tee-Panel Metal Seam Roof - Charcoal Grey on "W.R. Grace Ice and Water Shield" membrane, on 5/8" CDX plywood sheathing, on roof framing (re: structural), with sprayed-in foam insulation (2 pcf. min.) to achieve an R-50 minimum in just cavities. (Bluebeam Insulation 948-1155) Provide 1x6 v-groove T&G decking at exterior exposed rafters with 4" or less overhang & 2x8 T&G v-groove decking at exterior exposed rafters with overhangs greater than 4". Substitute "W.R. Grace Ultra" membrane under all copper flashing locations. Standing seam roofing to have no exposed fasteners, no horizontal seams and to have integral cap and pan. Provide two wire ribs per pan to reduce oil canning. Provide Shop Drawings to Architect for review prior to fabrication.

CEILING NOTES:

- 1. All ceilings to be 5/8" gwb, unless otherwise indicated.
- 2. Behind all ceramic tile, marble and granite substitute 7/16 gmmu for 5/8" gwb.
- 3. Provide Bituthene waterproofing membrane on 1/8" masonite behind gmmu on steam room walls and ceiling. Slope steam room ceiling 2" per foot min.
- 4. Install a 6 mil. min. vapor barrier to bottom face of roof joists at ceiling spaces. Seal vapor barrier at exterior walls to create an internal barrier to vapor permeance at the thermal envelope.
- 5. All gypsum board ceilings are to be applied directly to bottom face of joists and rafters accept on underframed areas.

PROJECT S.F.

Table with 2 columns: Category and Area. Rows include: Lower Level Living (1,549.1), Main Level Living (2,254.2), Upper Level Living (1,750.9), Total Living (5,554.2), Mechanical (72.0), Total W/O Garage (6,666.2), 3 Car Garage (1,089.4), Total W/Garage+Storage (6,735.6)

ABBREVIATIONS

Table with 3 columns: Abbreviation, Full Name, and Alternative Name. Includes entries for AMPERE, ANCHOR BOLT, ACoustical CEILING TILE, JOINT, KITCHEN, LAUNDRY, etc.

GENERAL NOTES

FRAMING NOTES:

All interior sill plates on concrete to be pressure treated. All exterior sill plates to be separated from concrete with Dow - sill seal. Any gaps greater than 1/4" to be shimmed w/ metal shims & to be foamed w/ expanding urethane. All studs to be @ 16" o.c. max., unless noted otherwise. Plywood sub-floor sheathing to be 3/4" 1 & g & to be glued & nailed with ringshank nails. Nail perimeter @ 6" o.c. & field @ 8" o.c. @ joists. All joists & rafter ends to be fully blocked, unless supported by hangers. Exterior plywood wall sheathing to be 1/2". Nail w/ 10d min. Nail perimeter @ 6" o.c. & field @ 12" o.c. Provide blocking @ all edges between studs.

INSULATION NOTES:

Insulation to be installed and expanded to its full mfr. thickness for full width of stud/joist/rafter space. Insulation to be split around electrical and interior plumbing, provide max. thickness polystyrene. Insul. for full width & ht of stud space on cold side of plumbing in ext. walls. Provide no insul. on warm side of plumbing. Vapor barrier sealant to be "Tremco-Acoustical" sealant or approved equal. Provide polystyrene board behind recessed light fixtures per detail 3/A5.1.

DRYWALL NOTES:

Drywall to be shimmed as required. Drywall to be screwed. Nails are to be used only to position boards, not to secure them. Drywall texture to be chosen by Owner/Interior Designer. Samples are to be troweled or sprayed and acceptance is to be determined by the Owner. All corners & transitions to have rounded corner trim & moulding, respectively & are to be in a straight line.

PAINTING NOTES:

Drywall to be shimmed as required. Drywall to be screwed. Nails are to be used only to position boards, not to secure them. Drywall texture to be chosen by Owner/Interior Designer. Samples are to be troweled or sprayed and acceptance is to be determined by the Owner. No joints, tape seams, screw heads or patches should be visible upon completion. All corners & transitions to have rounded corner trim & moulding, respectively & are to be in a straight line.

ELECTRICAL NOTES:

Switches - all to be mounted vertically @ 48" +/- aff, unless otherwise indicated in these documents or decided by Architect @ rough-in. Receptacles - all to be mounted @ 10" +/- aff, unless otherwise noted or otherwise decided by Architect @ rough-in. Exterior receptacles - all are to be in waterproof boxes w/ covers & to be on g.f.i. circuits. Generally, electrical devices and cover plates installed in wood or stone are to be dark brown, but Electrician is responsible for reviewing surface colors with Architect, Interior Designer and Owner for review of desired colors prior to substitution or installation. Outlets and switches to be "Decora" in type. Trim rings and baffles for recessed light fixtures mounted in wood ceilings are to be black. Trim rings and baffles for recessed light fixtures mounted in ceilings that are painted other than white or beige are to be painted to match the surrounding ceiling. Trim rings and baffles for recessed light fixtures mounted in ceilings that are painted white or beige are to be white.

METER BOX NOTES:

Meter box - meter box & disconnect shall have lockable cover. Meter, panel & disconnect - any modification to the configuration of these as required by code is the Electrical Contractor's responsibility in design & installation cost. Wire & breaker size - electrical contractor to verify exact wire & breaker sizes for equipment & lighting before running necessary wire and per current codes and regulations. Recessed light fixture: Refer to detail on 3/A5.1

PHONE LINES:

Phone lines to be 4 pair to each outlet. Provide ceiling/wall mounted speaker wiring at locations in rooms as designated by the Owner at the pre-construction meeting.

PLUMBING NOTES:

Drywall to be shimmed as required. Drywall to be screwed. Nails are to be used only to position boards, not to secure them. Drywall texture to be chosen by Owner/Interior Designer. Samples are to be troweled or sprayed and acceptance is to be determined by the Owner. No joints, tape seams, screw heads or patches should be visible upon completion. All corners & transitions to have rounded corner trim & moulding, respectively & are to be in a straight line. Hot water should be on an insulated hot water recirculation line and pump. Plumbing fixtures and fittings to be chosen by Interior Designer or Owner. Even if not specified, all accessory fittings on a plumbing fixture are to be the same finish as the main fitting or adjacent fitting itself. I.E.: toilet trap levers, supply valves, lines and escutchcons are to match adjacent sink faucets. Water Filtration system, if specified by Owner, to be design/build. Detailed location of all equipment to be coordinated with Architect.

MECHANICAL NOTES:

Bathroom tile areas to receive electric mat heating. Thermostats are to be digital with 24-7 setback capabilities. Submit design build plans to Architect and Owner for review and coordination.

FIRE SUPPRESSION NOTES:

Fire Suppression system to be design/build. Detailed location of all headers and piping to be submitted to Architect for review. Fire Sprinkler head covers should be factory painted to match the ceiling surface color in which they are to be installed. Dark bronze covers in wood ceilings and white covers in light color painted drywall ceilings are acceptable alternatives. Requests for alternatives are to be submitted to the Architect, Interior Designer and Owner for review prior to substitution or installation.

DATUM REFERENCE  
DATUM REFERENCE FOR THIS PROJECT IS THE MAIN FINISH FLOOR LEVEL  
T.O. GYPCRETE = EL. 100'-0" ON ALL OTHER DRAWINGS EQUALS 7552' ON SITE PLAN  
COPYRIGHT

The drawings, specifications and other documents prepared by the Architect (TAB Associates, Inc.) for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided in writing, the Architect shall be deemed the sole and exclusive author of these documents and shall retain, without limitation, all common law, statutory and other reserved rights, including the copyright hereof. No person, whether having come into possession hereof or otherwise, shall use these documents on any other project, nor for additions to this Project nor for the completion of this Project by others, unless with the prior express written consent of the Architect and upon appropriate compensation to the Architect in an amount and kind satisfactory to the Architect. The Architect expressly claims all proprietary rights in the material which is used in confidence for design and/or construction purposes of this Project as noted. These materials may not be copied, modified, nor employed in any way without the specific prior written consent and permission of the Architect. TAB Associates, Inc. All rights reserved. If this project is photographed for any reason (sales, developer and contractor brochures included), the photographer is to provide TAB Associates, Inc. with all images for use by TAB Associates, Inc. for its website (www.tabassociates.com) only. If TAB Associates, Inc. desires to use any image in an advertising publication (magazine or magazine insertion), TAB Associates, Inc. will pay the photographer a reasonable fee for such use.

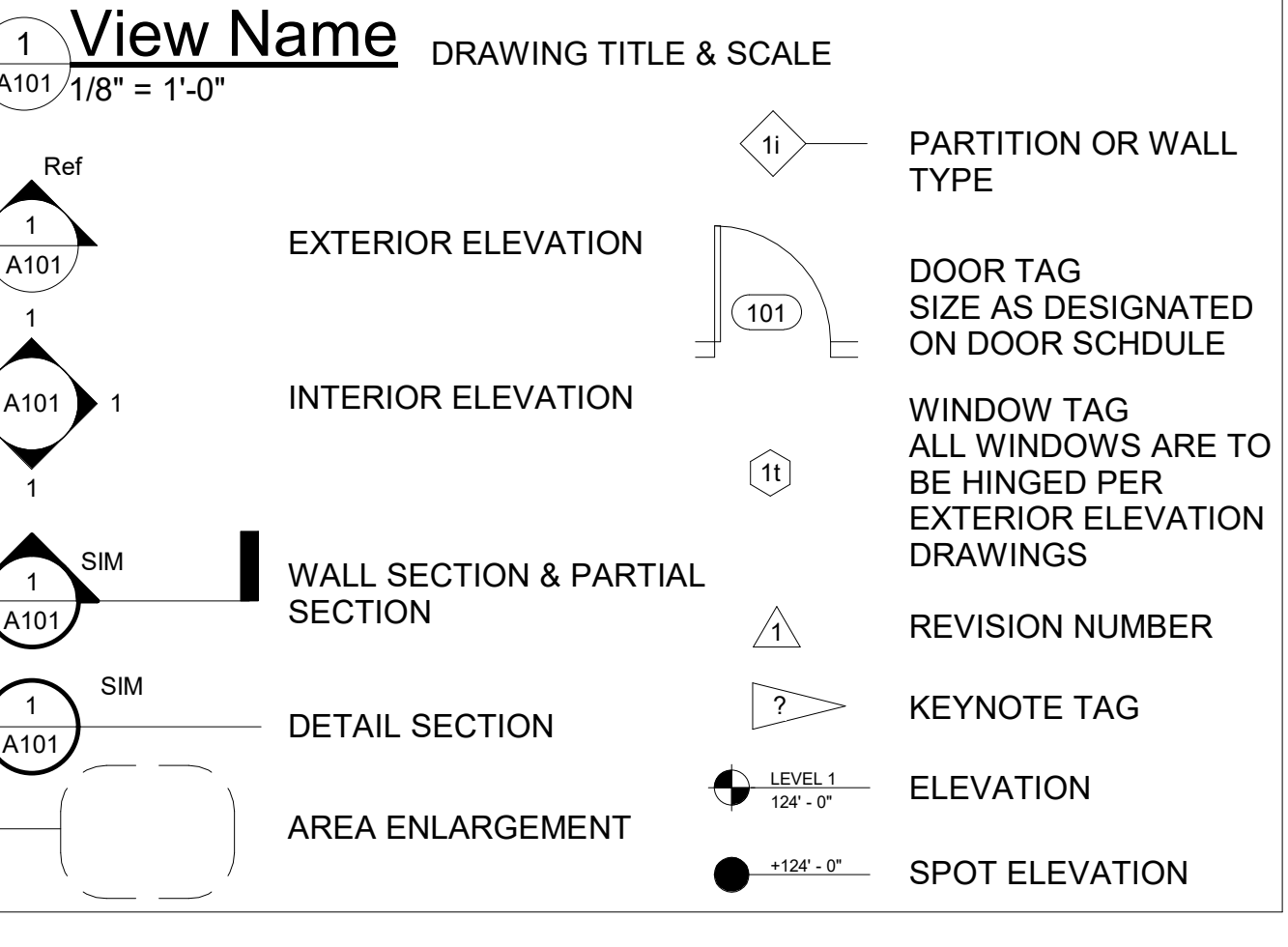
DRAWING INDEX

Sheet List table with 2 columns: Sheet Number and Sheet Name. Rows include: A0.0 Cover, A0.1 Index Sheet 30x42, C1.0 Survey, A1.0 Demo Site Plan, A1.1 Site Plan, A1.2 Landscape Plan, A2.1 Lower Level Floor Plan, A2.2 Main Level Floor Plan, A2.3 Upper Level Plan, A2.4 Roof Plan, A3.0 Initial 3D, A3.1 Exterior Elevations, A3.2 Exterior Elevations, A4.1 Building Sections, A4.2 Building Sections, A5.1 Details, A5.2 Details

PROJECT DIRECTORY

Table with 3 columns: Role, Name, and Contact Information. Rows include: OWNER (RHONDA WOODRUFF), CONTRACTOR (OWNER/BUILDER), ARCHITECT (TAB ASSOCIATES, INC.), STRUCTURAL ENGINEER (JOHN SMITH), SOLS ENGINEER (JOHN SMITH), MECHANICAL ENGINEER (DESIGN BUILD)

SYMBOLS





**Minturn Planning Department**  
Minturn Town Center  
302 Pine Street  
Minturn, Colorado 81645



**Minturn Planning Commission**  
Chair – Lynn Teach  
Jeff Armistead  
Elliot Hovey  
Chris Manning  
Tom Priest  
Jena Skinner

**To:** Planning Commission  
**From:** Madison Harris, Planner I  
**Date:** January 21, 2022  
**Re:** Pergola Installation at Minturn’s Bike Park

---

The Town of Minturn and Vail Valley Mountain Trails Alliance (VVMTA) requests review of a pergola structure to be constructed at Minturn’s Bike Park. Per the Applicant’s request:

*“As part of a CDOT Revitalizing Main Streets Grant, the Town is proposing to install a shelter / shade structure at the Minturn Bike Park.”*

The Town of Minturn owns the land that the structure will sit on, while the VVMTA will oversee the installation. The pergola is 19.52’ by 24.85’ situated on the paved patio area at the entrance to the park. The Town of Minturn received funding through a CDOT Revitalizing Main Streets Grant in 2021. The grant project included several items for downtown, but also included the addition of the pergola / shelter structure for the bike park. The pergola is scheduled for installation in the spring once temperatures allow.

Economic Development Coordinator Cindy Krieg has been working with VVMTA for 6 months to bring this project forward through a process. The plans associated with the application have been submitted for the Design Review Board’s consideration along with photos showing the location.

Staff is recommending **approval without conditions**.



# DESIGN REVIEW APPLICATION

**TOWN OF MINTURN PLANNING AND ZONING DEPARTMENT**  
 P.O. Box 309 302 Pine Street Minturn, Colorado 81649-0309  
 Phone: 970-827-5645 Fax: 970-827-5545 Email: planner@minturn.org

## Project Name:

## Project Location

Street Address:

Zoning:

Parcel Number(s):

## Application Request:

## Applicant:

Name:

Mailing Address:

Phone:

Email:

## Property Owner:

Name:

Mailing Address:

Phone:

Email:

## Required Information:

Lot Size:	Type of Residence (Single Family, ADU, Duplex)	# of Bedrooms	# On-site Parking Spaces
# of Stories:	Snow storage sq ft:	Building Footprint sq ft:	Total sq ft Impervious Surface:

## Signature:

**Fee Paid:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_ **Planner:** \_\_\_\_\_

# DESIGN REVIEW APPLICATION

## SUBMITTAL CHECKLIST REQUIREMENTS (TO BE INCLUDED WITH APPLICATION)

Applicant Staff

**Application Fee** (Non-Refundable application fee shall be collected)

- Design Review Board - \$200.00

**Letter of Intent**

-- What is the purpose of the project including;

- Relevant Background
- Current Status of the Site
- All Proposed Uses and Structures
- How the Proposal Differs from what already exists
- Information regarding Easements or Dedicated Tracts, etc.

**Vicinity Map**

-- Directional Map indicating how to get to the Property involved in the request.

- Zoning of Property

**Improvement Location Certificate of Survey (ILC or ILS)**

**Site Plan showing Precise Nature of the Proposed Use – To Scale**

- - Scaled Drawings of Proposed Design of Structure
    - Plan View and Sections
  - Building Heights – all 4 directions N/S/E/W
  - topography
  - Building Location
  - Setbacks
  - River or Creek Setbacks
  - Parking Plan
  - Traffic Circulation
    - Location and Width of Existing and Proposed Access Points
    - Location of Existing Driveways and Intersections
  - Landscaped Area – Plan
  - Approximate Location of Existing Wooded Areas and Rock Outcrops
  - Location and Type of Existing and Proposed Easements
  - Utility Easements
  - Drainage Features

**Preliminary Building Plans and Elevations**

- Indicates Dimensions
- General Appearance
- Scale
- Interior Plan for the Buildings

**Elements needed on the Site Plan**

- Scale
- North Arrow
- Date Prepared
- Lot Dimensions, Area, Entire Site Acreage

**Architecture Details – Materials Board**

- Windows – Placement and Color
- Doors – Placement and Color
- Siding – Type and Color
- Roof Material – Type and Color
- Paint Color

# PLANNING COMMISSION DESIGN REVIEW PROCESS

Applicants requesting a Design Review Board, Planning and Zoning Commission, and/or Town Council Review must submit to a pre-submittal conference and complete a formal application. The pre-submittal review process is completed within a period of 14 working days depending on the day of pre-submittal. The pre-submittal review provides valuable information regarding Town requirements for the formal application.

## The Town Planner shall have the following powers and duties:

- **Zoning Compliance** – To review, consider, and approve, approve with conditions, or deny applications for building permits, limited use permits, conditional use permits, and temporary use permits based on compliance with this Section.
- **Process Applications** – To receive applications for development permits for processing pursuant to the terms of Section 16 of the Minturn Municipal Code.

## Planning Commission as Design Review Board

### Powers and Duties

The Planning Commission is hereby established as the Town of Minturn Design Review Board. The Design Review Board shall have the following powers and duties under the provisions of this Code.

1. To prepare, or cause to be prepared or amended, the Design Review Standards and Guidelines or any element or portion thereof, for adoption by the Town Council.
2. To hear, review, consider and approve, approve with conditions, or disapprove applications for Design Review Approval.
3. To hear and decide upon appeals on design review decisions made by the Zoning Administrator.

### Board Procedure

The Town staff will forward applications (other than minor design applications), and recommendations, to the DRB.

The DRB shall review the application and supporting material submitted by the applicant, as well as the staff recommendation. After review, the DRB, through a formal motion, seconded and passed by a majority of the members present, shall take one of the following courses of action:

1. **Table the application.** The application may be tabled for a period not to exceed thirty (30) days if the application is incomplete or if the DRB determines that changes are required to bring the application into compliance with design standards and guidelines or other regulations of the Town. The Board may specify additional requirements for the applicant is to bring to the future meeting. These requirements may include additional information necessary to determine whether the application complies with all zoning, building, design codes adopted by the Town, and may include plans, reports, surveys or other documents completed by registered architects, surveyors, engineers or other professionals in order to indicate conformance with such codes. The DRB may also table the application if it determines that changes in the application are required which would bring the proposed project into compliance with zoning, building, design codes, and other regulations of the Town.
2. **Conceptual/Preliminary approval.** The DRB may grant conceptual approval to applicants who in a general fashion appear to meet design and other regulations of the Town but submit applications inadequate to warrant final approval. Conceptual approvals are also appropriate where a complete application has not been submitted, or where an applicant wishes to obtain a preliminary review of a sketch plan. A conceptual approval does not deem final approval of an application, nor does it deem that an application conforms to design or other regulations, nor shall it bind the DRB to grant final approval to a completed or final application.
3. **Disapproval of application.** If an application is found to conflict with the purposes and/or any one (1) or more of the design guidelines, codes or any other regulations of the Town, the DRB shall disapprove the application. Any disapproval shall be in writing and shall specifically describe the reasons upon which the disapproval is based.

4. **Approval of application.** If the application is complete and is found to comply with the design standards and guidelines, codes and other regulations of the Town, the DRB shall approve the project. The DRB shall keep a record of all such approvals, and the applicant should keep a copy of the approval. The DRB may approve an application with conditions or modifications. The DRB shall not approve an application that does not meet the requirements of the Town or any other provision required to ensure compliance with the design standards and guidelines, codes and other regulations of the Town.

*If a motion for approval, for conceptual approval, or to table an application results in a tie vote, the motion will fail.*

## DESIGN REVIEW CRITERIA

### 1. SITE DESIGN

Site planning involves the design and location of buildings and other improvements on a property. General principles include the maximization of site attributes such as views and solar orientation while minimizing adverse impacts to adjacent properties and natural features. Design of the building(s) shall consider the following criteria:

#### a. Natural Features

##### (1) Topography

A building site that is flat or gently sloping at less than 10% shall comply with applicable minimum standards for setbacks as defined in Chapter 16.

A building site that slopes at greater than 10% is urged to consider “stepping” the structure rather than grading the site to allow for traditional building layout. The intent is to avoid large cuts and/or fills as well as retaining walls, and to avoid the need for additional erosion control measures.

Setbacks may be increased for lots that slope greater than 30%.

##### (2) Water Bodies

Setbacks from water bodies shall include consideration of the Eagle River, tributary creeks, ponds, and wetlands. In addition to the regulatory setbacks, the Town of Minturn encourages conformance with the Eagle River Watershed Plan and sensitive design to protect the riparian areas and to utilize the water bodies for passive recreational purposes. The Town discourages “turning your back” on the Eagle River, one of Minturn’s greatest assets.

Site grading and drainage plans shall be submitted with design review applications that are adjacent to or within fifty (50) feet of a water body.

#### b. Orientation

The orientation of improvements shall consider adjacent properties as well as snow storage, snow shedding, and solar orientation. Another important component of orientation is drainage impact to adjacent properties, water bodies and streets.

##### *Snow Storage, Snow Shedding and Solar Orientation*

The atmospheric and weather-related elements common of the Town of Minturn justify the added dimension of siting improvements to minimize the impact of the environment.

Adequate snow storage area(s) or provisions for removal shall be provided. The total area may be broken up or provided as a whole. Location within the required setbacks shall be permitted provided it does not impede adequate and safe access to the structure(s). Landscape areas may also be used for snow storage purposes.

Snow shedding shall be considered in the use of material and pitch of the roof, as well as the location of windows, door and walkways. In no case shall snow shedding be permitted to occur onto an adjacent property.

Solar orientation shall be considered in the siting of the structures as well as in the landscaping of the lot or parcel. Orientation of the structure, as well as placement of trees, can be utilized to block prevailing winds in the winter and to provide shade in the summer. The structure should be placed on the lot in a manner that will not cast substantial

shadows over adjacent properties. Walkway and driveway location shall consider snowmelt in determining their location. These considerations include locating driveways, walkways, and structures, so that they are sheltered from the wind, and oriented to the east or south, where possible, to aid quicker snow and ice melt.

The front of the structure and its primary entrance shall be oriented to the street.

### **c. Massing and Scale**

A simple central form with additive features shall be designed. This style creates visual interest and is appropriate for the community due to its compatibility with existing structures.

Buildings and improvements should complement, rather than overpower, the adjacent natural and built environment. Homes are encouraged to be sheltering in nature, with consistent setbacks from the street with prominent porches or overhanging eaves.

Building mass, form, length and height shall be designed to provide variety and visual interest while maintaining a scale that is similar or compatible to adjacent structures.

## **2. ARCHITECTURAL ELEMENTS**

### **a. Roof Pitch and Form**

Roofs are a very prominent visual element and can be used to provide strong unifying characteristics between buildings. The use of consistent roof form, materials, slope and direction can create a cohesive appearance to a neighborhood even when the architectural styles vary. Roof pitch and form are an important element of building design in the Town.

The incorporation of dormers into the roof form can be utilized to provide individual identity and to create and delineate upper living areas or lofts. Dormer roofs shall be similar in slope and material with the primary roof form. See Illustration.

Roofs shall be designed with consideration to snow accumulation and shedding. Entryways, garages and pedestrian areas shall be protected from potential snow shedding.

Chimneys may also be utilized as a unifying element. The size, location, and shape of chimney can be mimicked to provide a common feature in adjacent structures that have different architectural styles.

### **b. Facade**

Vast expanses of a blank facade are not considered appropriate in Minturn due the mass and scale of the existing buildings in the Town. Therefore, facades must be interrupted every 15' at minimum. This interruption can occur through the use of projections and recessions for doors and windows, balconies or porches or any other element that creates visual interest. The use of architectural elements such as horizontal and vertical architectural details and floor articulation (delineation of 'floors' in a building) can be utilized to create a vertical human scale to the structure.

Windows and doors offer the opportunity to provide individual character and refinement of scale by introducing openings and patterns on otherwise blank walls. Consideration should be given to locating doors and windows in order to establish symmetry on primary facades, while being responsive to interior functions and views. The location of windows and doors can also be utilized as a unifying element with adjacent structures.

In order to maintain a smaller scale and to avoid the use of vast expanses of large windows, window openings should be composed of multiple panes of glass that are consistent with the scale of the building. Mirrored or reflective glass is prohibited.

Shutters and window boxes are encouraged to create visual interest and to reinforce the Town ambiance.

### **c. Building Details**

The requirement for a simple building form allows for the introduction of building details to create character and interest. These details may include elements such as accents to doors and windows, porches, gates, dormers and chimneys.

## **3. MATERIALS AND SCREENING**

### **a. Materials**

The use of building materials is essential to the design and appearance of a structure, therefore the use of materials is indicative of the adjacent community character. Materials shall be consistent with adjacent properties and the natural environment. The Town of Minturn does not seek to limit or prohibit the use of specific building materials,

however the use of non-reflective materials are strongly encouraged. Highly reflective roofing materials are not allowed.

The historic character of Minturn is exhibited in the use of wood siding and native stone, therefore the use of these particular materials are encouraged. Many modern equivalents can be found which mimic the natural materials, and the Design Review Board may approve such materials if their appearance is found to be compatible with adjacent material and consistent with the intent of these standards and guidelines.

#### **b. Streetscape and Landscape Design**

Small towns evoke many images, but one that appears to be consistent with many residents is the neighborliness of the area. Porches, plaza, parks and simply strolling down the street allow neighbors and visitors to meet and greet each other and to get to know one another. The Town encourages the man-made elements that promote these activities, and in some instances the Design Review Board shall require the provision of streetscape improvements to encourage and reinforce the small town atmosphere.

Porches and awnings are encouraged for all residential design as these elements create and encourage a human scale that is consistent with the small town image. Commercial structures, particularly those that are located in renovated residential units, shall maintain these elements and incorporate the use of pedestrian walkways, street furniture such as benches and trashcans where possible. Commercial developments that exceed 2500 square feet of gross leasable area shall be required to provide a plaza area that incorporates these elements.

Landscape standards are defined in Section 16.17.14, 15 and 16 and shall be reviewed with all applications for design review. Compliance with the minimum standards defined within those sections shall be required. The Design Review Board shall review the list of plant material to be utilized, particularly for determination of irrigation requirements. Exhibit B lists plant materials that are suitable for use in the Town, drought-resistant and therefore their use is encouraged. Other plant materials listed that require substantial water and therefore the Design Review Board may require the provision of an irrigation system and the provision of collateral to assure its completion.

#### **c. Screening**

Both residential and commercial areas within the Town shall be required to screen certain visually obtrusive areas, including, but not limited to, refuse storage, general storage, loading areas, mechanical equipment and parking areas.

The screening may occur with landscaping, compliant with Section 16.17.14, 15 and 16, or these uses may be screened with fencing or by containing the uses within a structure or parapet walls. Fences shall not exceed 3-feet in height for opaque fences and 4 feet in height for fences with you can see through. Higher fences may be used to screen the sides and rear of the lot but should not exceed 6 feet in height. In no case shall a fence or screening structure obstruct a driver's view of an intersection.

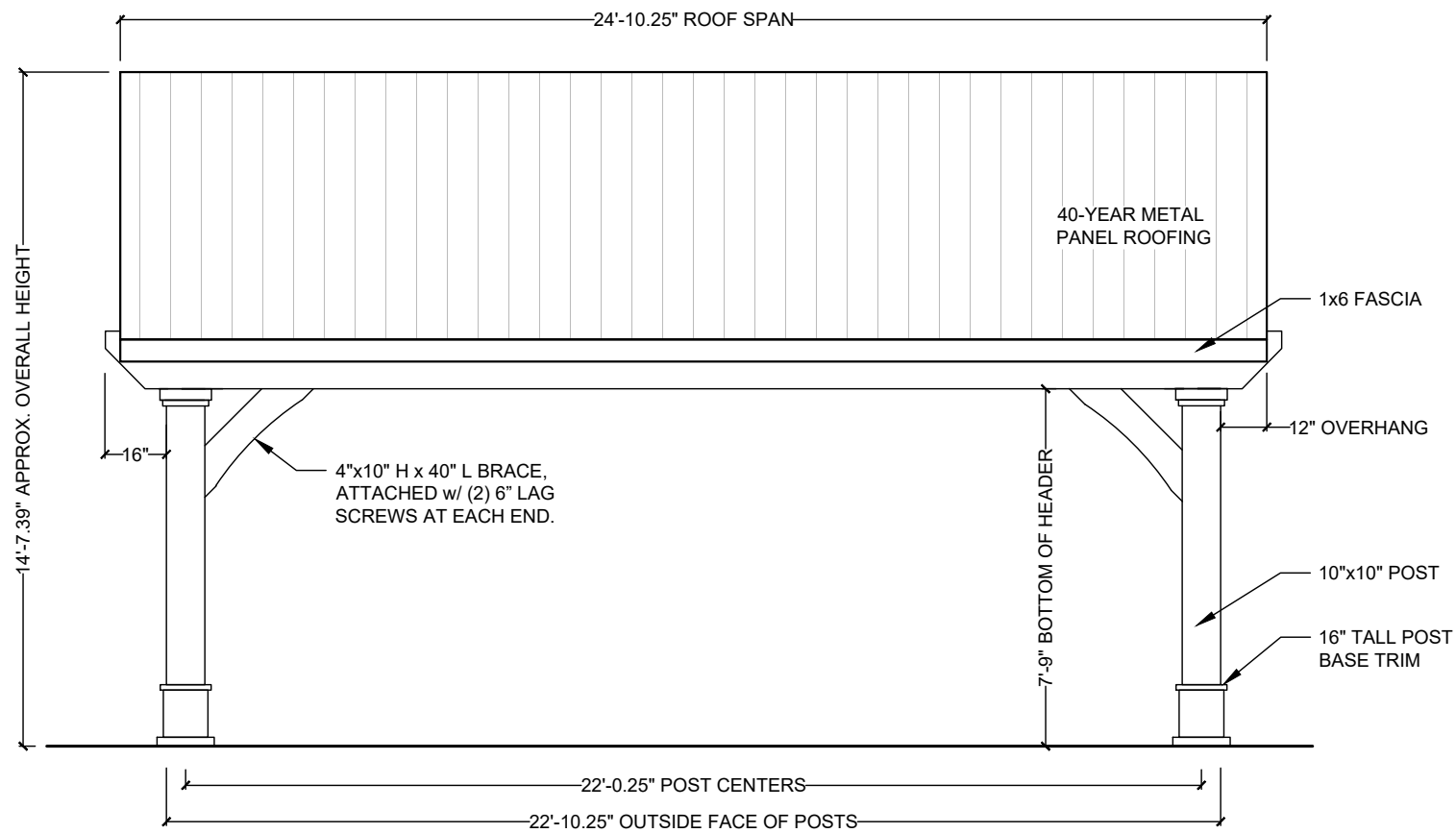
**Additional information regarding the Design Review processes and guidelines including the Character Areas can be found in Chapter 16, Appendix B of the Minturn Town Code.**



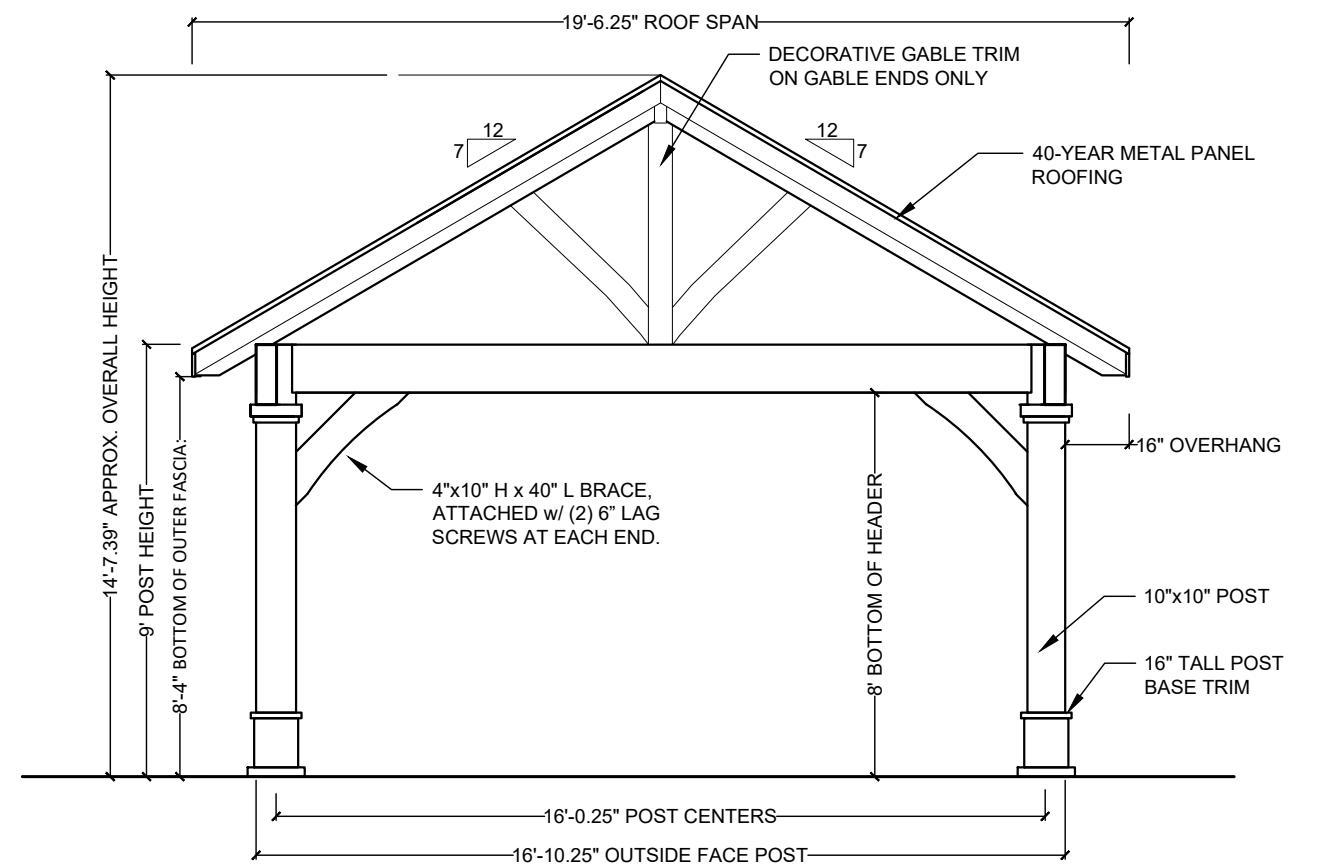
ENGINEERING NOTE:  
 THERE HAS NOT BEEN MECHANICAL, ELECTRICAL, OR SITE ENGINEERING PERFORMED FOR THIS PROJECT UNLESS OTHERWISE NOTED.  
 IT SHALL BE THE RESPONSIBILITY OF OTHERS TO OBTAIN DESIGN DATA FROM A LICENSED ENGINEER FOR THESE SYSTEMS. ENGINEERING SHALL CONFORM WITH ALL APPLICABLE LOCAL AND/OR STATE BUILDING CODES AND REGULATIONS.

CONSTRUCTION NOTES:  
 -ALL WOOD TO BE WESTERN RED CEDAR ROUGH SAWN #2 GRADE OR BETTER UNLESS OTHERWISE NOTED.  
 -ALL HARDWARE TO BE HOT DIP GALVANIZED, OR STAINLESS STEEL UNLESS OTHERWISE NOTED.


BUILDING CODES:  
 ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF ANY AND ALL APPLICABLE STATE COUNTY AND LOCAL BUILDING CODES OR REGULATIONS.

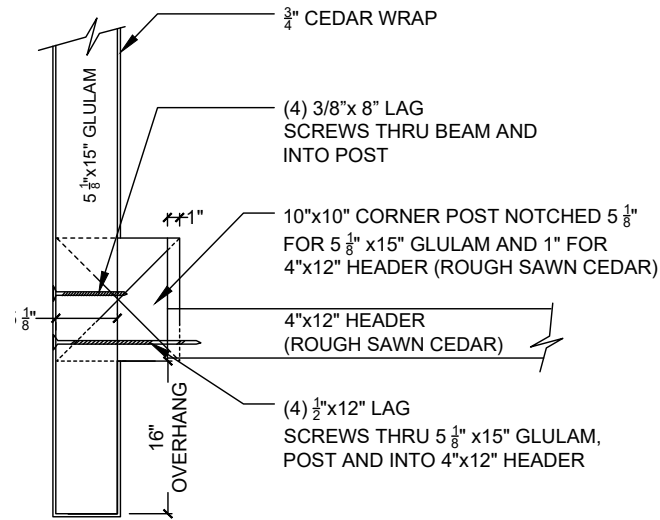


ELEVATION "B"

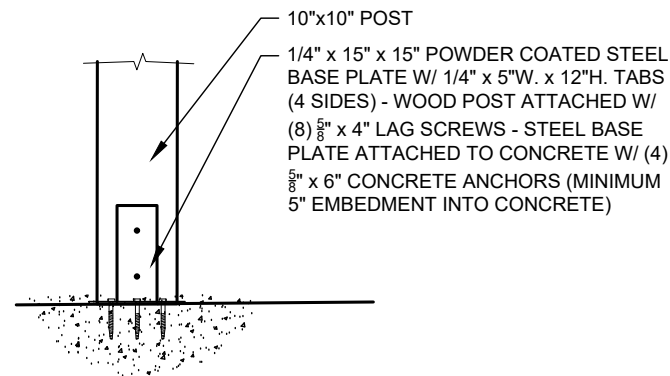


ELEVATION "A"

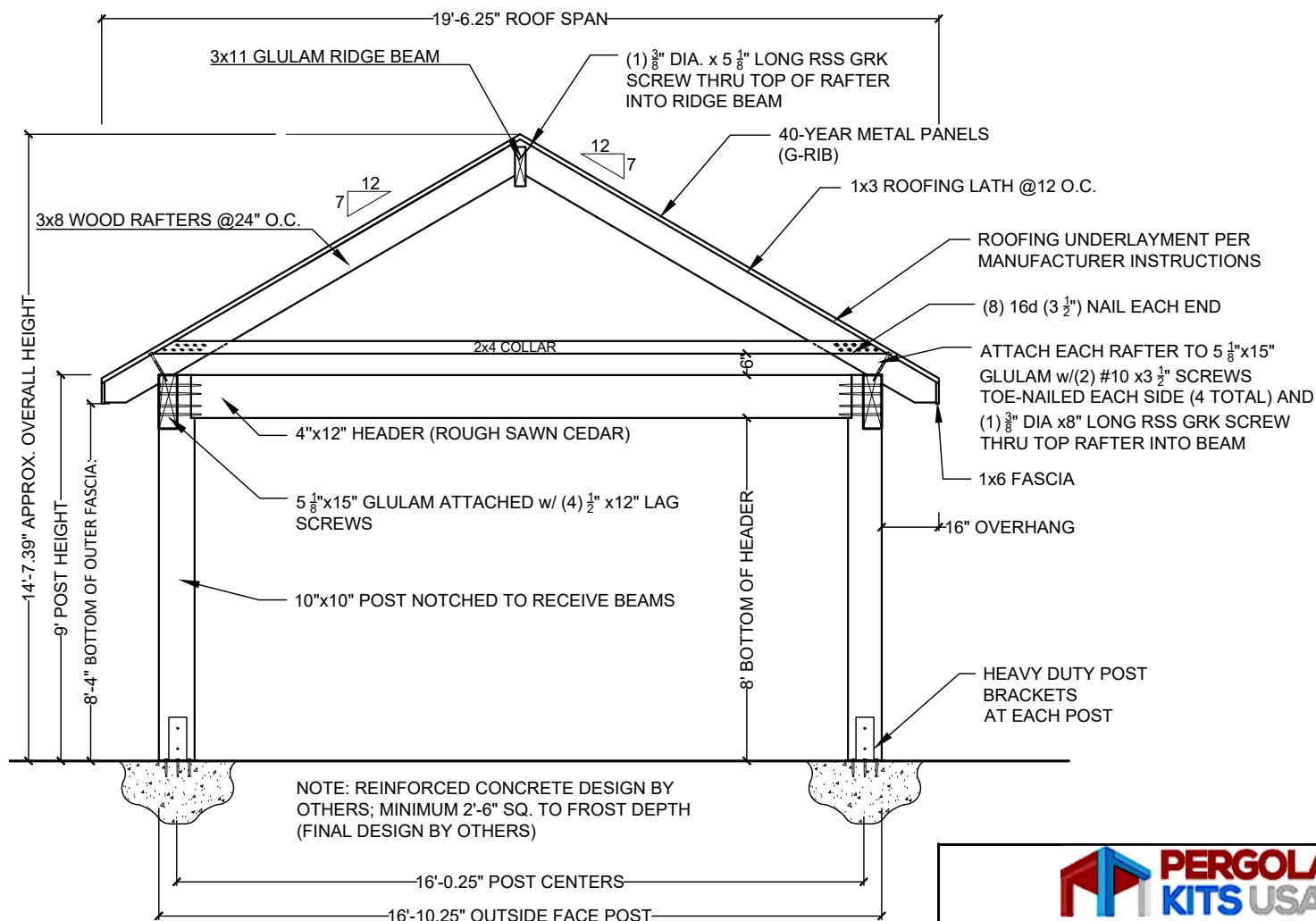
 PERGOLA KITS USA (800)403-9259 www.pergolakitsusa.com	SITE ADDRESS: MINTURN BIKE PARK 1010 CEMETERY RD. MINTURN, COLORADO 81645	17'-2" x 23'-2" ROUGH SAWN GRAND CEDAR PAVILION	
		DATE 09/14/2021	SCALE 1/4" = 1'-0"
		SHEET NO. 1 OF 250	



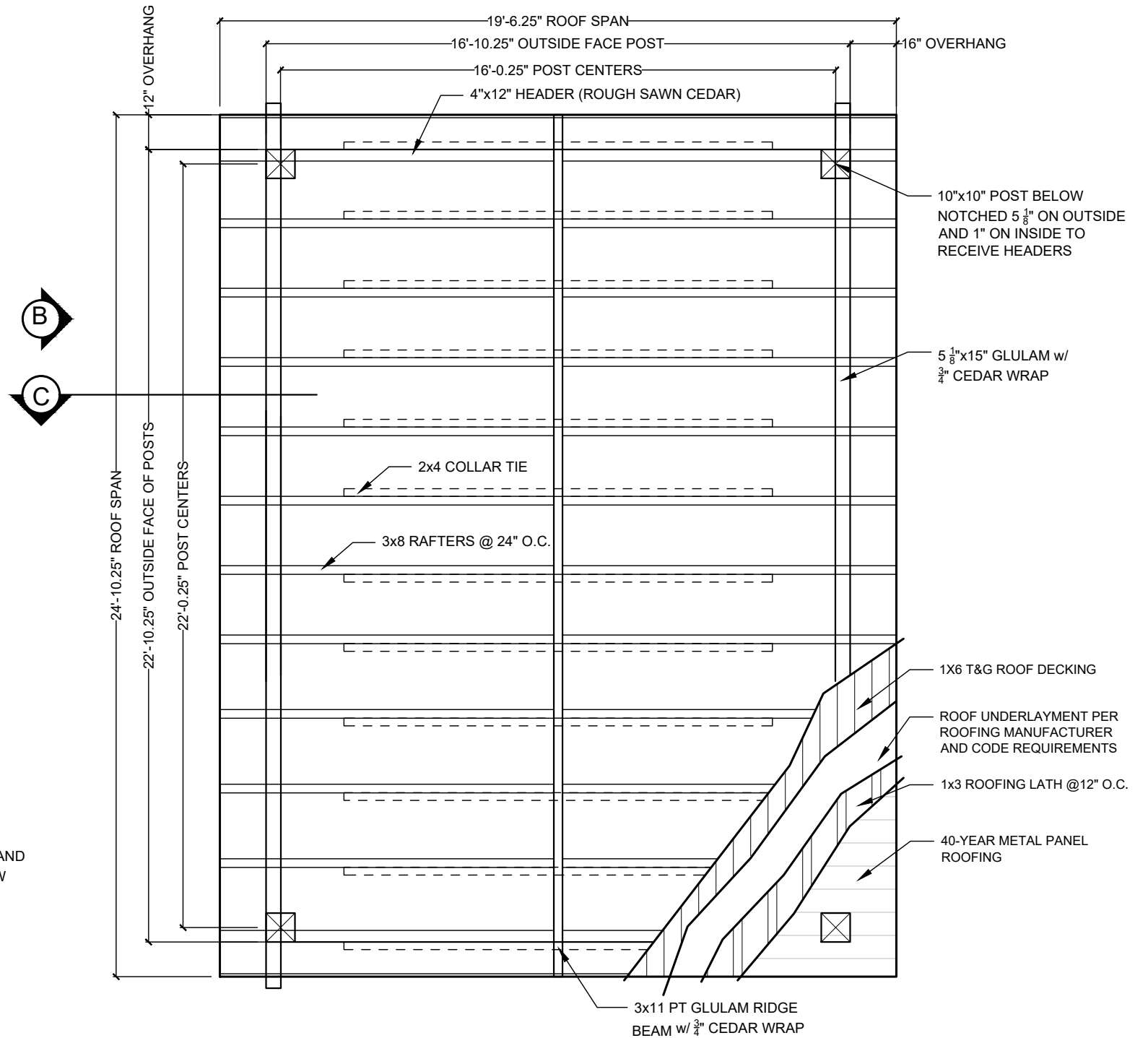
**HEADER / POST / TIE BEAM CONNECTION DETAIL**  
NO SCALE



**DETAIL HEAVY DUTY POST BRACKETS**  
SCALE 1/2"=1'-0"



**SECTION "C"**  
SCALE 1/4"=1'-0"



**ROOF FRAMING PLAN**  
SCALE 1/4"=1'-0"

NOTE: REINFORCED CONCRETE DESIGN BY OTHERS; MINIMUM 2'-6" SQ. TO FROST DEPTH (FINAL DESIGN BY OTHERS)



PERGOLA KITS USA  
(800)403-9259  
www.pergolakitsusa.com

SITE ADDRESS:

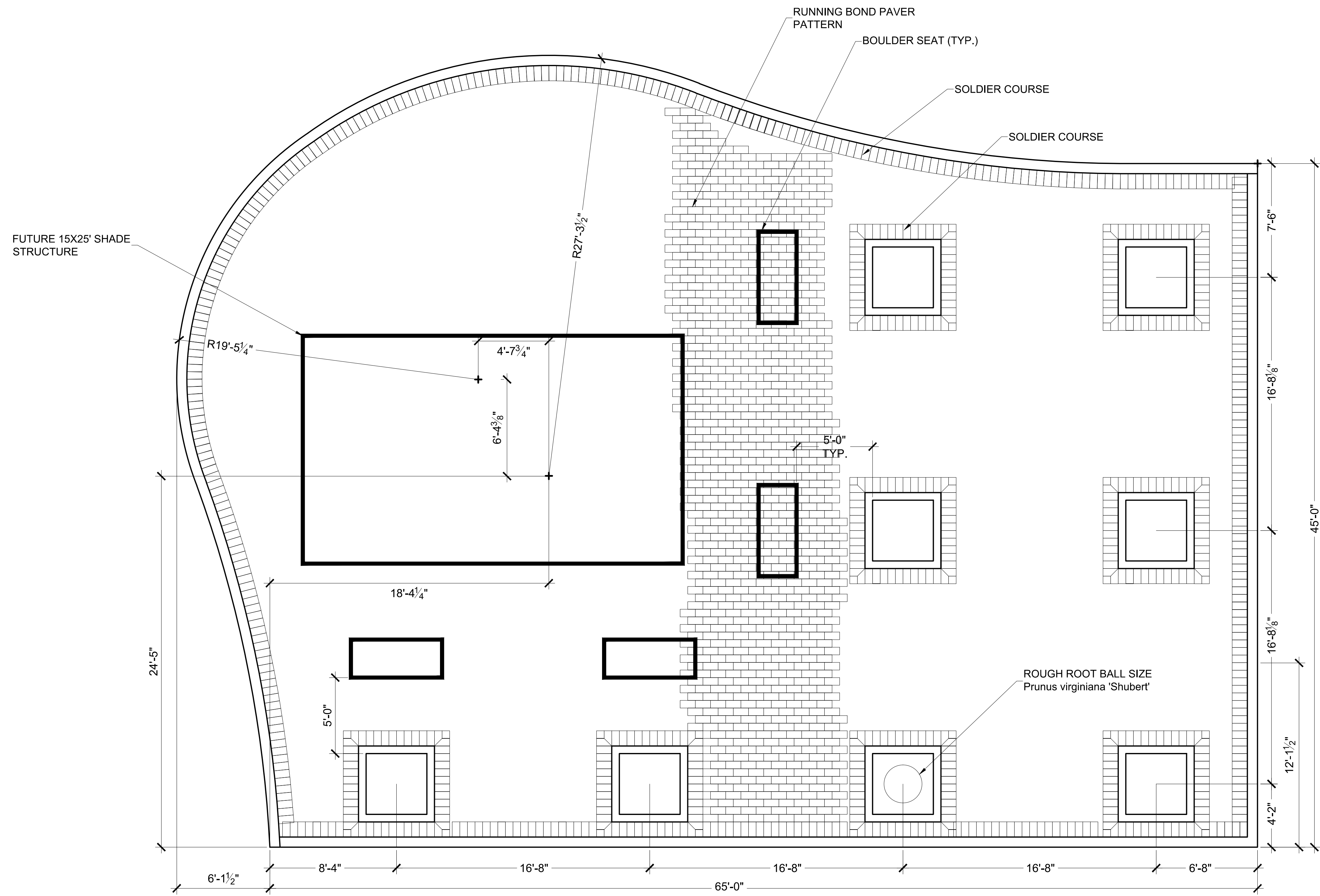
MINTURN BIKE PARK  
1010 CEMETERY RD.  
MINTURN, COLORADO  
81645

17'-2" x 23'-2" ROUGH SAWN  
GRAND CEDAR PAVILION

DATE 09/06/2021

SCALE: AS NOTED

SHEET NO. 2 OF 251











- ### LEGEND
- ① ENTRY SIGNAGE / SPECTATOR AREA  
(SITE MAP & SAFETY SIGN, BENCHES, FLEX SPACE)
  - ② BEGINNER UPHILL CLIMBING TRAIL  
(BENCH-CUT, CONTOURED SINGLETRACK TRAIL)
  - ③ BEGINNER GRAVITY SKILLS TRAIL  
(BERMS, ROLLERS, ROCK & BUILT SKILLS FEATURES)
  - ④ BEG/INTM GRAVITY SKILLS OPTION  
(TECHNICAL DIRT AND ROCK SKILLS FEATURE)
  - ⑤ BEG/INTM PROGRESSIVE DROP ZONE  
(PROGRESSIVE LADDER BRIDGE AND ROCK DROPS)
  - ⑥ BEG/INTM UPHILL CLIMBING TRAIL  
(BENCH-CUT, COUNTOURED SINGLETRACK TRAIL)
  - ⑦ BEG/INTM GRAVITY FLOW TRAIL  
(BERMS, ROLLERS, TABLE-TOPS & ROCK FEATURES)
  - ⚙️ INTERMEDIATE DH TECH/FLOW OPTION  
(ROCK DROPS, JUMPS & TECH FEATURES)
  - ⑨ INTM/ADV GRAVITY FLOW TRAIL  
(BERMS, ROLLERS, JUMPS & ROCK FEATURES)
  - ⚙️ ADV DH TECH/FLOW OPTION  
(ROCK DROPS, GAP JUMPS & TECH FEATURES)
  - ⑩ BEG/INTM TECH/FLOW TRAIL  
(TECH ROCK FEATURES, ROLLERS, JUMPS & BERMS)
  - ⑫ INTM/ADV TECH/FLOW TRAIL  
(ROCK JUMPS & BERMS, DROPS & TECH FEATURES)
  - ⑬ BEG-ADV PUMP TRACK (PHASE 2)  
(PROPOSED DIRT OR HARD SURFACE PUMP TRACK)
  - ⑭ BEG-ADV DIRT JUMP ZONE (PHASE 2)  
(DIRT & PREFAB JUMPS, BERMS & BUILT FEATURES)







5 MIN  
DROP  
OFF  
ONLY

5 MIN  
DROP  
OFF  
ONLY











**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 07 – SERIES 2022**

**A RESOLUTION IN SUPPORT OF THE COLORADO  
DEPARTMENT OF LOCAL AFFAIRS EIAF GRANT TO  
THE TOWN OF MINTURN, COLORADO**

WHEREAS, The Town of Minturn is committed to a DOLA Grant submittal request for the purpose of providing a portion of matching funds toward the construction of sidewalk, curb, gutter, and filtered drainage along “Phase II” of the Highway 24 mobility project.

WHEREAS, The Department of Local Affairs, grant administrator, requests notice of support of any such grant prior to receipt; and,

WHEREAS, The Town of Minturn desires such grant and has the required cash match in the amount of up to \$220,000;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF MINTURN, COLORADO:**

1. The Minturn Town Council supports any potential grant awarded by the Department of Local Affairs to the Town of Minturn and
2. The Town of Minturn has sufficient funds on hand to match the required cash funding.

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this  
2<sup>nd</sup> day of March, 2022.**

TOWN OF MINTURN

By: \_\_\_\_\_  
Mayor, Earle Bidez

ATTEST:

\_\_\_\_\_  
Town Clerk, Jay Brunvand

Minturn Planning Department  
Minturn Town Center  
301 Boulder Street  
Minturn, Colorado 81645



Minturn Planning Commission  
Chair – Lynn Teach  
Jeff Armistead  
Elliot Hovey  
Tom Priest  
Christopher Manning  
Jena Skinner

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## Town Council Review

### Belden Place Planned Unit Development Final Development Plan and Final Subdivision Plat

#### Staff Report

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<b>Meeting Date:</b>	March 2, 2022
<b>File Name/Process:</b>	Belden Place PUD - Final Development Plan/Plat Review
<b>Owner/Applicant:</b>	Miner’s Base Camp, LLC
<b>Representative:</b>	JS Designs - Jena Skinner, AICP Vail Land Company - Alison Perry
<b>Legal Description:</b>	Lots 1, 2 and 3 Duran Subdivision, and Lots 29, 31 and 32 South Minturn Addition
<b>Existing Zoning:</b>	South Town Character Area – Residential Zone District
<b>Proposed Zoning:</b>	Planned Unit Development (PUD)
<b>Staff Member:</b>	Scot Hunn, Planning Director Madison Harris, Planner I
<b>Staff Recommendation:</b>	<b>Approval, with Conditions</b>

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#### I. Executive Summary:

The Applicant, Miner’s Basecamp, LLC, requests review of the Final Development Plan for PUD and Final Subdivision Plat for the Belden Place Planned Unit Development (PUD), a residential infill project proposing the development of 41 single-family, two family (duplex), and multi-family (triplex, condominium) units plus 1 ADU already constructed on Lot 17 on 2.73 acres in the 1200 Block of the South Town Character Area Residential Zone District.

Final Plan review before the Town of Minturn Town Council is the third and final step in the review and approval process necessary for the creation of a Planned Unit Development within the

Town of Minturn. The following outlines the steps involved in the Town of Minturn PUD approval process:

1. Concept Development Plan Review (*Completed in summer 2020*)
2. PUD Preliminary Development Plan Review (*Completed in summer 2021*)
3. **Final Plan and Final Subdivision Plat for PUD (inclusive of Subdivision Improvements Agreement)**

The Minturn Municipal Code (MMC) requires review of the Final Plan, Final Subdivision Plat, and Subdivision Improvements Agreement (SIA) by the Town Council, while the Minturn Planning Commission is also charged with reviewing the Final Plat document.

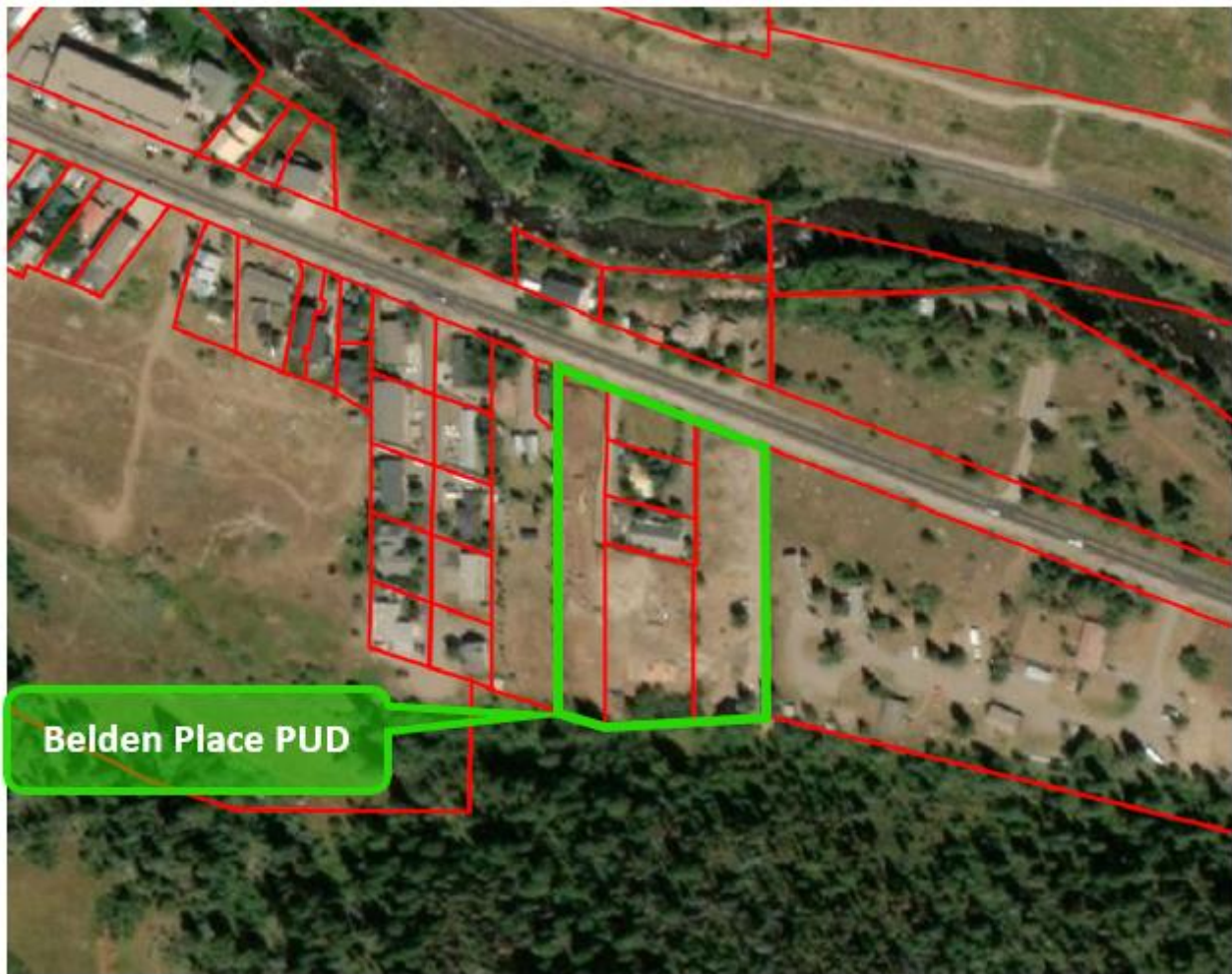
From a process standpoint, the Town Council is being asked to consider two ordinances on first reading - one for the Final Plan and PUD Zoning (set forth in the “PUD Guide”), and another for the Final Subdivision Plat - while the SIA and additional, accompanying legal documents addressing regional drainage improvements will be presented to Council and approved via resolution during second reading of those ordinances.

The Planning Commission reviewed the Final Subdivision Plat on February 9, 2022, and forwarded a recommendation for **approval of that document, with conditions**. A summary of the Planning Commission’s review and recommendation is provided in Section II below.

Staff is **recommending approval of the Final Plan and Final Plat** and is presenting two ordinances - Ordinance No. 4 - Series 2022, and Ordinance No. 5 - Series 2022 - along with this staff report for the Council’s consideration on first reading.

### **Property and Project Overview**

The Belden Place PUD is situated on six separate parcels – Lots 29, 31 and 32, South Minturn Addition and Lots 1, 2 and 3, Duran Subdivision– in the 1200 Block of Main Street (U.S. Highway 24). These parcels were historically used for residential purposes - most (with the exception of Lot 1 Duran Subdivision) have been previously developed with residential structures such as single-family (stick built) and mobile home residences. All historic residential structures and mobile units have been removed from the subject property. This is also the site of the “Christiansen” residence which includes a primary residence and accessory dwelling unit that was rebuilt in 2020 and is shown within the Belden Place PUD as “Lot 17.”



**Figure 1: Belden Place PUD Vicinity Map**

The Belden Place PUD property has approximately 300' of frontage along U.S. Highway 24 right-of-way and is surrounded by the following uses:

<b>North</b>	Private Residential and Home Business Uses
<b>South</b>	U.S Forest Service/Vacant Land
<b>East</b>	Private Residential and Home Business Uses; Public Open Space
<b>West</b>	U.S. Forest Service/Vacant

The project is considered “infill” due, in part, to the historic zoning and use of the properties that make up the 2.73 acres of the PUD and in relation to surrounding development patterns and land uses, available utilities and public services, and zoning.

According to the application, the Belden Place PUD is envisioned as a residential neighborhood geared toward the provision of “attainable,” local’s housing. The project consists of 100%

residential development including a mix of single-family, duplex, triplex (townhome) and condominium structures, along with vehicular access and sidewalks, parking areas, drainage and snow storage improvements, utilities, and common, usable open spaces.

The PUD includes twenty-seven (27) lots of varying sizes serviced by a looped access road and sidewalks, along with the provision of a pocket park in the middle of the neighborhood. A total of forty-two (42) dwelling units are proposed, with single-family, duplex, and townhome structures located in the front 2/3 of the property, and multi-family (triplex) structures (constructed over a parking garage) located at the back of the property.

The Applicant/Developer, Miner’s Base Camp, LLC, proposes to develop the project infrastructure in a single phase, allowing for development of residential structures based on market demand and absorption, as well as the timing of available water taps. The developer intends to be involved in the project - from entitlement (the PUD approval process resulting in vested property and development rights and the platting of lots), through all stages of construction.

The Applicant proposes to create a Homeowners Association to manage development and ongoing maintenance of the project.

**Purpose and Intent of Final Plan for PUD Review**

The Final Plan application is the last in a three stage PUD approval process, starting with Conceptual Development Plan review - a high level “schematic” review - and ending in the Final Plan and Final (subdivision) Plat stage - a very technical and detailed review of the final details of a proposed subdivision and associated development agreements setting forth how and when public infrastructure will be constructed and financed.

Following review of the Belden Place Preliminary Development Plan for PUD before the Town of Minturn Planning Commission and Town Council in summer 2021, the Applicant submitted a largely complete and thorough Final Plan, Final Plat and SIA application on August 31, 2021. Since that time, the Applicant and Town staff have worked together to address outstanding issues and to ensure that all final documents are ready for adoption and approval by the Town.

**Report Organization**

The remainder of this report briefly summarizes and addresses:

<b>Section II</b>	A summary of the Planning Commission’s recommendations
<b>Section III</b>	A brief discussion and analysis of the PUD Final Plan and Final Plat approval process and standards
<b>Section IV</b>	Zoning Analysis
<b>Section V</b>	Community Plan Conformance
<b>Section VI</b>	Summary of Staff Findings - Final Plan and Final Plat Conformance

<b>Section VII</b>	Analyses of outstanding issues and recommendations for revisions prior to any Final Plan for PUD approval
<b>Section VIII</b>	Summary of Recommendations and Suggested Motions

## **II. Summary of Planning Commission Review and Recommendation:**

The Planning Commission reviewed the Final Subdivision Plat on February 9, 2022, and forwarded a recommendation for **approval of that document, with conditions**. During their review and deliberations, the Planning Commission briefly discussed the plat in relation to the preliminary plat document that was presented to the Town in summer 2021. Ultimately, the Planning Commission determined that the Final Subdivision Plat conforms to the Preliminary Plat document and that conditions suggested by the Town Attorney, listed below, were appropriate.

1. Note 5 needs to include “III) Declaration of Covenants for the Belden Place Homeowners Association recorded as Reception No. \_\_\_\_\_”
2. Easements contained in Note 8 must be relocated to the certificate of dedication and ownership. Easements cannot be dedicated to the owner, but instead must be dedicated to the Homeowners Association which will be formed at the time that the Final Plat is recorded.
3. Note 8 needs to include a dedication to the Homeowners Association of the 5’ Pedestrian Easement as depicted on Page 3.
4. Park and Open Space Tracts B, C, and D need to be dedicated to the Homeowners Association in Note 8. These tracts are general common elements and fee ownership needs to be with the Homeowners Association.
5. Note 9 needs to be modified such that Tract A is dedicated to the Homeowners Association for ownership. This is a general common element and fee ownership needs to be with the Homeowners Association.
6. On Page 2, there are two text blocks indicating that easements are being vacated by separate documents with a space for a reception number to be filled in. Applicant has not supplied the documents referenced in these text blocks. If the easements, which run to Eagle River Water and Sanitation District and Eagle River Fire Protection District are going to be vacated by the plat, then signature blocks for both entities need to be added to Page 1. The space on Page 2 to fill in Reception Nos. should also be deleted.
7. On Page 3, the plat shows utility, drainage, snow storage and pedestrian easement on Tracts B, C and D. These tracts will be owned by the Homeowner Association. As such, the Association does not need an easement. This means that note 8.b. should be limited to the utility, drainage, snow storage and pedestrian easement on Lot 7.
8. On Page 4, the current shading of the water easement and the sewer easement makes distinguishing between the two impossible. This needs to be modified with different cross-hatching or shading or needs to be separated on two separate sheets of the plat.
9. On Page 5 under “Belden Way” and “Silver Loop” the reference should be updated to “Note 9”. Same on Page 3.



10. On Page 5, I do not believe a parking easement is required. Tract C will be owned by the Homeowners Association. The construction plans show that parking will be built at this location as a general common element. This means that Note 8.c. can be deleted.
11. On Page 5, the utility and drainage easements encroach into the building envelopes on 3. Staff does not believe this is workable and the Page 5 easements should be adjusted to the edge of the building envelopes.

The Applicant has worked since February 9th to address conditions recommended by the Planning Commission and has revised the plat document accordingly.

### **III. Summary of Process and Code Requirements:**

#### **Planned Unit Development (PUD) Approval Process**

As noted above, the Applicant is requesting review of a Final Development Plan for PUD and Final Subdivision Plat for a new PUD pursuant to Section 16-15-200 – *Final plan for PUD*. This is the third and final step in the review of the proposed PUD and is characterized as a highly technical review of final construction documents, detailed construction cost estimates, legal documents (plat, HOA documents, and SIA), and financial guarantees.

It is worth noting that Preliminary Plan for PUD review which occurred in the summer of 2021 was the stage of review when the Town reviewed detailed plans and reports, confirmed conformance with the Town’s development standards and master plan policies, and, ultimately, approved the PUD with a list of conditions - conditions that the Applicant has worked with the Town to address during the final plan process.

#### **Final Plan for PUD - Review Purpose and Criteria**

Section 16-15-200 provides the following description of the Final Development Plan review purpose and process:

*A final development plan for the PUD shall be reviewed pursuant to the same standards applicable to a preliminary development plan for the PUD. The final development plan for the PUD shall be reviewed by the Town Council at a public hearing and shall be approved by ordinance. Submission of the final development plan application should occur no more than two (2) years after the approval of the preliminary plan. An extension can be granted requiring a clear statement explaining the reason for an extension. Failure to do so will result in the plan proceeding through the preliminary plan process again for explanation and approval. Approval of the final development plan PUD zone shall be considered as satisfying the final development plan requirements of the Town PUD regulations and subdivision regulations.”*

#### **Section 16-15-140 – Preliminary development plan submittal requirements.**

As noted above, final plans are reviewed utilizing the same criteria and standards applicable to a Preliminary Plan for PUD review which are elaborated on in Section V - *Staff Analysis and Findings*, of this staff report.

#### IV. Zoning and Compatibility Analysis:

##### Existing Zoning

The Belden Place Planned Unit Development (PUD) property is located within the South Town Character Area Residential Zone District.

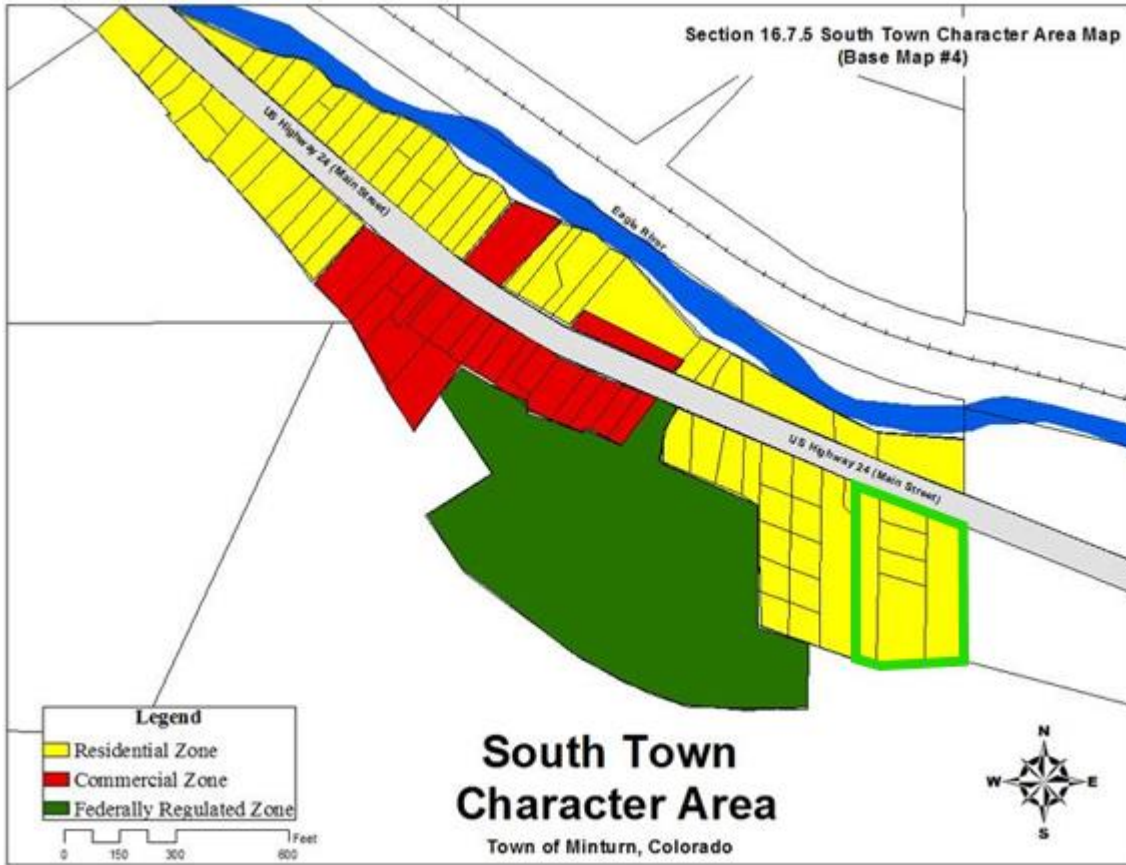


Figure 2: South Town Character Area Zoning Map

Section 16-7-10 – *Character Area Characteristics*, Minturn Municipal Code (MMC), provides the following general description of the South Town area:

*“South Town is characterized by larger and deeper lots than other urban areas found in the Town. South Town is primarily residential with a few pockets of preexisting commercial. South Town also includes federally regulated areas of the Holy Cross Ranger District. South Town U.S.F.S. property is in close proximity to town services, has good access and all utilities are available. The intent of the Community Plan is that the South Town Character Area maintain the existing pocket of commercial use along Main Street; however, high impact commercial uses are discouraged. The commercial areas should provide for low-impact commercial services and limited retail businesses that complement each other as to character, mass and scale, while minimizing impacts on nearby residential uses.”*



Section 16-7-20 – *Residential Zone District* further describes the existing conditions and character of the area, as well as the intent for future use and development within the neighborhood:

“(a) *The neighborhood is bisected by Highway 24 and is characterized by single-family residences and accessory buildings. The residences are typically one (1) and two (2) stories, with outbuildings on larger lots than found in Old Town. Low-density residential and public recreational and open space use along the Eagle River is encouraged. Higher density residential development can be accommodated on the south side of Main Street if it remains in character and all impacts are adequately addressed.*

“(b) *The purpose of this area is to provide for continued residential use that benefits from proximity along the Eagle River. New development and redevelopment should preserve the unique character and scale of the neighborhood. An objective is to retain the residential areas as quiet and safe neighborhoods while allowing for compatible and appropriate nearby commercial. This area can accommodate reasonable growth where land and services are available.*”

### **Proposed Zoning and Compatibility**

The Belden Place PUD zone district is proposed, in part, to allow for an increase in density on the parcels (from 12 units per acre to 15.4 units per acre, a 28.21% increase) and, importantly, to allow for and encourage a certain amount of flexibility and creativity in the layout and design of the neighborhood as a means to achieve several of the Town’s stated Community Plan goals and policies concerning land use, growth management, affordable/locals housing, and sustainability. Several variations from typical residential zone district development standards (setbacks, lot coverage and building heights) were thoroughly vetted and approved during the Preliminary Plan for PUD review in summer 2021.

Belden Place received approval for the PUD zoning during the Preliminary Plan for PUD review, and Ordinance No. 4, Series 2022, approving the Final Plan for PUD, will formally approve the PUD zoning.

## **V. Community Plan Conformance:**

### **Community Plan Purpose and Vision**

The 2009 Town of Minturn Community Plan is the guiding document setting forth community-generated vision, values and goals for future growth, the character of the town, and fiscal decision-making to ensure the vibrancy of the Town is preserved and enhanced. The Community Plan is organized around the following topics or sections:

- Community Character /Urban Design

- Sustainability and Green Building Practices
- Land Use/Transportation
- Affordable Housing
- Public Services and Facilities
- Economic Development
- Natural Resources
- Parks and Recreation

The Belden Place Preliminary Plan for PUD application was thoroughly vetted with each of the Community Plan goal areas in mind with staff, the Planning Commission and the Town Council ultimately finding that the proposed PUD addresses and substantially conforms to the Town’s policy goals and strategies. The plans have not changed in any substantive way since the Town found the PUD in conformance with the 2009 Community Plan in June 2021.

**VI. Summary of Staff Findings - Final Plan and Final Plat Conformance:**

The following section outlines the evaluation criteria that the Town Council must consider in any action to approve, approve with conditions, deny, or table/continue the Belden Place Final Development Plan for PUD, Final Plat, and Subdivision Improvements Agreement.

Note: Pursuant to the Minturn Municipal Code, Final Development Plans for PUDs are to be reviewed in accordance with Preliminary Plan for PUD criteria and standards.

**Final (Preliminary) Development Plan for PUD Evaluation Criteria:**

*1. Final (Preliminary) development plan evaluation criteria:*

- a. The resulting development will be consistent with the Community Plan and the proposed PUD reflects the character of the Town.*

**Staff Response/Finding:**

The Final Plan addresses and responds to a majority of the Community Plan goals. Further, the plans have not changed in any substantive way since the Town found the PUD in conformance with Preliminary Plan for PUD criteria and standards in June 2021.

- b. The area around the development can be planned to be in substantial harmony with the proposed PUD.*

**Staff Response/Finding:**

The PUD has been planned and laid out to be harmonious with the surrounding neighborhood and the applicant has worked with the Town and Service Providers to address needed improvements to public infrastructure. Of note the Applicant has worked with the Town to plan for and accommodate drainage improvements in accordance with the Town’s regional drainage study and to specifically address

off-site drainage as well as stormwater management within the PUD itself. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in June, 2021, other than to work through construction details to ensure compatibility with surrounding properties.

- c. *The adjacent and nearby neighborhoods will not be detrimentally affected by the proposed PUD.*

**Staff Response/Finding:**

The Final Plan is an infill development that meshes well with the existing neighborhood and was deemed during Preliminary Plan approval to not be detrimental to the surrounding area. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in June 2021. The Applicant has worked diligently since Preliminary Plan approval with the Town to address off-site drainage issues that benefit the Belden Place PUD as well as neighboring properties.

- d. *The mass and scale of individual buildings and the overall density of the PUD shall be consistent in scale and character to avoid abrupt and/or severe differences with the surrounding area.*

**Staff Response/Finding:**

The Final Plan proposes lot standards and height restrictions exceedingly similar to the Town's existing requirements, with the biggest difference or variation being proposed lot and impervious coverage maximums. While some buildings at the rear (Lot 7 Multi-Family) and center of the development (5-plex Townhomes) will be permitted at 35', the remainder of the lots (single-family and duplex lots) will be limited to 28', the same as all other residential lots in the Town. As ultimately determined by the Planning Commission and Town Council during their respective reviews of the Belden Place Preliminary Plan for PUD, the additional height is appropriate on this site given the layout and context to surrounding buildings and landforms (the hillside behind the development). Since the Preliminary Plan for PUD review in June 2021, the plans and proposed development standards for the PUD have not changed in any substantive manner.

- e. *The PUD can be completed within a reasonable period of time, which shall be determined prior to final approval of the PUD.*

**Staff Response/Finding:**

Staff believes the PUD can be completed within a reasonable time frame and the timing of infrastructure is planned to be completed in one phase. Final details regarding phasing of infrastructure and the financial guarantees necessary to complete the project are being presented with the Final Plan, Final Subdivision Plat, and SIA with cost estimates and financial guarantees. Of note, however, the Applicant has acknowledged, and the Town has clearly communicated that the

Town's existing water tap moratorium and the ability of the Town to provide wet water to the development will likely impact build-out of the PUD.

- f. *The PUD provides for the appropriate treatment of the Eagle River corridor as a community recreational amenity and focal point.*

**Staff Response/Finding:**

The Belden Place PUD does not border the Eagle River however the Applicant has worked with the Town to address a preferred, regional drainage solution that handles drainage in and around the PUD on the south side of Hwy. 24, and directing (piping) it under the highway, under the Boneyard open space, and discharging it into an area of U.S. Forest Service lands adjacent to the Eagle River. The plans include engineering details for treatment of any stormwater that would be discharged before discharging on USFS property.

- g. *The residents of the PUD have easy access to recreational amenities.*

**Staff Response/Finding:**

The PUD is situated across from the Boneyard open space and is within 1,000 feet of a bus stop that is serviced by ECO transit. This is within walking distance (within the typical, preferred quarter mile walking distance used in planning transit and transit-oriented developments, or TODs) and will be facilitated by new sidewalks along Hwy. 24. as part of the Town's continued work along the highway corridor in the future. Additionally, the residents of the PUD will have access to public lands to the south, as well as the park area (Tract C) included within the PUD. Staff suggests that the Town continue to work with the Applicant, the USFS, Colorado Parks and Wildlife (CPW), and Vail Valley Mountain Trails Alliance (VVMTA) to coordinate and mitigate the formation of any new trail(s) that may originate from the PUD to ensure that impacts on public lands can be mitigated to the highest extent possible.

- h. *Any increase in density proposed above what is permitted in the underlying zone shall be mitigated by increasing the land dedications to open space, recreational amenities or other public facilities and services.*

**Staff Response/Finding:**

The Applicant is proposing to increase the density in this PUD from 12 units per acre to 15.4 units per acre, a 28.21% increase. While there is no increase in the land dedications to open space, the Applicant is proposing attainable local's housing in excess of the Town's housing requirements. Further, the plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in June 2021.

- i. *Any proposed commercial or industrial development can be justified.*

**Staff Response/Finding:**

No commercial or industrial development is proposed in this PUD.

- j. *The streets are adequate to support the anticipated traffic, and the development will not overload the streets outside the planned area.*

**Staff Response/Finding:**

The PUD is proposing streets that are adequate to support the anticipated traffic, and CDOT has or will be issuing an access permit and notice to proceed for the project.

- k. *Proposed utility and drainage facilities are adequate for the population densities and type of development proposed.*

**Staff Response/Finding:**

The Final Development Plans and Final Subdivision Plat documents have been thoroughly reviewed to ensure that utility and drainage plans and facilities are properly planned, scaled, and engineered for the proposed type and number of buildings and people who will occupy the PUD.

- l. *Residential density and intensity of other uses shall be limited as required by the Town Council, upon consideration of the Community Plan, the Official Zone District Map and the specific characteristics of the subject land.*

**Staff Response/Finding:**

Staff believes that the proposed density and intensity of use conforms to the Community Plan, is similar to the surrounding uses as shown on the Official Zone District Map, and is appropriate for this location as an infill project served by existing infrastructure and transit.

- m. *A favorable finding is made on the environmental assessment or environmental impact report.*

**Staff Response/Finding:**

An environmental assessment was provided and reviewed with this Preliminary Plan application. The assessment was reviewed by SGM, Town consultant, and was found to be in conformance with the Town's standards.

- n. *The preliminary plan for PUD shall comply with the following open space and recreation standards:*
  - i. *A minimum of twenty-five percent (25%) of the gross land area shall be reserved for common recreation and usable open space. Parking areas, street rights-of-way and minimum yard setbacks shall not be counted when determining usable open space. Water bodies, lands within critical wildlife habitat, riparian ecosystems and one-hundred-year floodplains that are preserved as open space shall count towards this minimum*

*standard, even when they are not usable by or accessible to the residents of the PUD.*

- ii. All common open space and recreational facilities shall be shown on the preliminary plan for PUD and shall be constructed and fully improved according to the development schedule established for each development phase.*
- iii. All privately owned common open space shall continue to conform to its intended use, as approved in the preliminary plan. To ensure that all the common open space identified in the preliminary plan will be used as common open space, restrictions and/or covenants shall be placed in each deed to ensure their maintenance and to prohibit the division of any common open space.*

**Staff Response/Finding:**

The Final Plan indicates that areas within the PUD will be provided with internal sidewalks, open spaces and usable park areas. Additionally, because there are individual yard spaces surrounding each unit or group of units, much of that area is not counted toward “common” open space, but, nonetheless, will be usable for residents of the PUD. The common open space proposed includes a public pocket park area on Tract C. The plans have not changed in any substantive way since the Town found the PUD in conformance with this standard in June 2021.

**Final Plat:**

Section 17-6-30 - *Final Subdivision Plat; Town Council review*, of the Minturn Municipal Code outlines the following standards or criteria for the Town Council’s review of the Final Plat:

*“Subsequent to the Planning Commission's determination that the final subdivision plat meets the requirements for approval, the proper signatures shall be affixed to the plat. At a public hearing, the Town Council shall review the plat and proposed subdivision agreement, which shall include any legal, financial or other agreements between the subdivider and the Town. Public notice shall be given at least ten (10) days in advance of such hearing. Upon approval of such plat and agreement, the Town Council shall enact an ordinance authorizing Town Council certification of the plat accepting any dedications shown thereon. The Town Council shall also authorize the staff to draft a subdivision agreement, which shall include any legal, financial or other agreements between the subdivider and the Town and which shall include such conditions as the Town Council finds necessary to ensure that the proposed subdivision complies with the Town's regulations, goals, policies and plans. The plat and subdivision agreement shall be recorded with the County Clerk and Recorder within thirty (30) days of Town Council certification. If the proposal is denied, the Town Council shall state the specific reasons for denial based on standards found herein.”*

**Staff Response:**

Staff suggests that the Final Plat conforms to the purpose and intent of Chapter 17, Subdivisions, as well as the specific, technical plat requirements and that the plat meets the Town’s requirements for approval. Review of the plat has gone hand in hand with review of the Final Development Plan for PUD wherein the Town, it’s consultants and external referral

agencies have provided comments and recommendations that have been incorporated into the final plans for the development.

## **VII. Outstanding Issues:**

While staff believes that all substantive issues have been addressed with regard to the Final Plan, the Town Attorney has identified three minor issues (corrections) on the Final Plat that must be addressed prior to any second reading of Ordinance No. 5, Series 2022 to approve the Final Plat. Accordingly, staff has provided three recommended conditions of approval (below) for the Council's consideration.

## **VIII. Staff Recommendations and Suggested Conditions:**

The following sections outline staff's recommendations for two, separate but related ordinances required for PUD approval:

- Ordinance 4 - Series 2022: Belden Place Final Plan for PUD and Zoning
- Ordinance 5 - Series 2022: Belden Place Final Subdivision Plat

### **Final Plan for PUD:**

Staff believes the Belden Place Final Plan for PUD **conforms** with a majority of Town goals and policies and complies with applicable standards for approval of a Final Plan for PUD. Staff is recommending approval of the Final Plan and PUD zoning for the subject property.

The following suggested conditions of approval are provided in the event the Town Council takes action to approve of the Final Plan for PUD.

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### **Suggested Motions - Alternatives:**

The Town Council is being asked to consider two ordinances - Ordinance No. 4 - Series 2022: Final Plan for PUD and Zoning; and Ordinance No. 5 - Series 2022: Belden Place Final Plat - on first reading.

While no conditions of approval are recommended for Ordinance No. 4 to approve the Final Plan and PUD zoning, the following conditions of approval are recommended for Ordinance No. 5 to approve the Final Plat:

1. The Applicant shall revise the plat to add the following general note "No individual condominium unit shall be sold into separate ownership until and unless a Type B Subdivision plat has been approved by the Town and such plat has been recorded in the real estate records of Eagle County."
2. The Applicant shall revise the Plat Note No. 8 (b) to add Lot 7 as a parcel over which the Utility, Drainage, Snow Storage and Pedestrian Easement is located.
3. The date in the lower right-hand corner of the Final Plat needs to be updated.



Staff suggests that these suggested conditions reflect minor issues that can be addressed prior to any second reading of Ordinance No. 5.

The following suggested motion language is offered to assist the Town Council:

**Ordinance 4 - Series 2022: Final Plan for PUD and Zoning:**

**Approval:**

“I move the Minturn Town Council approve Ordinance 4 - Series 2022: Belden Place Final Plan for PUD and Zoning on first reading because the Final Plan and associated zoning documents conform to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan.”

**Approval with Conditions:**

“I move the Minturn Town Council approve, with conditions, Ordinance 4 - Series 2022: Belden Place Final Plan for PUD and Zoning on first reading, because the Final Plan and associated zoning documents conform, as conditioned, to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan.”

**Denial:**

“I move the Minturn Town Council to Deny Ordinance 4 - Series 2022: Belden Place Final Plan for PUD and Zoning, because the Final Plan and associated zoning documents do not conform to the applicable criteria and standards of the Minturn Municipal Code and the Minturn Community Plan.”

**Continuance:**

“I move the Minturn Town Council to continue Ordinance 4 - Series 2022: Belden Place Final Plan for PUD and Zoning to [a date certain].”

**Ordinance 5 - Series 2022: Belden Place Final Plat:**

**Approval:**

“I move the Minturn Town Council Approve Ordinance 5 - Series 2022: Belden Place Final Plat on first reading because the Final Subdivision Plat conforms to the Preliminary Plat, as well as applicable criteria and standards of the Minturn Municipal Code.”

**Approval with Conditions:**

“I move the Minturn Town Council Approve, with conditions, Ordinance 5 - Series 2022: Belden Place Final Plat, on first reading, because the Final Subdivision Plat conforms to the Preliminary Plat, as conditioned, and to the applicable criteria and standards of the Minturn Municipal Code. The following conditions shall be addressed by the Applicant prior to second reading of Ordinance No. 5:

1. The Applicant shall revise the plat to add the following general note “No individual condominium unit shall be sold into separate ownership until and unless a Type B

Subdivision plat has been approved by the Town and such plat has been recorded in the real estate records of Eagle County.”

2. The Applicant shall revise the Plat Note No. 8 (b) to add Lot 7 as a parcel over which the Utility, Drainage, Snow Storage and Pedestrian Easement is located.
3. The date in the lower right-hand corner of the Final Plat needs to be updated.”

**Denial:**

“I move the Minturn Town Council to deny Ordinance 5 - Series 2022: Belden Place Final Plat, because the Final Subdivision Plat does not conform to the Preliminary Plat and/or applicable criteria and standards of the Minturn Municipal Code.”

**Continuance:**

“I move the Minturn Town Council to continue Ordinance 5 - Series 2022: Belden Place Final Plat to [a date certain].”

**IX. Attachments:**

- A. Ordinance No. 4, Series 2022
- B. Ordinance No. 5, Series 2022
- C. Belden Place PUD Guide and Attainable Housing Program
- D. Belden Place HOA Covenants
- E. Amendment to the Official Zone District Map
- F. Belden Place Final Plat

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 04 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE FINAL DEVELOPMENT  
PLAN FOR PLANNED UNIT DEVELOPMENT FOR  
BELDEN PLACE PUD**

**WHEREAS**, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

**WHEREAS**, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

**WHEREAS**, Chapter 16, Zoning, of the Minturn Municipal Code (“the Code”) regulates zoning and land use within the Town; and

**WHEREAS**, the purpose of Chapter 16 is to encourage the most appropriate use of land, to preserve and promote the Town’s economy, heritage and small town qualities, and it is designed to promote the health, safety, welfare and convenience of the citizens; and

**WHEREAS**, Sec. 16-15-10 - Purposes and general provisions, of the Code, establishes the purpose of the Planned Unit Development (“PUD”) Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of the Code and the Community Plan; and

**WHEREAS**, Sec. 16-15-20 - Authority, of the Code, states that the PUD Overlay Zone District is adopted pursuant to Section 24-67-101, et seq., C.R.S., the Planned Unit Development Act of 1972; and

**WHEREAS**, Sec. Sec. 16-15-20 - Authority, of the Code, provides that the Town staff and the Planning Commission (“Commission”) shall have the authority to recommend and the Town Council shall have the authority to impose such conditions on a PUD as are necessary to accomplish the purpose of this Code and the Community Plan; and

**WHEREAS**, the Commission held public hearings to consider the Belden Place Preliminary Development Plan for PUD (“Preliminary Plan”) and Preliminary Subdivision Plat (“Preliminary Plat”) on May 26, 2021 and June 9, 2021, and recommended approval with conditions of the Preliminary Plan and Preliminary Plat to the Town Council; and

**WHEREAS**, the Town Council, at a public hearing held on June 16, 2021, approved the Preliminary Plan with conditions via Resolution No. 20, Series 2021; and

**WHEREAS**, the Town received a Final Development Plan for PUD (“Final Plan”) application, inclusive of associated zoning regulations and Subdivision Improvements Agreement (“SIA”), from the Applicant on or about August 31, 2021; and

**WHEREAS**, the Final Plan establishes Planned Unit Development zoning and amends the Official Zone District Map to allow for the development of forty-one (41) single-family, two-family (duplex), and multi-family (tri-plex and five-plex) dwelling units and one accessory dwelling unit on Lot 17 to be constructed on twenty-seven (27) lots of varying sizes serviced by a looped access road, sidewalks, and utilities, as well as the development of an underground parking garage, a pocket park and open space, drainage improvements and drainage ways, landscaping, project identification and wayfinding signage; and,

**WHEREAS**, the Applicant intends to construct project infrastructure in one (1) phase to allow for the incremental build-out residential structures within the PUD as market conditions and absorption rates dictate; and,

**WHEREAS**, Town of Minturn Staff (“Staff”) finds that the Final Plan conform with the Town’s standards; and

**WHEREAS**, the Town Council, at their regular meeting of March 2, 2022, considered Ordinance No. 4, Series 2022, on first reading, to approve the Final Plan and PUD zoning; and

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. That the Belden Place Final Plan is hereby approved.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 2<sup>ND</sup> DAY OF MARCH 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 16<sup>TH</sup> DAY OF MARCH 2022 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

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**Earle Bidez, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Jay Brunvand, Town Clerk**

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 16<sup>th</sup> DAY OF MARCH, 2022.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**Earle Bidez, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Jay Brunvand, Town Clerk**



BELDEN PLACE  
PUD GUIDE  
+  
ATTAINABLE  
HOUSING PROGRAM



## Planned Unit Development Guide

### **I. PURPOSE**

The purpose of this document is to provide the applicable standards, restrictions and nuances which govern land-use and design within the Belden Place subdivision. The PUD Guide will serve as the "Zone District Regulations" for the PUD and is in conformance with the approvals and conditions as set forth by the Town of Minturn and the applicable Development/Municipal Code thereof.

### **II. APPLICABILITY**

The Belden Place PUD authorizes a total of 41 dwelling units on 27 lots. The residential mix of units are comprised of single-family, duplex, triplex and multifamily dwellings on approximately 2.7 acres of land within the south Town of Minturn, Eagle County, Colorado. All development within the Belden Place PUD is administered by the Town of Minturn through the provisions of this PUD Guide. Building construction within the PUD is governed by the applicable Town of Minturn ordinances, rules, regulations and codes. Approval of this plan constitutes a vested property right pursuant to section 24-68-103, C.R.S., as amended.

### **III. GENERAL CHARACTER**

The Belden Place neighborhood is characterized by a mix of elements from the Town of Minturn code and Comprehensive Plan. This walkable/multi-modal development with connection to downtown and the Minturn Fitness Center is comprised of single-unit, duplex-units, and multi-family units, located along a local, privately owned and maintained street that loops through the development. Anchoring the subdivision is a dedicated central greenspace/common area for residents to gather that includes a recreation area. Across the highway public has access to the Boneyard, which is a permanent open space area complete with river access and to the south, access to National Forest Service lands.

### **IV. PUD CONFLICT AND ENFORCEMENT**

The Belden Place PUD Guide constitutes the standard zoning provisions for this subdivision, as adopted by The Town of Minturn. Where this Guide is silent, the applicable provisions of Town of Minturn development code shall govern. If there is any conflict between the provisions of this Guide and the provisions of Town of Minturn development code or any other ordinances, the provisions of this Guide shall prevail and govern the development of the PUD.

The Town of Minturn is responsible for the interpretation and enforcement of this PUD Guide in accordance with the Minturn Municipal Code. The Belden Place Owners Association may enforce this Guide in accordance with the terms of the CC&Rs. The Town of Minturn expressly reserves the right to refuse to approve any application for a building permit or certificate of occupancy for the construction or occupancy of any building or

structure within the PUD if said building or structure fails to comply with the requirements of this Guide. This provision shall not be construed as a waiver by any appropriate party, including without limitation, any owner of a Dwelling Unit, the Owners Association, the Design Review Committee, or the Developer, of any right to appeal, pursuant to the appeal rights otherwise available under the Town development code, building codes, or by other applicable law.

## V. PUD AMENDMENTS

Changes in use resulting in more intensity of development, major rearrangement of lots into areas not previously containing development, overall increases in development intensity or density, and decreases in the area or provisions for dedicated open space will require approval by the Town Council following the procedures of the Town code for the submittal of an Amended PUD, pursuant to the Town of Minturn Municipal Code, currently § 16-15-230, as may be amended.

## VI. DEFINITIONS<sup>1</sup>

**Accessory Dwelling Unit.** A dwelling unit that is accessory and subordinate to the principal use of the property that has been designed and intended for occupancy by the caretaker of said property, persons who live and work in Eagle County, or relatives and guests of the occupants of the principal use of the property. An accessory dwelling unit contains a kitchen facility separate from the principal use.

**Accessory Use.** A use located or conducted upon the same lot as the principal use to which it is accessory that is clearly incidental, subordinate, secondary and devoted to the principal use, and is customarily found in conjunction with the principal use. For example: personal gardens are accessory uses customarily found in conjunction with residential uses.

**Association.** Association shall mean the Belden Place Owner Association (BPOA or OA).

**Building Lot Coverage.** Building Lot Coverage means the portion of a lot that is covered by buildings, including all interior space including garages, and all enclosed cantilevered portions of a building, covered porches, covered walkways and similar covered areas. Buildings are measured at the outside exterior wall.

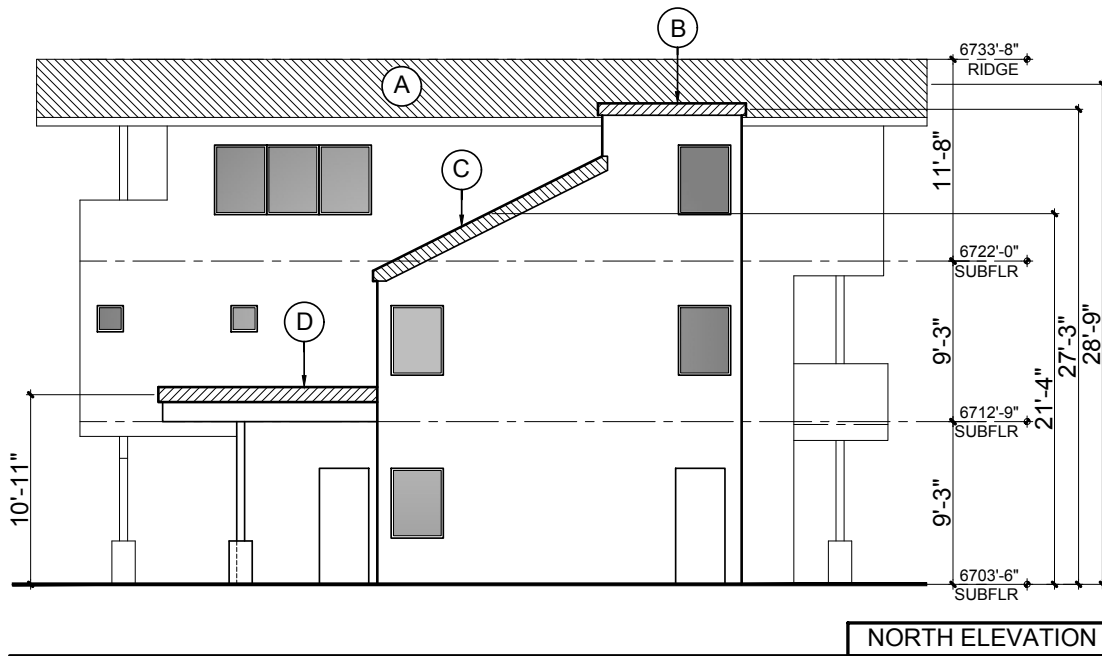
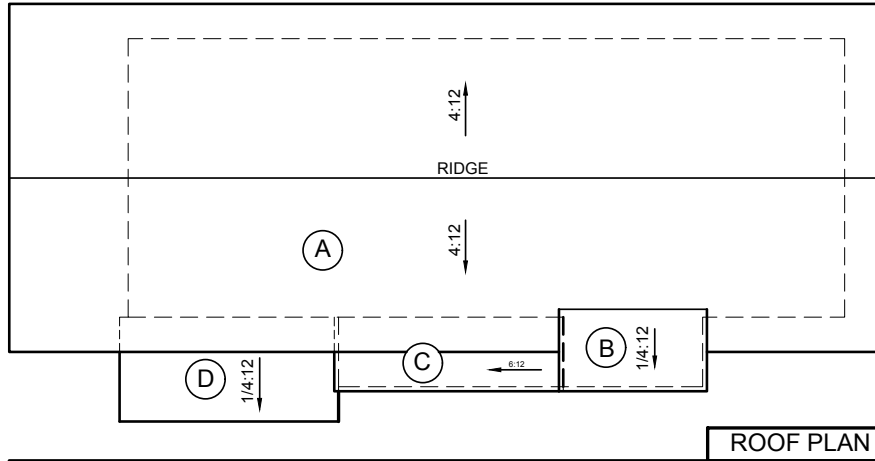
**Building Envelope.** Building Envelope means that portion of a Lot, which may be depicted and designated as the Building Envelope on the Belden Place plat. All structural improvements must be located entirely within the Building Envelope unless expressly permitted in this PUD Guide.

**Building Height.** Determining building height uses a weighted height calculation as measured from final/finished grade- *See illustration, next page.*

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<sup>1</sup> All images herein this section or in design section are for illustrative purposes only, and do not necessary reflect architectural requirements or restrictions as found in this PUD guide, nor the lot lines or parcel shapes as found on any plat for Belden Place or duplex or multi-family subdivision plats. Where conflict arises, text shall rule.





ROOF MARK	ROOF AREA (SF)	ROOF AREA %	AVG HEIGHT	WEIGHTED AVG
A	984	85.1	28'-6"	2,425.35'
B	40	3.5	27'-3"	95.37'
C	56	4.8	21'-4"	102.38'
D	76	6.6	10'-11"	72.07'
TOTAL:	1,156	100.0	-	2,695.17'

$2,695.17' / 100 = 26'-11"$  AVG ROOF HT

**Building Setbacks.** See Building Envelope.

**Condominium Unit.** An individual air space unit consisting of any enclosed room or rooms occupying all or part of a floor or floors used for residential purposes, together with the interest in the common elements appurtenant to that unit. Dwellings are intended to be occupied by one family living independently of any other family and having not more than one indoor kitchen facility which is limited to the use of one family. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

**Duplex.** Duplex structure shall consist of two-dwelling units within a single, architecturally integrated structure. A duplex, also referred to as a two-family structure, contains a primary and secondary unit. If the property is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently. The secondary unit must be integral with the architecture of the primary unit. See illustration in design section.

For purposes of dwelling unit definition each duplex residence counts as a dwelling unit, with a maximum of two dwelling units per duplex structure.

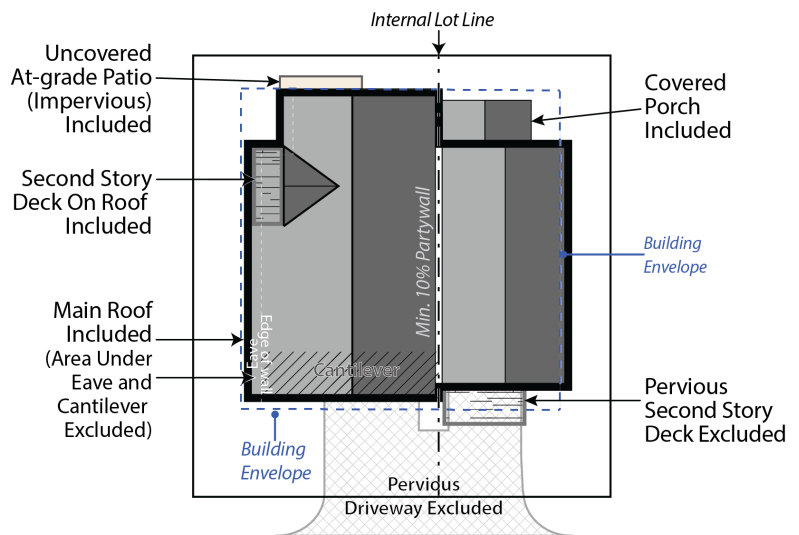
**Dwelling Unit.** One or more rooms occupied by one family or group of people living independently from any other family or group of people and having not more than one indoor cooking facility which is limited to the use of one family. For purposes of density calculations, Accessory Dwelling Units are not considered a separate dwelling unit and shall not affect density calculations. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

**Grade, Established.** Established grade means the final elevation of the ground level as established with the initial building permit for each residence within the development.

**Greenspace.** Greenspace areas include all areas surrounding impervious materials and surfaces; and areas surrounding buildings. Common or useable greenspace areas (area under ownership of the Owners Association) may have playground equipment, picnic benches, and improvements such as fire pits etc. as provided and approved by the Owners Association. All common greenspace areas are maintained by the OA.

**Home Occupation.** A Home Occupation means the conduct of a business, occupation or trade as an accessory use entirely within a residential building or accessory structure for gain or support, only by residents of the dwelling. Home occupations do not serve patrons on the premises, except in an incidental manner. No signs, nor advertising of any sort may be located on residential premises.

**Site Coverage.** Site coverage means the portion of a lot covered by materials forming any unbroken surface, impervious to water including, but not limited to: buildings, streets, slab on-grade patios, exterior fireplaces, and other hardscape materials. Site coverage excludes non-hardscape areas under eaves or similar (e.g., open-sided cantilever).



**Kitchen Facility.**

A Kitchen Facility means a room or portion of a room devoted to the preparation or cooking of food for a person or a family living independently of any other family which contains a

sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A room containing a wet bar or similar that is a homeowner convenience and is not intended to function as the cooking facility for a separate dwelling unit (does not contain a gas or 220-V electric hook-up) shall not be considered a kitchen facility.

**Triplex.** Triplex structure shall consist of three-dwelling units within a single, architecturally integrated structure. Triplex structures can be constructed as townhomes or vertical flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

**Multi-family.** Multi-family structure shall consist of four or more dwelling units within a single, architecturally integrated structure. Multi-family structures can be constructed as vertical townhomes, condominiums, or horizontal flats. If the property and/or structure is divided each of the units can be owned separately as fee simple estate and ownership and can be conveyed or transferred independently.

**Open Space.** A dedicated lot within the Belden Place neighborhood dedicated to public use, intended for use in its natural state, or which may be landscaped and improved for such amenities as playgrounds, passive or active recreation areas, picnic areas, pedestrian footpaths, etc.

**Parking Space.** Parking spaces may include driveways, garages, or designated areas along greenspaces for Belden Place.

**Primary And Secondary Lot Lines.** Primary lot line means platted lot or parcel lot lines utilized to compute compliance with this zoning document. Secondary lot line means the internal property line that resubdivides (e.g.) a duplex or triplex structures into two (2) or more properties and do not have setback requirements.

## VII. DESIGN STANDARDS

The following Intent Statements are intended to provide further information regarding intent and performance expectations for Belden Place site and building/design standards.

### A. GENERAL INTENT

- Implement the Town of Minturn Comprehensive Plan.
- To continue Minturn's physical character and convenient access to community assets, public open space, and transit.
- Improve compatibility with and respect for the existing character and context of Minturn and its eclectic persona through use of considerate lot size, form, color and materials.
- Give prominence to livable scale and historic lot sizes and the variable building proximities found in the town, which is a defining element of the eclectic character and design foundation of Minturn in general.
- Spatially define lots and their associated greenspace as a positive feature resulting in a manner that promotes a tight-knit community.
- Provide pedestrian connections between Belden Place, public open space, commercial amenities and transit.

## B. BUILDING PLACEMENT AND ENVELOPES

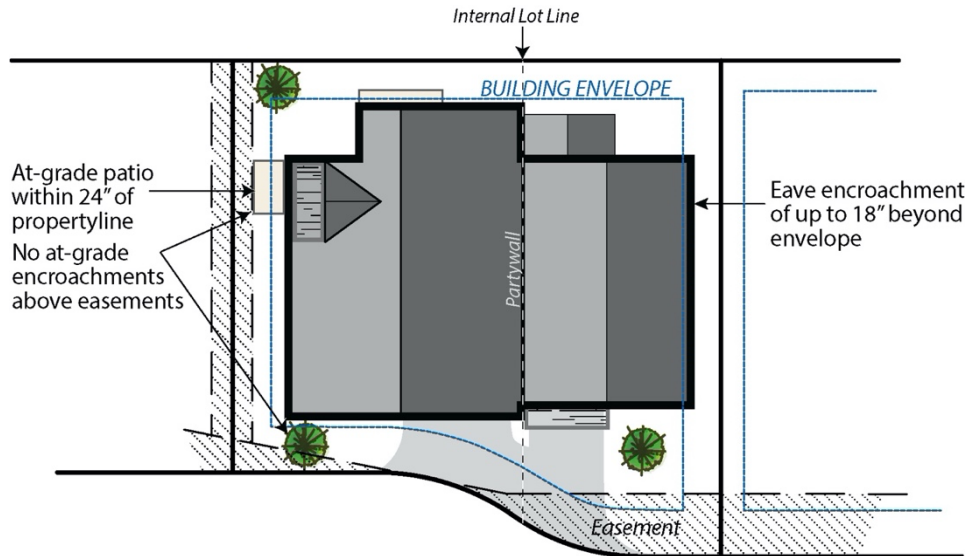
Residential building envelopes are necessary in order to maximize the buildability and economic viability of the lots while offering greenspace and or space between neighbors to the greatest extent possible. All portions of structure- including fireplaces, chimneys, window wells, eaves, overhangs, etc. must be contained within property lines; however, with the platted building envelope acting as building setbacks for each lot, encroachments are available for certain features.

The following encroachments are permitted beyond the platted building envelope:

Unenclosed or uncovered decks; deck supports; eaves up to 18" beyond the envelope; porches, patios and landings less than 30" above the surrounding natural or finished grade; window or light wells; heat or A/C units; residential solar alternative energy installations; fences; counterforts below grade; staircases (enclosed or otherwise); structures of less than 6" in height; landscaping and drainage features. No encroachment may be located within 24" from the property line or vertically closer than 6' above in-ground utility easements, by second story encroachments. Underground parking elements and staircases may encroach within 12" of the most southern property line on Lot 7.

General Notes:

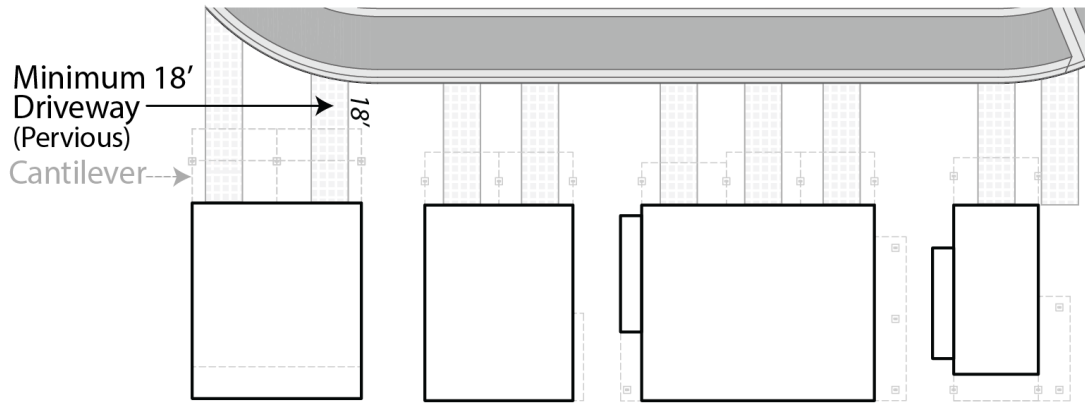
- All lots except for Lots 7, 12-14, 21-25, and 17: Minimum 8' between residences required measured from eave to eave.
- Lots 12, 14, 26, 27: Minimum 6' between neighboring residences required. This distance measured from eave to eave.



## C. PARKING

- Driveways must be long enough to accommodate a minimum of one (1) vehicle parking space for each residence.
- All parking spaces shall be a minimum of 9' x 18'.
- Parking spaces shall not be located on sidewalks.
- Storage of inoperable vehicles or storage in general is prohibited in exterior parking spaces.
- ADUs are only permitted if there is sufficient parking for this additional dwelling unit. Parking requirement: Minimum of 1 space.





**D. BUILDING HEIGHT**

All residences have the height limitation as shown, as measured per the PUD definition.

Structure	Height Max
Single-Family Homes	28'
Duplex Unit/Tri-plex	28'
Multi-family Units: Stacked Flats (Lot 7) and 5-Plex (Lots 21-25)	35'

**E. BUILDING HEIGHT EXCEPTIONS**

The height limitation shall not apply to antennas, mechanical equipment, elevator enclosures, staircase/rooftop access enclosures, ridge vents, cupolas, chimneys, ventilators, parapets, skylights, solar panels or similar, and necessary mechanical appurtenances usually installed above the roof level.

**F. SITE COVERAGE**

Lots	Class	Max %
Lot 1	SF	60%
Lots 2/3	DU	70%
Lot 4	SF	70%
Lots 5/6	DU	55%
Lot 7	MULTI	70%
Lots 8/9	DU	70%
Lots 10/11	DU	65%
Lots 12/13/14	TRI	80%
Lot 15	SF	60%
Lot 16	SF	60%
Lot 17	SF	50%
Lot 18	SF	45%
Lot 19	SF	45%
Lot 20	SF	50%
Lots 21/22/23/24/25	MULTI	65%
Lot 26	SF	70%
Lot 27	SF	70%
Notes	1 Sidewalks shall not be included in site coverage calculations	

**G. PERMITTED USES**



Single-Family Lots:

USE	NOTES
Accessory Dwelling Unit	One (1) unit. Unit is connected to main dwelling and cannot be subdivided. ADU has independent kitchen and shall be no larger than 750 sq. ft. ADU is not considered as a primary dwelling unit, as it is integral to the home as an accessory use. ADUs will require additional water service allocations (taps) and charges pursuant to Code Chapter 13. ADUs are included in Site Coverage calculations and cannot exceed maximum limitation for that lot.
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code.
Family Child Care	Use permitted pursuant to the Town of Minturn Municipal Code.

Duplex/Tri-plex/Multi-Family Lots:

USE	NOTES
Home Occupation	Use must be imperceptible; no signage or advertisement of use permitted onsite. Use permitted pursuant to the Town of Minturn Municipal Code

Tracts A, B, C, D:

USE	NOTES
Road, Open Space*, Drainage*, Utilities, Snow Storage	*Playground equipment, park benches and features, or similar may be placed here. Hardscape pedestrian walkways, paths and lighting fixtures are permitted in these areas. Undefined utilities

	(e.g. internet or similar) can be placed here without the need for additional easements. Open space may be utilized by public.
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All lots:

Residential Solar Energy Systems and Equipment (Personal Use)

Short-term rentals as defined in the Minturn Code are not permitted in Belden Place.

**H. ARCHITECTURAL DESIGN CONTROLS –**                      *See also Belden Place PUD Design + Use Guidelines*

**1. SINGLE-FAMILY DETACHED**

a. Style

- (1) Residences with the same architectural elevations and coloring shall not be placed adjacent to each other or directly across the street from one another.
- (2) Each residential unit type shall have at least two (2) elevations to provide stylistic diversity. This may include:
  - i. Roof forms/lines and profiles
  - ii. Varied window and door styles
  - iii. Varied entry treatments and locations including porches, columns, etc.
  - iv. Two or three story homes
  - v. Second or third story decks or balconies

b. Building Form

- (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front and sides of the homes.
- (2) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.
- (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

**2. DUPLEX/TRI-PLEX or MULTIFAMILY STRUCTURES**

a. Style

- (1) Structures shall have at least two (2) elevations to provide stylistic diversity.
- (2) Units may be multi-stories.
- (3) Units may be divided horizontally (townhomes) or vertically (flats).
- (4) Second story decks or balconies permitted.
- (5) Units have no minimum length of connection and may be joined via shared walls of the garage, external staircases, or main living area wall(s) or floors.

b. Building Form

- (1) The mass of the residence should strongly reflect the architectural style and be scaled to provide visual interest and depth, reduce boxiness and achieve an articulated form on the front of the homes.
- (2) Roofs shall be designed and pitched accordingly in consideration of solar technology and/or drainage.
- (3) Roof-top decks are permitted only on certain lots as established by developer and cannot be added on buildings not constructed with this initial feature.

### 3. MATERIALS

- a. Roofing materials are limited to the following:
  - (1) Artificial wood shingle (to mimic wood shake shingle). Treated wood shake shingles or any other combustible material is prohibited.
  - (2) Standing seam metal.
  - (3) Asphalt shingles.
  - (4) Imitation (composite or similar); or, real slate tiles.
  - (5) Non-reflective solar tiles that mimic the above-mentioned products
  - (6) Any other recommended FireWise materials similar to the above-mentioned products.
  
- b. Siding materials are limited to the following:
  - (1) Metal
  - (2) Wood
  - (3) Composite siding
  - (4) Fiber cement board (commonly known as “Hardie Board”)
  - (5) Stucco.
  - (6) Any other recommended FireWise materials similar to the above-mentioned products.
  - (7) All siding materials to have non-reflective finishes.
  
- c. Doors and Windows:
  - (1) Structures with multiple garage doors must always have identical, matching doors.
  - (2) All replacement windows shall be consistent and match the aesthetic of previous windows unless otherwise approved by the design review board. Skylight or solar tubes permitted.
  - (3) Screen or storm doors, in addition to typical front doors are permitted. Screen or storm doors cannot replace front doors at any time.
  
- d. Design Elements. This development may incorporate mountain appropriate design elements into the buildings, including, but not limited to, exposed heavy timber beams as accent elements or entry features, walls faced with wood, stone, faux stone or cultured stone, metal railings or accents. Stucco may only be utilized in small quantities on building facades and is not to be used as a primary material for home.
  
- e. Building materials for residential exteriors shall include at least two (2) types of materials as part of the building façade.

#### I. LANDSCAPING – *See also PUD Landscaping Plan*

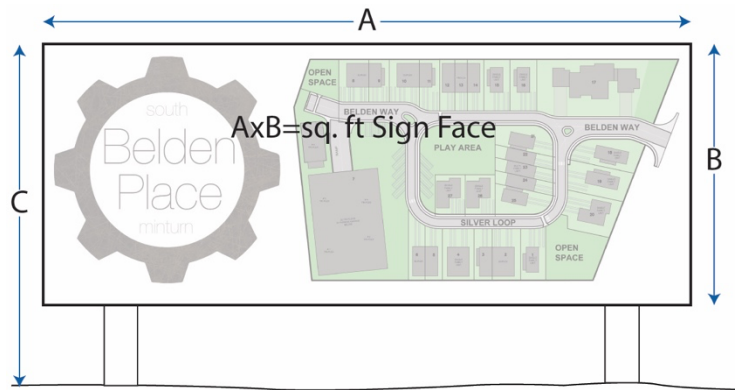
Shall not interfere with any drainage way, utility, pedestrian access, or entry into any structure. Landscaping shall not obscure windows, be installed under gas fireplace or dryer vents, nor shall any landscaping material overtake any yard, or spread into any common or neighboring yards.

Landscaping minimums:

1. At least one (1) tree per 1,200 sf of lot area and two (2) shrubs for all lots. See also *official Landscaping Plan for Belden Place*.
2. All landscaping proposed on the approved Landscaping Plan shall be installed initially with expectations for maintenance.
3. No exposed soil is permitted. Soil must be covered in groundcover that may consist of seed (includes wildflower seed), cobble, perennials, mulch, or similar.
4. All dead materials must be replaced during the same season death occurs.

**J. SIGNS**

Temporary Subdivision Sign. Temporary subdivision sign limited to one (1) sign to be permitted during sales and construction of residences. Signs may be double-faced front and back. The signs shall be a maximum of 20 SF per sign face (A x B). 40 SF for a double face sign, front and back. Sign shall not exceed 8 feet in height (C).



The sign may not encroach or impede the visual site clearance triangle at the subdivision entrance. Sign may be illuminated by means of downcast “portrait” lighting only.

Individual real estate signs may also be permitted on individual lots during construction and may not exceed 20” x 24” in size for each lot.



Permanent Subdivision Sign. Permanent site identification signs may be erected for the purposes of identifying this neighborhood. This sign shall be considered a monument-type sign and shall be integrated into the landscaping of the allocated easement on Lot 18. The color style design and material shall conform to the general architectural character of the Belden Place and shall comply with the Town of Minturn sign code.

**BELDEN STREET SIGNS AND LIGHTING**  
Using wood posts and metal accents, this is an illustration of Belden Place common street signs, posts, and pathway lighting bollards.



## K. LIGHTING

1. Lighting within the project shall consist of downcast varieties and shall not cast any glare on adjacent land uses or property. Light poles shall not exceed 15 feet in height and shall be coordinated with the Town of Minturn as to location style and function through the building permit process. Poles shall be downcast and bulbs shall not be visible from beyond the boundaries of Belden Place.
2. All lamps shall be fully shielded by baffles extending at least two (2) inches below the bulb or protective lens. Shielding shall be required for all lamps including accent entry ways, pathway lighting, bollards, or, other pedestrian or safety lighting.
3. Illuminated signage is prohibited on residential lots. Pedestrian crosswalks and traffic signs may be illuminated. Monument lighting or buildings within common areas may also be illuminated, using downcast lighting.
4. Obtrusive canopy lighting and/or up-lighting of trees is prohibited. No illuminated flags and/or up-lighting of flag poles is permitted.
5. Residential downcast solar lighting is permitted to be used throughout Belden Place.
6. Motion sensor lighting is permitted to be used on residential lots; however, placement of which, must ensure that lighting does not affect adjacent properties or create glare.

## L. STORAGE

1. No outside (aka open air) storage of materials other than those required for the initial construction of the structures shall be permitted. Residential trash shall be kept in wildlife-proof, lidded and/or sealed containers in a garage or shelter until the day of collection. Exception: temporary construction dumpsters are not required to be considered wildlife proof. That being said, no food waste may be disposed of in

construction dumpsters, and must be placed in wildlife-proof, lidded and/or sealed containers until the day of collection.

2. Temporary trailer and/or residential units may be used as sales or construction offices during the initial sales and construction of Belden Place. Temporary trailer and/or residential units may not be used as sales or construction offices for the purposes of re-selling existing homes. Temporary material storage, or other temporary construction uses may be permitted during the construction time only; provided such activities are secured and not offensive. Such temporary uses shall terminate 90 days after receiving TCO of the final building within the project for which they were utilized.

## **M. MAINTENANCE**

The Association shall be responsible for all common area maintenance including any drainage features. This includes, but is not limited to landscaping, playground equipment, underground drainage equipment or drainage ponds, irrigation systems, easements, utilities outside of residential lots, perimeter fencing, roads- includes snow removal, and common parking areas.

## **N. OTHER PROVISIONS**

Miner's Base Camp, LLC hereby makes, declares, and establishes the limitations, restrictions, and uses upon all of real property contained within the subdivision as a Planned Unit Development (PUD) running with the land and binding upon all future owners of the lots within the subdivision, so long as this PUD is in effect.

No activities shall be conducted on the properties, which may be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged on any of the properties and no open fires shall be permitted on the properties except in a contained unit such as a barbecue grill intended for cooking purposes or within a safe, and well-designed fireplace or exterior/removable fire pit which has a gas shut off.

Invalidation of any of these regulations and or restrictions by judgment or court order shall in no way affect or limit any other provision, which shall remain in full force and effect.

The Town of Minturn shall have the right to enforce these zoning restrictions and conditions placed within this PUD document. The Association shall enforce private covenants. Failure by the Town or Association to enforce any applicable regulation, restriction, or any covenants associated with Belden Place PUD shall in no event be deemed a waiver of the right to do so thereafter.

All construction, utility, drainage and/or other improvements including rights-of-way, or pedestrian improvements within the subdivision must be maintained and unobstructed at all times. Grading on the residential lots shall not be altered unless deemed necessary for drainage purposes. The potential for soil erosion due to removal of landscaping, etc. must be remedied immediately. All dead landscaping must be replaced upon discovery, during acceptable planting time during that same year of discovery.

Parking for each unit is limited the number of assigned spaces per lot, unit or structure.



## Planned Unit Development Guide



## APPENDIX A - ATTAINABLE HOUSING PROGRAM

*This project is in accordance with the Community Housing Standards and Guidelines, Town of Minturn Article 26 of the Municipal Code. To the extent the Belden Place Deed Restrictions are silent, the Minturn Housing Standards and Guidelines, shall control.*

**The Belden Place PUD has three levels of initial restriction, components of which, meet or exceeds the requirements of the Minturn Housing Program.**

- Level 1:**        **Buyer Restrictions.** Aimed to ensure Minturnites have the first opportunity to purchase a Belden Place home within the town. 100% of all homes have this restriction.
- Level 2:**        **Deed Restricted Units.** Four (4) units of the Belden Place residential units shall be community housing units with an initial maximum sales price set at or below two hundred percent (200%) AMI affordability level.
- Level 3:**        **Resident-Occupied Units.** 20 units are restricted to be occupied by residents on a full-time basis.

### LOCAL BUYERS PROGRAM – ALL LEVELS

Purchasers of Belden Place housing units that carry restrictions, and during each offering period, must be a qualified buyer/owner who meets the following criteria:

1. **Qualified Buyer: Business Owner.** An established business owner in Eagle County, Colorado. Business Owner may live in residence or rent out dwelling to employees of the business or as qualified below.
2. **Qualified Buyer, Resident or Renter: Employee.** An individual who works an average of 20+ hours or more per week for at least one year at a business in Eagle County, Colorado for a business that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business. If an individual has worked 40+ hours per during one half of the year at such a business in Eagle County, Colorado, and worked elsewhere for the other half of the year, such person would be considered qualified to purchase or rent a designated home.
  - a) An individual who is working for an employer based in another geographic location, but has been a homeowner or renter of a residence, or, is a registered voter in Eagle County for at least 5 years prior, would be considered qualified to purchase a designated home.

3. **Qualified Buyer, Resident, or Renter: Retiree.** An individual who has recently retired; is 60 years of age or older at the time of retirement; and, for the 5 years immediately prior to retirement, worked an average of 20+ hours or more per week at a business in Eagle County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.
4. **Qualifications.** Proof to establish qualifications for any buyer/owner, must be provided to the Town of Minturn or Administrator for review and approval, prior to sale and purchase of any restricted lot, or rental of a restricted Level 2 or Level 3 unit. Qualified renters of a restricted Level 2 or Level 3 unit must also do the same.
5. **Qualified Minturn Buyer/Resident.** Minturn Residents must show proof of physical address. All qualified residents must have lived at this residence or within the town for at least one (1) year.
6. **Rentals, Unit.** Units purchased by qualified buyer/owner, may rent their property to a tenant/individual who works an average of 20+ hours or more per week at a business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business for a period of 6 months prior to tenancy, or has a legitimate contract to work for a business for a minimum of six (6) months after tenancy.
7. **Rentals, Room.** Tenants renting a room while qualified buyer/owner resides in the home, do not have to qualify for this program.

**LEVEL 1 RESTRICTIONS: Buyer Restrictions. All units.**

1. Buying and Selling of properties: Tier Sales.
  - a. Within the first 30 days of unit being offered for sale, sales are limited to Minturn Residents who are qualified buyers/residents.
    - i. Non-qualified buyers must pay 4% buyout fee based on the final purchase price to be paid to the Town of Minturn during this time frame. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.
  - b. After 30 days and up to 60 days of unit placed on the market sales are limited to Minturn and Eagle County qualified buyers/residents.
    - i. Non-qualified buyers must pay a 3% program buyout fee based on the final purchase price to be paid to the Town of Minturn. The Buyout Fee is to be treated like a cash-in-lieu payment to the Town of Minturn.
  - c. After 60 days sales are open to any buyer, for any unit that does not carry Level 2 or 3 qualification requirements.



**LEVEL 2 RESTRICTIONS:**

**AMI Restricted Units, For Sale: Four (4) units.**

1. The initial sales price shall be no greater than that which is affordable to households earning up to 200% AMI, as determined by Administrator. Households means all individuals who will occupy a unit regardless of legal status or relation to the owner or lessee. AMI or Area Median Income means the estimates of median income compiled and released annually by the United States Department of Housing and Urban Development.
2. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the *Belden Place Attainable Housing Program Allocation Table* and shall be administered by the Town or Administrator. Conditions and restrictions of a unit with a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

**LEVEL 3 RESTRICTIONS:**

**Resident-Occupied Deed Restricted Units, For Sale: 20 units.**

1. Person(s) purchasing a resident-occupied unit must be a qualified buyer.
2. Units may be sold, or, once purchased, rented to qualified persons.
3. Deed restrictions shall run with the unit, cannot be removed or transferred to another unit once established, and shall be in perpetuity.
4. "Resident-occupied" means persons living in these units must reside in units on an ongoing basis for a minimum of nine (9) months per year.
5. Units may be further restricted through participation of the Town or other government entities regarding financing or purchasing of a unit directly from the developer or applicant or other participation as agreed to by the parties. If this occurs, the nature of the deed restriction shall be recorded in this appendix, more specifically in the *Belden Place Attainable Housing Program Allocation Table* and shall be administered by the Town or assigns. Conditions and restrictions of a modified restriction of this section shall be for that particular unit and will not be applied to remaining units without participation.

**OTHER:**

1. Deed restrictions, buyer and AMI qualifications shall be administered by the Town of Minturn, or their assigns (herein after "Administrator") in accordance with the Town of Minturn Community Housing Guidelines.

2. The Town, the Developer, and Eagle County Housing Development Authority will work together to administer those units that are allocated as restricted housing units, as shown on the allocation table.
3. Short-term rentals are regulated by the Town of Minturn. More specifically, short-term rentals are controlled per Chapter 6, Article 7: Short Term Rentals and Chapter 16, Article 26: Community Housing Standards and Guidelines, as approved and amended from time to time by resolution of the Town Council. Units with modified Level 2 restrictions (further restricted than what is within this program) and units with Level 3 restrictions are not eligible for/as short-term rentals.
4. The Administrator will work with the owner to mitigate any unforeseen or exceptional circumstances that may affect restriction agreements. If any conditions have changed in the owner's situation that may affect the agreement of any level restriction, it is important to contact the Town of Minturn or assigns so that no penalties are incurred. Penalties shall be in accordance with those in place by the Town of Minturn or Administrator in accordance with the Town of Minturn Community Housing Guidelines.
5. Appendix A – Attainable Housing Program allocation, may be amended by the Town of Minturn or assigns from time to time, to ensure the programs viability and to reflect the needs of the community. This does not permit the Town or assigns to restrict additional Belden Place units without permission of property owners, unless owners formally request restrictions be placed on their property. Belden Place owners may also initiate the modification or onset of an allocation as long as minimum requirements are maintained. Modifications made to this document without a major amendment are generally limited to the buyer restriction qualifications to ensure they mature according to community needs (kept up to date with Administrator policies), and/or for periodic updates to the *Belden Place Attainable Housing Program Allocation Table* to ensure accurate administration of restricted units.

The *Belden Place Attainable Housing Program Allocation Table* as found in this Appendix may be amended for administrative purposes by the Town or Administrator without the need to amend the Belden Place PUD through a PUD Amendment; however, upon the successful modification to Appendix A all documents shall be re-recorded as one document to ensure they remain connected.

6. Belden Place Housing Unit Allocations:

***SEE Belden Place Attainable Housing Program Allocation Table, Next Page***

*This are intentionally left blank*

**Belden Place Attainable Housing Program Allocation Table**

*If a unit has a Level 2 or 3 restriction applied by the Town of Minturn or Administrator after the initial approval has been given, please add a Y and the date of assignment. If a lot does not have a Level 2 or 3 restriction, please add an N/a for this "free market" unit.*

LOT or UNIT*		LEVEL 1	LEVEL 2 – 200% AMI (Initial Sales)		LEVEL 3 – Resident Occupied (Permanent Restriction)	
1	SF	Y				
2	D	Y				
3	D	Y				
4	SF	Y				
5	D	Y			YES	
6	D	Y				
7A	MF	Y			YES	Unit 1 - Top Floor Front
7B	MF	Y			YES	Unit 2 - Top Floor Front
7C	MF	Y			YES	Unit 3 - Top Floor Back
7D	MF	Y				
7E	MF	Y			YES	Unit 5 - Middle Floor Front
7F	MF	Y			YES	Unit 6 - Middle Floor Front
7G	MF	Y				
7H	MF	Y				
7I	MF	Y			YES	Unit 9 - Main Floor Front
7J	MF	Y			YES	Unit 10 - Main Floor Front
7K	MF	Y				
7L	MF	Y				
7M	MF (V-TRI)	Y	YES	Unit 13 - Ground Floor Vertical Tri	YES	Unit 13 - Ground Floor Vertical Tri
7N	MF (V-TRI)	Y	YES	Unit 14 - Middle Floor Vertical Tri	YES	Unit 14 - Middle Floor Vertical Tri
7O	MF (V-TRI)	Y			YES	Unit 15 - Top Floor Vertical Tri
8	D	Y				
9	D	Y			YES	
10	D	Y				
11	D	Y			YES	
12	TRI	Y			YES	
13	TRI	Y			YES	
14	TRI	Y			YES	
15	SF	Y				
16	SF	Y				
17	SF	Y				
18	SF	Y			YES	
19	SF	Y				
20	SF	Y	YES		YES	
21	MF (5-PLEX)	Y				
22	MF (5-PLEX)	Y				
23	MF (5-PLEX)	Y				
24	MF (5-PLEX)	Y				
25	MF (5-PLEX)	Y				
26	SF	Y			YES	
27	SF	Y	YES		YES	

Belden Place Attainable Housing Program



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
BELDEN PLACE**

After recording return to:  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Avenue, Suite 2000  
Centennial, Colorado 80122



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(a) Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 10.5 of this Declaration. ....35

(b) By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article 10.....35

(c) Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 10. ....35

Section 10.3 Commencement or Pursuit of Claim Against Bound Party.....35

(a) A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article 10.....35

(b) Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute. ....35

Section 10.5 Mandatory Procedure.....36

(a) Notice. Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely: .....36

(i) The nature of the Claim, including all Persons involved and the Respondent’s role in the Claim;.....36

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);.....36

(iii) The proposed remedy; and.....36

(iv) The fact that the Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that the Claimant will meet with the Respondent within a reasonable amount of time after such inspection to discuss in good faith ways to resolve the Claim. ....36

(b) Negotiation and Mediation.....36

(i) The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, any Party may appoint a representative to assist the Parties in negotiation. ....36

(ii) Upon the Termination of Negotiations, the Claimant has thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in subsection 10.5(a) of this Declaration. ....37

(iii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, the Claimant waives the Claim, and the Respondent will be released and discharged from any and all liability to the Claimant on account of such Claim.....37

- (iv) Any settlement of the Claim through mediation must be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator must issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.....37
- (v) Each Party will bear its own costs of the mediation, including attorneys’ fees, and each Party shall share equally all charges rendered by the mediator.....37
- (vi) If the Parties agree to a resolution of any Claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article 10. In such event, the Party taking action to enforce the agreement will recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys’ fees and court costs.....37

(c) Binding Arbitration.....37

- (i) Upon the Termination of Mediation, if the Claimant desires to pursue the Claim, the Claimant may initiate final, binding arbitration of the Claim under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in Section 10.5(a) of this Declaration. ....37
- (iii) Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, one arbitrator who has expertise in the areas of the dispute, which may include legal expertise if legal issues are involved, will arbitrate the dispute. ....38
- (iv) Each Party shall bear its own costs and expenses and an equal share of the arbitrator’s and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator shall award reasonable attorneys’ fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.....38

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BELDEN PLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELDEN PLACE (the “**Declaration**”) is made and entered into on as this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Miners Base Camp LLC, a Colorado limited liability company (the “**Declarant**”).

**RECITALS**

A. The Declarant is the owner of certain real property in Eagle County, Colorado, which is more particularly described as set forth in *Exhibit A* attached hereto and by reference made a part hereof.

B. The Declarant desires to create a planned community under the terms of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.* (“**CCIOA**”) on the real estate described in *Exhibit A*, under the name “Belden Place”.

C. The Declarant has caused Belden Place Owners Association, Inc. (the “**Association**”), a Colorado nonprofit corporation, to be incorporated under the laws of the State of Colorado, as an owners’ association, for the purpose of exercising the functions set forth herein.

**ARTICLE 1. SUBMISSION/NAMES/DEFINED TERMS**

Section 1.1 Submission of Property. The Declarant hereby submits the real estate described in *Exhibit A*, and such additional property as may subsequently be annexed hereto, pursuant to the annexation rights reserved in this Declaration, together with and subject to all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the “**Property**”), to the provisions of CCIOA, as it may be amended from time to time, and to the terms and conditions of this Declaration. In the event CCIOA is repealed, CCIOA on the effective date of this Declaration shall remain applicable. The Declarant hereby declares that all of the Property described in *Exhibit A*, and as added to by annexation, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. The Declarant further declares that this Declaration is made for the purpose of protecting the value and desirability of the Property, that this Declaration shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof.

Section 1.2 Name and Type. The type of common interest community created hereunder is a planned community as defined in CCIOA. The name of the common interest community is “Belden Place”. The name of the Association is “Belden Place Owners Association, Inc.”

Section 1.3 Property. The Property is located in Eagle County, Colorado. The initial property of the Property is described in *Exhibit A*.

Section 1.4 Defined Terms. Each capitalized term in this Declaration or on the Plat shall have the meaning specified in CCIOA or as used in CCIOA, unless otherwise defined in this Declaration or as context requires otherwise:

(a) “**Annexable Area**” shall mean the property described on *Exhibit B*, attached hereto and incorporated herein.

(b) “**Allocated Interests**” shall mean the votes and Common Expense liability allocated to each Unit as set forth in Article 3, Section 3.4 of this Declaration

(c) “**Architectural Review Committee**” shall mean the committee appointed by the Declarant or the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

(d) “**Articles of Incorporation**” shall mean the Articles of Incorporation of Belden Place Owners Association, Inc., as filed with the Colorado Secretary State, as may be amended from time to time.

(e) “**Assessment**” shall include all Common Expense Assessments, , Special Assessments, Individual Purpose Assessments, and any other expense levied against a Unit pursuant to this Declaration or CCIOA, including interest, late fees, attorney fees, fines, and costs.

(f) “**Association**” shall mean and refer to Belden Place Owners Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.

(g) “**Attached Residential Unit**” shall mean an individual residential dwelling unit constructed on a Multi-Family Lot and which is within a Multi-Family Building, each of which is separated from at least one other residential dwelling unit by a Party Wall.

(h) “**Board**” or “**Board of Directors**” shall mean the body designated in the Governing Documents to act on behalf of the Association.



(i) “**Bylaws**” shall mean the Bylaws of Belden Place Owners Association, Inc., as may be amended from time to time.

(j) “**CCIOA**” shall mean the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et. seq.*, as it may be amended.

(k) “**Common Area**” shall mean all real property owned or leased by the Association, excluding the Lots, for the common use and enjoyment of the Owners, together with all improvements located thereon.

(l) “**Common Expense Assessment**” shall mean an Assessment levied against all Units in the Association to fund the Common Expenses.

(m) “**Common Expense Liability**” shall mean the liability for Common Expenses allocated to each Unit as set forth in Section 3.4 of this Declaration.

(n) “**Common Expenses**” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(o) “**Condominium Association**” shall mean any condominium association formed in accordance with CCIOA in relation to any Condominium Lot.

(p) “**Condominium Lot**” shall mean any Lot which has been subdivided into Condominium Units pursuant to a recorded condominium map and which is subject to a condominium declaration and a part of a condominium community created pursuant to CCIOA. Subsequent to the recording of this Declaration, if any Lot is converted to a condominium form of ownership, any such Lot so converted shall be deemed to be a Condominium Lot upon the recording of the condominium map(s) applicable to such Lot being so converted.

(q) “**Condominium Unit**” shall mean each unit having horizontal boundaries created for individual condominium ownership on a Condominium Lot.

(r) “**Declarant**” shall mean Miners Base Camp LLC, a Colorado limited liability company, and any Person or group of Persons which succeeds to all or any portion of the Declarant’s rights, or any successor to the Declarant duly designated in accordance with this definition. Any such successor must be so identified by means of an express written assignment executed and acknowledged by the Declarant and the duly designated successor Declarant, and recorded in the real property records of Eagle County, Colorado.

(s) “**Design Guidelines**” shall mean a manual of design guidelines for the Property, or other design or architectural guidelines, to interpret and/or implement any

provisions of Article 6 of this Declaration, specifically, and this Declaration in general, as more fully provided for in Section 6.3 of this Declaration.

(t) **"Governing Documents"** shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, the Design Guidelines, and the Rules and Regulations of the Association, as any of the same may be amended from time to time.

(u) **"Guest"** shall mean an Owner's (or a tenant's as applicable) family members, tenants, occupants, invitees, licensees, employees, contractors, and agents.

(v) **"Improvements"** shall mean all exterior improvements, structures, and any appurtenances thereto or components thereof of every type or kind, and all landscaping features, including but not limited to, buildings, outbuildings, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball hoops, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment.

(w) **"Individual Purpose Assessment"** shall mean expenses incurred by the Association which are for the benefit of any individual Unit, as more fully provided in Section 5.5 of this Declaration.

(x) **"Lot"** shall mean and refer to any of the platted lots, including any Single Family Detached Lots, Multi-Family Lots, Vacant Lots, and Condominium Lots, shown upon any recorded subdivision Plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

(y) **"Member"** shall mean any Owner. The terms "Member" and "Owner" may be used interchangeably.

(z) **"Multi-Family Building"** shall mean each building constructed on any of the Multi-Family Lots containing Attached Residential Units, and shall include the Party Walls and other related improvements constructed and located upon such Multi-Family Lots.

(aa) **"Multi-Family Lot"** shall mean any Lot upon which Attached Residential Units are or will be constructed, and which share or will share a Party Wall with at least one other Attached Residential Unit.

(bb) "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(cc) "**Party Wall**" shall mean an interior wall, including the foundation wall, within a Multi-Family Building that separates two adjoining Attached Residential Units and that is located substantially along the shared interior Lot line that bounds the Attached Residential Units.

(dd) "**Period of Declarant Control**" shall mean a length of time expiring no later than the first or occur of the following: (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that May Be Included to Owners other than a Declarant; (ii) two (2) years after the last conveyance of a Unit by a Declarant in the ordinary course of business; or (iii) two (2) years after any right to add new Units to the Declaration was last exercised.

(ee) "**Person**" shall mean a natural person, a corporation, a limited liability company, a partnership, a trust, a joint venture, an unincorporated association, or any other legal entity or any combination thereof.

(ff) "**Plat**" shall mean and refer to the map(s) and/or plat(s) of the Property that is subject to this Declaration recorded in the records of the Office of the Clerk and Recorder of Eagle County, Colorado. More than one map or plat or supplement thereto may be recorded, and, if so, then the term "Plat" shall collectively mean and refer to all of such maps, plats and supplements thereto.

(gg) "**Property**" shall mean the property described in *Exhibit A*, and as added to by annexation, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon which is a planned community as defined by CCIOA.

(hh) "**Rules and Regulations**" shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Property, and/or clarification of the Governing Documents, including any amendment to those instruments.

(ii) "**Single Family Detached Lot**" shall mean those Lots upon which detached residential dwellings are or will be constructed, and which do not share any common walls with any other residential dwelling.

(jj) "**Special Assessment**" shall mean a special Assessment levied by the Association from time to time to cover previously unbudgeted expenses or expenses in

excess of those budgeted, including, without limitation, the costs of any construction restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund.

(kk) “**Unit**” shall mean each Single Family Detached Lot, Multi-Family Lot, Vacant Lot, and Condominium Unit.

(ll) “**Units That May Be Included**” shall mean forty-one (41) Units, which shall be the maximum number of Units that may be subject to this Declaration, including those Units which may be included if all of the Annexable Area described on *Exhibit B* is annexed to this Declaration as provided for in Article 11, Section 11.4 of this Declaration. However, the aforesaid number of Units That May Be Included is not a representation or guarantee as to the actual number of Units that will ultimately be included in the Property.

(mm) “**Vacant Lot**” shall mean any Lot intended to be developed as a Condominium Lot, but which has not yet been subdivided into Condominium Units by the recordation of a condominium map for such Vacant Lot (which would thereby make such Lot a Condominium Lot).

## **ARTICLE 2. PROPERTY RIGHTS IN THE COMMON ELEMENTS/EASEMENTS**

Section 2.1 Easement for Encroachments. Each Lot, Unit, and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2.2 Blanket Easements.

(a) *Maintenance Easement*. An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area, and the exterior portions of any Lot to perform the duties of operation, installation, maintenance, repair and replacement of the Lots or the Common Area, as provided for in this Declaration. Additionally, an easement is hereby granted to the Association, its officers, agents, and employees to enter in or cross over the exterior portion of Lot 18, as shown on the Plat for the purpose of the operation, installation, maintenance, repair, and replacement of the entry sign and related landscaping installed thereon. Further, an easement is hereby granted to the Association, its officers, agents, and employees to utilize the easement area on Lot 17, as shown on the Plat, for the purposes set forth thereon.

(b) *Utility Easement*. A blanket easement is granted to the Association upon, across, over and under all of the Lots for ingress, egress, installation, replacing, repairing

and maintaining any utilities, including but not limited to water, sewers, gas, telephone, electricity, cable, internet and broadband, and a master antenna system, to the extent the Association is responsible for such utilities. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Common Area or Lots after the initial installation of the same by the Declarant, except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

Section 2.3 Access. For the purpose of performing any of the functions or obligations required or permitted by this Declaration, and for performing inspections related thereto, the Association, through its duly authorized agents, contractors, employees, or the Architectural Review Committee, shall have the right, after reasonable notice to the Owner or occupants thereof (or to the board of directors of a Condominium Association relative to any Condominium Lot) and during regular business hours, to enter upon the exterior portions of any Lot, and such entry shall not be deemed a trespass. In emergency situations, including emergency repairs necessary to prevent damage to any Unit or any Common Area Improvements, the Association or its agents, contractors or employees, may enter without notice at any time, but the Owner, other occupants, or the board of directors of a Condominium Association, as applicable, thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Declaration, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct.

Section 2.4 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The terms, provisions, covenants, conditions, restrictions, easements, reservations, uses, limitations, and obligations contained in this Declaration; and

(b) The terms of those recorded easements and licenses appurtenant to the Property, as more fully described on *Exhibit C*, attached hereto and incorporated herein, or to which the Property may be may become subject to pursuant to the rights reserved to the Declarant as set forth herein.

### **ARTICLE 3. THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 3.1 General Purposes and Powers of the Association. The Association has been formed to perform functions and manage the Property as provided in this Declaration to protect the value and desirability of the Property, the Units, to further the interests of the Owners, residents, and Guests of the Property and Members of the Association, and to promote a harmonious community and responsible leadership. The Association shall have a Board of



Directors to manage the affairs of the Association. All Owners and any purchaser of a Unit shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power and authority necessary or desirable to effectuate such purposes, including but not limited to:

- (a) To adopt Rules and Regulations governing the use of the Common Area, the Lots, and the Units;
- (b) To borrow money for the purpose of maintaining or improving the Common Area and for other such purposes deemed appropriate or necessary by the Board of Directors to fulfill the Association's obligations, duties or authority as set forth in the Governing Documents;
- (c) To mortgage the Common Area as security for any loan or liability incurred by the Association, subject to the prior approval of Members entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant; provided, that the rights of such mortgagee shall be subordinate to the rights of the Owners;
- (d) To assign its right to future income, including the right to assign its right to receive Assessments;
- (e) To grant any easement, right-of-way, license, lease, or similar interest through, over or in the Common Area;
- (f) To transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval Owners entitled to cast at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Units not owned by the Declarant;
- (g) To close portions of the Common Area for maintenance, repair, replacement and improvement; and
- (h) To change the use of, and/or to add or remove improvements to or from the Common Area.

Section 3.2 Authority of the Association. The business affairs of the Property shall be managed by the Association. The Association shall be governed by CCIOA, this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents or by Colorado law, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of

Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to affect such right or privilege or to satisfy such duty or obligation.

Section 3.3 Membership. Every Person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for such membership. When more than one person holds an interest in any Unit, all such persons shall be Members.

Section 3.4 Allocated Interests. The Common Expense Liability and votes in the Association allocated to each Unit are set as follows:

(a) Unless otherwise provided in this Declaration, the Common Expense Liability allocated to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units in the Property from time to time.

(b) The number of votes in the Association shall be allocated equally among the Units with each Unit being allocated one (1) vote.

Section 3.5 Managing Agent. The Association may employ or contract for the services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three (3) years and shall be subject to cancellation by the Association on thirty (30) days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.6 Mechanic's Liens. No labor performed and/or materials furnished for use and incorporated into any Lot or Unit with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, or on any property maintained by a Condominium Association, with the consent or at the request of such Condominium Association or its agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, against any Condominium Association not expressly consenting to or requesting the same, or against any interest in the Common Area. Each Owner and Condominium Association shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Area, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Unit or the Condominium Association's property, as applicable. The Association may pay any sums necessary to eliminate any lien filed against Common Area not benefitting from the labor and/or

materials furnished and all sums paid shall be an Individual Purpose Assessment against the Unit of the Owner for whom the labor and/or materials were furnished, or shall be the obligation of the Condominium Association for which such work and/or materials were furnished.

Section 3.7 Right to Notice. Notice of matters affecting the Property shall be given by the Association or through access to Association records, as further provided in the Bylaws or as otherwise provided by the Board of Directors.

Section 3.8 Indemnification. To the fullest extent permitted by law, each officer, director, committee member and volunteer of the Association shall be and hereby are indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or volunteer at the time such expenses are incurred; except in such cases wherein such officer, director, committee member or volunteer is adjudged guilty of breaching his or her duties.

Section 3.9 Disclaimer of Liability. The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all Persons, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its Improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

#### **ARTICLE 4. BOARD OF DIRECTORS**

Section 4.1 Authority of the Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except as otherwise provided in the Governing Documents or by Colorado law, the Board of Directors may act in all instances on behalf of the Association.

Section 4.2 Election of the Board of Directors During the Period of Declarant Control. Except as otherwise provided in this Article, during the Period of Declarant Control the Declarant may appoint all members of the Board of Directors and officers of the Association and may remove all such members of the Board of Directors and officers of the Association appointed by it. Notwithstanding, no later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units That May Be Included to Owners other than the Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units That May Be Included to Owners other than

Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

Section 4.3 Termination of the Period of Declarant Control. Not later than the termination of the Period of Declarant Control, the Owners shall elect a Board of Directors (the exact number of members of the Board of Directors to be set forth in the Bylaws of the Association), at least a majority of whom must be Owners other than the Declarant or representatives of the Declarant.

## **ARTICLE 5. COVENANT FOR COMMON EXPENSE ASSESSMENTS**

Section 5.1 Creation of Lien and Personal Obligation to Pay Assessments. Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, and such other Assessments as imposed by the Association.

(a) Such Assessments, including but not limited to fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to credit card convenience fees from whatever source, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of any Assessment by waiver of the use or enjoyment of the Common Area or by abandonment of the Unit against which the Assessment is made.

(b) The Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to credit card convenience fees from whatever source, shall be a charge on the respective Unit generating such charges and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(c) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association is not properly exercising its duties and powers under this Declaration. Except as

provided in this Declaration, all Assessments shall be assessed against all Units based on the Common Expense Liability allocated to each applicable Unit as set forth in Section 3.4 of this Declaration.

Section 5.2 Basis of Assessments. The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. Unless otherwise provided herein, Common Expenses shall be apportioned among the Units in accordance with the Common Expense Liability allocated to each Unit as set forth in Section 3.4 of this Declaration.

Section 5.3 Annual Assessment. The budget for annual Common Expense Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Common Expense Assessments shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Common Expense Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 5.4 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the total votes in the Association vote, either in person or by proxy, to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the subject services or materials.

Section 5.5 Individual Purpose Assessments. The Association shall have the right to add to any Owner's Assessment as an Individual Purpose Assessment, without the need of going through the budget ratification process as provided for herein, the following:

- (a) Those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: improvement, repair, replacement and maintenance specific to a Unit; or improvement, repair, replacement or maintenance caused by the negligent or willful acts of any Owner, and/or his or her Guests as set forth in this Declaration;



(b) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Units;

(c) Any extraordinary insurance costs incurred as a result of the actions of an Owner (or his Guests);

(d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

(e) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Unit and are reasonably determined to be allocable to a particular Unit.

Section 5.6 Application of Payments. All payments received on an account of any Owner or the Owner's Unit shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any Assessments due or to become due with respect to such Owner.

Section 5.7 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within fifteen (15) days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Failure to make payment within sixty (60) days of the due date thereof shall cause the total amount of such Owner's annual Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable at the option of the Board. The Board may, in its discretion, decelerate the Owner's annual Common Expense Assessment.

(c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Likewise, the obtaining of a money

judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.

(d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under CCIOA.

Section 5.8 Assignment of Rents. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are more than thirty (30) days delinquent, the Association may collect, and the occupant or lessee shall pay to the Association, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Association's request. The Association shall send notice to the Owner by any reasonable means at least ten (10) days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Association's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Association shall not exercise this power where a receiver has been appointed with respect to a Unit or Owner, nor in derogation of the exercise of any rights to rents by the holder of a first lien security interest of a Unit. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under Colorado statutes, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Unit in the same manner as any other Assessment under this Declaration.

Section 5.9 Lien Priority. The lien of the Association under this Article is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by CCIOA with regard to the limited lien priority allowed to the Association); and (3) liens for real

estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 5.10 Working Capital Fund. Each Person who purchases a Unit from the Declarant shall make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Common Expense Assessment. Said contribution shall be collected and transferred to the Association at the time of closing of the sale of each Unit and shall, until used, be maintained in a segregated account with other such working capital funds for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payment of Assessments as the same become due.

Section 5.11 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and prepayment of or provision for reserves shall be retained by the Association as reserves or in such other funds as the Board of Directors may direct and need not be paid to the Owners or credited to them to reduce future Assessments.

## **ARTICLE 6. ARCHITECTURAL REVIEW**

Section 6.1 Composition of the Architectural Review Committee and Appointment. The Architectural Review Committee will consist of three (3) or more natural persons or a separate entity (such as an architectural firm) appointed by the Board of Directors; provided, however, that until all of the Units That May Be Included have been conveyed to the first Owner thereof other than the Declarant, the Declarant may appoint the Architectural Review Committee. If no Architectural Review Committee is appointed, the Board of Directors shall act as the Architectural Review Committee. The power to "appoint" the Architectural Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Architectural Review Committee; appoint members to the Architectural Review Committee on the occurrence of a vacancy therein, for whatever reason; and remove any member of the Architectural Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term of office, subject to

the aforesaid power of removal, as may be set from time to time in the discretion of the Board of Directors.

Section 6.2 Architectural Review Requirements; Authority of the Architectural Review Committee.

(a) No Improvement may be constructed, erected, placed, altered, planted, applied, installed or modified, upon any Lot, unless the Improvement is in full compliance with all provisions of the Governing Documents. Prior to constructing, erecting, placing, altering, planting, applying, installing or modifying an Improvement upon any Lot, the Owner of the Lot, the Unit, or the board of directors of any Condominium Association formed in relation to any Condominium Lot, as applicable, must submit plans and specifications for the proposed Improvement to the Architectural Review Committee for review and consideration, and then receive approval in writing from the Architectural Review Committee, all in accordance with the Design Guidelines. Only Owners who are current in payment of Assessments are entitled to request approval from the Architectural Review Committee for any Improvement to be constructed, erected, placed, altered, planed, applied, installed, or modified upon any Lot.

(b) The Architectural Review Committee shall endeavor to exercise its reasonable judgment in an attempt to provide for each proposed Improvement to generally harmonize with the existing surroundings, residences, landscaping and structures.

(c) In its review of such plans, specifications and other materials and information, the Architectural Review Committee may require that the applicant pay an architectural review fee and/or reimburse the Architectural Review Committee for the actual expenses incurred by the Architectural Review Committee in the review and approval process. Such amounts, if any, shall be collectible by the Association in the same manner as Assessments.

Section 6.3 Design Guidelines. The Architectural Review Committee may propose Design Guidelines or revisions or amendments thereto, which may be approved by the Board of Directors, at any time and from time to time. Without limiting the generality of the foregoing, any such Design Guidelines may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Architectural Review Committee, may state procedural requirements, or may specify acceptable Improvements that may be installed without prior approval of the Architectural Review Committee.

Section 6.4 Procedures. The Architectural Review Committee will review and approve in writing (which may be with conditions and/or requirements), or disapprove, each request for architectural approval within thirty (30) days after the complete submission to the

Architectural Review Committee of the plans and specifications and other materials and information which the Architectural Review Committee may require in conjunction therewith in accordance with the design review procedures set forth in the Design Guidelines. If the Architectural Review Committee fails to review and approve in writing (which may be with conditions and/or requirements), or disapprove, a request for architectural approval within thirty (30) days after the complete submission of the plans and specifications and other information requested with respect thereto, such request is deemed denied by the Architectural Review Committee.

Section 6.5 Vote and Appeal. If the Board of Directors is not acting as the Architectural Review Committee, an Owner (or the board of directors of any Condominium Association which has submitted plans for approval pursuant to Section 6.2(a) of this Declaration) whose plans have been disapproved or conditionally approved by the Architectural Review Committee may appeal any such decision of the Architectural Review Committee to the Board of Directors by submitting a written appeal to the Board of Directors within thirty (30) days of the date of the Architectural Review Committee's disapproval or conditional approval. The Board of Directors shall review the decision of the Architectural Review Committee pursuant to the criteria set forth in this Declaration and the Design Guidelines. Any decision of the Architectural Review Committee may be overruled and reversed on appeal by a majority of the Board of Directors by a written decision setting forth the reasons for the reversal when the Board of Directors concludes that the Architectural Review Committee's decision was inconsistent with the criteria set forth in this Declaration and/or the Design Guidelines.

Section 6.6 Commencement and Completion of Construction. All improvements approved by the Architectural Review Committee must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Architectural Review Committee, unless the Architectural Review Committee gives a written extension for commencing the work. Additionally, except with written Architectural Review Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner (or the Condominium Association performing the work, pursuant to Section 6.2(a) of this Declaration), all work approved by the Architectural Review Committee shall be completed within twelve (12) months of commencement.

Section 6.7 Inspection of Work. The Architectural Review Committee and the Board of Directors have the right to inspect any Improvement at any time, including prior to or after completion, to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted pursuant to this Article.

Section 6.8 Variances. The Architectural Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration or the Design Guidelines in order to overcome practical difficulties and unnecessary hardships arising



by reason of the application of the conditions and restrictions contained in this Declaration or in the Design Guidelines.

Section 6.9 Waivers. The approval or consent of the Architectural Review Committee to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Architectural Review Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 6.10 Liability. Neither the Declarant, the Association, the Board of Directors, the Architectural Review Committee, nor any agent, representative, affiliate, designee, consultant or contractor of any the same (collectively, the “**Released Parties**”) are liable or shall be liable to any Person by reason of any action, including but not limited to failure to act, approval (which may be with conditions and/or requirements), disapproval, or failure to approve or disapprove, in regard to any matter whether for damage or in equity. In reviewing or approving any matter, the Released Parties are not responsible for any issue related to the Improvements, whether structural or otherwise, and whether submitted for review or otherwise. The Released Parties are not responsible for any matter related to safety. The Released Parties are not responsible for the conformance of Improvements with applicable law or compliance with any other standard or regulation, and any approval (which may be with conditions and/or requirements) of any Improvement by the Architectural Review Committee will not be deemed an approval of any such matters, will not be deemed to represent that the Improvement conforms to applicable law or complies with any other standards or regulations, and will not constitute a warranty by the Released Parties to any applicant of the adequacy of design, workmanship or quality of such work or materials for any applicants’ intended use. The Released Parties shall not be held liable for matters related to their decisions including, but not limited to soil conditions, ground water, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not any of the Released Parties have approved or featured such contractor as a builder in the Property; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot or Unit. In all matters, the Released Parties shall be defended and indemnified by the Association as provided in Section 3.7 of this Declaration. The Architectural Review Committee will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to property with respect to architectural requests and shall not be liable for any disputes relating to the same. No Person is a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval granted by, the Released Parties. Each Owner (i) waives and releases the Released Parties from all claims related to approval or disapproval of any Improvements and (ii) waives and releases all claims against the Released Parties. The foregoing release and waiver are made by each Owner and each Condominium Association to the fullest extent permitted by the law and for and on behalf of itself, its assigns, executors, heirs, occupants, personal representatives, representatives, and successors. The Released Parties shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Released

Parties have no personal liability with respect to any contract or other commitment made or action taken on behalf of the Released Parties.

Section 6.11 Declarant's Exemption. Notwithstanding anything to the contrary, the Declarant is exempt from this Article and all provisions of this Declaration that require Architectural Review Committee review and/or approval.

## **ARTICLE 7. MAINTENANCE AND SERVICE RESPONSIBILITIES**

### **Section 7.1 Association Maintenance and Service Responsibilities.**

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workmanlike manner as a Common Expense the Common Area and all Improvements thereon. Additionally, the Association shall be responsible to maintain, repair, replace, and keep in good order the entry sign and related landscaping located on Lot 18, the sidewalks constructed within the 5' pedestrian easements as shown on the Plat, and any common parking areas constructed within any parking easements shown on the Plat.

(b) The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, which lies within or outside the Property. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided, however, the Association shall provide Owners and any Condominium Association, as applicable, with fifteen (15) days prior written notice of the assumption of any obligation which would normally be that of the Owners or a Condominium Association pursuant to this Declaration. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed, as well as the color and/or type of materials used.

(c) Liability of Association.

(i) The Association shall not be liable to the Owner of any Unit, or such Owner's Guests, or to any Condominium Association for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area.

(ii) The Association shall not be liable to any Owner, or any Owner's Guests, or to any Condominium Association for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(iii) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 7.2 Owner's Maintenance Responsibility.

(a) The maintenance, repair and replacement of each Lot or Unit and the Improvements thereon shall be performed by the Owner thereof at such Owner's sole cost and expense, or by the Condominium Association governing any Condominium Lot, as may be required by the governing documents of such Condominium Association. Each Lot shall be maintained in a clean, sightly and wholesome condition.

(b) Each Owner or Condominium Association, as applicable, shall have the responsibility to:

(i) Perform such maintenance responsibility in such manner so as not to unreasonably disturb persons on other Lots or Units;

(ii) Promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and

(iii) Pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner or Condominium Association, as applicable, but which responsibility such Owner or Condominium Association fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of an Owner (or his or her Guests) or a Condominium Association, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment as an Individual Purpose Assessment, or the cost thereof to be the obligation of the Condominium Association, as applicable.

(c) Because the Attached Residential Units constructed on each Multi-Family Lot are attached via Party Walls, and the exterior materials and colors used on each Attached Residential Unit within each Multi-Family Building were designed to coordinate and complement one another, careful consideration must be given by the Owners of each Attached Residential Unit within a Multi-Family Building in relation to maintaining the overall appearance of any such Multi-Family Building. The Owners of each Attached Residential Unit within a Multi-Family Building shall coordinate the maintenance, repair and/or replacement of the exterior building surfaces, including the roof, of such attached residences in order to maintain a consistent and uniform exterior appearance. The Board of Directors may promulgate Design Guidelines as deemed necessary, advisable or appropriate to ensure that the exteriors of each Attached Residential Unit within a Multi-Family Building are maintained, repaired and/or replaced in such a uniform and consistent manner.

(d) In relation to maintenance of any landscaping that is the obligation of an Owner or a Condominium Association, the Association may adopt rules regulating the times during which Owners or any Condominium Association may water any irrigated landscaping which is the maintenance obligation of such Owner or Condominium Association. Further, each Owner and Condominium Association acknowledge that, during times of drought or otherwise, the Town of Minturn may impose watering restrictions which may be more restrictive than those generally imposed by the Association, which may be enforced by the Town of Minturn.

Section 7.3 Inspection, Repair and Replacement of Designated Owner Maintenance Components. If the Association, either through inspection or otherwise, determines that any Owner or any Condominium Association has failed or refused to discharge properly its maintenance obligations as set forth in this Declaration, then the Association may give the Owner or Condominium Association, as applicable, written notice of the Owner's or Condominium Association's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's or the Condominium Association's cost and expense, as applicable. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

The Owner or the Condominium Association shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If an Owner or a Condominium Association has not complied with the demand given by the Association as provided in this Section, the Association may provide any such maintenance, repair, or replacement. The Owner or the Condominium Association, as applicable, shall then be responsible for any costs incurred by the Association to provide such maintenance, repair, or replacement, and the Association shall seek reimbursement of the same, which in the case of an

Owner, shall be collected as an Individual Purpose Assessment in compliance with and under the terms of this Declaration.

Section 7.4 Owner's Negligence. If the Board determines that the need for maintenance or repair of any portion of the Common Area, any Lot, any Unit, or otherwise is a Common Expense and is caused through the willful or negligent act of any Owner or his Guests, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's Unit as an Individual Purpose Assessment, which shall become a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

## **ARTICLE 8. INSURANCE**

Section 8.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

### **Section 8.2 Real Property Insurance on the Common Area.**

(a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Area or for which the Association has the maintenance obligation, as more fully provided herein, and the other property of the Association.

(b) All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and their successors and assigns, which shall provide that the loss, if any, thereunder shall be payable to the Association for the use and benefit of such first mortgagee, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Eagle County, Colorado.

(c) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Property by the Board of Directors.

(d) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent one hundred percent (100%) of the replacement value of all Improvements in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.



(e) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

Section 8.3 Association Flood Insurance. The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 8.4 Liability Insurance. The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering the Common Area, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Common Area. The foregoing liability insurance shall name the Association as the insured.

Section 8.5 Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity insurance shall be in an amount at least covering the Association's reserves plus two months' worth of Common Expense Assessments.

Section 8.6 Workers Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 8.7 Director and Officer Liability Insurance. The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers of the Association. Such insurance should include coverage for claims brought seeking both monetary and/or non-monetary damages.

Section 8.8 Other Insurance. The Association may obtain insurance against such other risks, of similar or dissimilar nature, as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 8.9 Miscellaneous Terms Governing Insurance Carried by the Association. The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least thirty (30) days prior written notice to all of the Owners, holders of first mortgages on any of the Units who request such notification, and the Association.

(d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to holders of first mortgages on the Units at least ten (10) days prior to expiration of the then current policies.

(e) All liability insurance shall be carried in blanket form naming the Association, the board, the manager or managing agent, if any, and the officers of the Association as insureds.

(f) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of an Owner.

(g) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 8.10 Insurance Obtained by Owners. Each Owner shall be responsible for maintaining insurance which covers his Unit and all Improvements thereon, unless such insurance is provided by a Condominium Association governing any Condominium Lot, as may be required by the governing documents of such Condominium Association. Such insurance shall include, but may not be limited to, furnishings and personal or other property in the home on or in the Unit and liability insurance for injury, death or damage in or upon the Unit. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the

carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 8.11 Insurance Premium. Insurance premiums for insurance carried by the Association shall be a Common Expense to be included as a part of the annual Common Expense Assessments levied by the Association.

Section 8.12 Managing Agent Insurance. The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage.

Section 8.13 Waiver of Claims Against Association. As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another and the Board of Directors, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these Persons.

Section 8.14 Adjustments by the Association. Any loss covered by an insurance policy carried by the Association shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any holder of a mortgage on any Unit. The Association shall hold any insurance proceeds in trust for the Association, Owners and such mortgagees as their interests may appear. The proceeds must be distributed 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. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment to cover the short fall (or deductible) as more fully provided in Section 8.18 of this Declaration.

Section 8.15 Duty to Repair. Any portion of the Common Area for which insurance is required to be carried by the Association under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association.

Section 8.16 Condemnation and Casualty Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be to the parties as their interests and rights are determined or allocated by record or as set forth in CCIOA.

Section 8.17 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the Association shall pay or absorb the deductible amount (or the amount of the loss if such amount is less than the deductible) for damage to Common Area unless the damage is the liability of an

Owner, his Guests, or a Condominium Association, as set forth in this Declaration. The Owner or the Condominium Association, as applicable, shall then be responsible for such deductible amount, and the Association shall seek reimbursement of the deductible amount, which in the case of an Owner, shall be collected as an Individual Purpose Assessment in compliance with and under the terms of this Declaration.

Section 8.18 Insurance Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. Notwithstanding the budget ratification procedure set forth in this Declaration, the insurance Assessment shall be ratified unless vetoed by Members holding at least sixty-seven percent (67%) of the total votes entitled to be cast in the Association pursuant to Section 303(4) of CCIOA and as set forth in the Bylaws, as the Bylaws may be amended from time to time.

Section 8.19 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 this Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration. Acceptance by a grantee of a deed or other instrument of conveyance 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. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

## **ARTICLE 9. USE RESTRICTIONS**

Section 9.1 Application of the Covenants and Restrictions. All Units within the Property shall be held, used and enjoyed subject to the following limitations and restrictions. Failure to enforce any provision of this Declaration or other Governing Documents shall not operate as a waiver of any such provision or of any other provision of this Declaration or other Governing Documents. Owners acknowledge that the Property is subject to Belden Place PUD Guide & Attainable Housing Program, approved by the Town of Minturn, Colorado on \_\_\_\_\_, as well as such other zoning or other codes or regulations adopted by the Town of Minturn, all of which are subject to enforcement by the Town of Minturn. The provisions of this Declaration may place additional or more restrictive provisions on the Property than the same, and to the extent of any contradictions, the more restrictive provisions shall control.

Section 9.2 Authority. All provisions of the Governing Documents shall apply to Owners and their Guests. Owners and their successors and assigns, by acceptance of a deed to a Unit, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Units may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt or clarify definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their Guests for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 9.3 Use/Occupancy. All Units within the Property shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, Units may be used for business activities provided that the following are satisfied:

- (a) The business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;
- (b) The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- (c) The business does not result in an undue volume of traffic or parking within the Property, which determination may be made by the Board of Directors in its sole discretion from time to time;
- (d) The business conforms to all zoning requirements and is lawful in nature; and
- (e) The business conforms to any Rules and Regulations that may be imposed by the Association from time to time on a uniform basis to protect the peace, tranquility and quality of the Property.

Notwithstanding the above, however, Units may be used for a home-based day care business, subject to all applicable licensing requirements of the State of Colorado, the Town of Minturn, and/or Eagle County; provided, however, that no signage or advertisement regarding



such day care business may be displayed on the Unit. For purposes of this section a home-based day care business is defined as set forth in §26-6-102(13), C.R.S.

Section 9.4 Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record, and subject to the following:

(a) **"Leasing" or "Renting"** for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner, provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing.

(b) No short term rentals, as defined per the Town of Minturn Municipal Code shall be allowed.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(d) Each Owner who leases his or her Unit shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(f) All occupancies, leases and rental agreements of Units shall state that the failure of the tenant, lessee, renter or their Guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(g) All occupancies of Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within thirty (30) days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the

Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Individual Purpose Assessment and lien against the Unit.

(h) Leases shall be for or of the entire Unit.

(i) All Owners who reside at a place other than the Unit shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(j) The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

**Section 9.5 Restrictions on Pets.** No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in or on the Units; provided, however, that a reasonable number of dogs, cats, or other domestic animals which are bona fide household pets may be kept in or on a Unit, so long as such pets are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident of the Property. When on the Common Area, pets must be on a leash and under control. Feces left by pets upon the Common Area must be removed promptly by the owner of the pet or the person responsible for the pet. Additionally, the Association shall have, and is hereby given, the right and authority to: set a size or poundage limit on pets; regulate the type(s) of pets that are permitted to be kept; determine in its sole discretion that any dog(s), cat(s), or other household pet(s) are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; or determine that an Owner is otherwise in violation of the provisions of this Section. In any of the foregoing instances, the Association may take such action or actions as it deems appropriate to correct the same, including the right to require removal of the pet from the Property. The right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets.

**Section 9.6 Antennae.** "**Permitted Antennas**" are defined as (a) an antenna which is one (1) meter or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; (b) an antenna which is one (1) meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive local television broadcast signals; or (d) other antennas which are expressly

permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot or Unit which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt Design Guidelines regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot or Unit.

Section 9.7 Tanks. No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill, shall be erected, placed or permitted upon any Lot or Unit without the prior written approval of the Architectural Review Committee.

Section 9.8 Nuisances. No nuisance shall be permitted within the Property, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Unit or any Common Area, or any portion of the Property by residents.

Section 9.9 Vehicular Parking, Storage, and Repairs.

(a) Except for parking on the public streets, which shall be controlled and enforced by the Town of Minturn or Eagle County, as applicable, all parking within the Property and upon any Common Area shall be regulated by the Association. Owners and residents may only park in those parking or garage spaces assigned or appurtenant to such Owner's or resident's Unit, and are not permitted to park in any parking spaces designated by the Association as being exclusively for the parking of Guests' vehicles.

(b) The following may not be parked or stored on a Lot within the Property, unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the Association or as otherwise exempted by Colorado law: oversized vehicles, commercial vehicles (as may be defined by the Board of Directors in the Rules and Regulations), trailers, camping trailers, boat trailers, hauling trailers, work trailers, one-ton trucks or larger, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by Rules and Regulations. Notwithstanding, the foregoing may be parked as a temporary expedience for loading, unloading, or delivery of goods or services for a period of twenty-four (24) consecutive hours. This restriction shall not apply to vehicles temporarily located within the Property which are necessary for construction or for the maintenance of any Common Area, Lots, Units, or any improvement located thereon.

(c) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot within the Property unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable, unlicensed or abandoned vehicles on public streets, or as defined by Rules and Regulations adopted by the Association.

(d) No motor vehicle may impede the safe and efficient use of streets, driveways or alleys within the Property by residents, obstruct emergency access to and/or from the Property, or interfere with the reasonable needs of other residents to use their driveway, streets, or Guest parking within the Property.

(e) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat may be performed or conducted outside of garages in the Property. Notwithstanding, minor repairs may be performed outside of a garage on a Lot, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water.

(f) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(g) If any vehicle is parked on any portion of the Property in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice shall also be conspicuously placed at the Property stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(i) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 9.10 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written approval of the Board of Directors. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Board of Directors.

Section 9.11 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Property which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Property which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Property except with the prior written approval of the Architectural Review Committee.

Section 9.12 No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any Property within the Property which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Property. No open fires shall be lighted or permitted on any Property within the Property except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner shall permit any condition on his Unit which creates a fire hazard or is in violation of applicable fire prevention regulations.

Section 9.13 Restrictions on Clotheslines and Storage. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board of Directors and except as otherwise permitted by Colorado law, no clotheslines drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot or Unit unless the same, in each instance, is expressly permitted in writing by the Architectural Review Committee.

Section 9.14 Restrictions on Flags, Signs and Advertising Devices. The display of flags and signs is permitted in accordance with CCIOA and the Design Guidelines. Owners acknowledge that certain signs may require approval from the Town of Minturn, as applicable, in accordance with the Town of Minturn Municipal Code.



Section 9.15 Outbuildings. An "outbuilding" shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, trailers, mobile homes, tents, shacks, barns, or detached garages or carports, shall be allowed on any Lot unless approved in writing by the Architectural Review Committee. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 9.16 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road, or on any portion of the Common Area, or on any Lot, unless placed in a suitable container and suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. When not placed out for collection in accordance with any Rules and Regulations of the Association, all garbage cans, trash cans or receptacles shall be stored in an enclosed structure (such as in the garage of the residence constructed on the Lot) or in a fenced or screen area approved by the Architectural Review committee. If trash removal is a service offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

Section 9.17 Maintenance of Grade and Drainage. The grading upon each Lot shall be maintained by the Owner thereof, or by the Condominium Association governing any Condominium Lot, as applicable, at the slope and pitch fixed by the final grading thereof. No Owner or Condominium Association shall interfere in any way with the established drainage pattern over the Lot from adjoining or other real property. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading on the Lot is completed by the builder of home or the condominium buildings on the Lot, as applicable. Any Owner or Condominium Association who changes the established drainage on a Lot may void warranties applicable to affected components of the home or condominium buildings and shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes. Each Owner and Condominium Association shall hold harmless the Declarant, the Association, the Board of Directors and the Architectural Review Committee for any and all damage to any party caused by any change to the established drainage on an Owner's Lot or on a Condominium Lot, as applicable.

Section 9.18 Rules and Regulations. In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Property or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 9.19 Use of the Words "Belden Place" and "Belden Place Owners Association, Inc.". No resident, Owner, or Condominium Association shall use the words "Belden Place" or "Belden Place Owners Association, Inc." or the logo of the Property or the Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is

likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

## ARTICLE 10. DISPUTE RESOLUTION PROCEDURES

Section 10.1 Definitions Applicable to this Article 10. For purposes of this Article 10 only, the following terms have the meanings set forth in this Section 10.1:

(a) “**JAG**” means the Judicial Arbiter Group or any other Person agreed to by the Claimant and the Respondent in writing for the purpose of performing the functions of the Judicial Arbiter Group under this Declaration with a minimum of ten (10) years’ experience in the subject matter of the dispute. In the event that the Judicial Arbiter Group becomes unwilling or unable to perform its functions under this Declaration, JAG shall refer to any organization in the Denver Metropolitan Area designated by the Declarant that specializes in the provision of impartial mediation and arbitration services and that has a minimum of ten (10) years’ experience in the provision of such services.

(b) “**Bound Party**” means each of the Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Article 10. Notwithstanding the foregoing, “Bound Party” does not include any of the parties identified in this subsection 10.1(b) if such parties have jointly entered into a separate written agreement providing for dispute resolution applicable to the Claim. In such circumstance, the dispute resolution mechanism set forth in such separate written agreement between such parties shall apply with respect to such Claim unless the parties mutually agree to submit such Claim to the provisions of this Article 10.

(c) “**Claimant**” means any Bound Party having a Claim.

(d) “**Claim**” means, except as exempted by the terms of this Article 10, any claim, grievance or dispute between one Bound Party and another Bound Party, regardless of how the same may have arisen or on what it might be based, including those arising out of or related to the interpretation, application or enforcement of any of the Governing Documents or the rights, obligations and duties of any Bound Party under any of the Governing Documents; or (ii) any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party.

(e) “**Notice**” means the written notification given by a Claimant to a Respondent and which shall comply with the requirements of subsection 10.5(a) of this Declaration.

(f) “**Party**” means the Claimant and the Respondent individually; “**Parties**” means the Claimant and the Respondent collectively.

(g) “**Respondent**” means any Bound Party against whom a Claimant asserts a Claim.

(h) “**Termination of Mediation**” means a period of time expiring thirty (30) days after submission of the matter to mediation (or within such other time as determined by the mediator or agreed to by the Parties) and upon the expiration of which the Parties have not settled the Claim.

(i) “**Termination of Negotiations**” means a period of time expiring thirty (30) days after the date of the Notice (or such other period of time as may be agreed upon by the Parties) and upon the expiration of which the Parties have not resolved a Claim.

Section 10.2 Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.

(a) Each Bound Party agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit any Claims to the procedures set forth in Section 10.5 of this Declaration.

(b) By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article 10.

(c) Any applicable statute of limitation shall apply to the alternative dispute resolution procedures set forth in this Article 10.

Section 10.3 Commencement or Pursuit of Claim Against Bound Party.

(a) A Bound Party may not commence or pursue a Claim against any other Bound Party except in compliance with this Article 10.

(b) Prior to any Bound Party commencing any proceeding to which another Bound Party is a party, the Respondent shall have the right to be heard by the Claimant, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute.

Section 10.4 Claims. Unless specifically exempted below, all Claims between any of the Bound Parties are subject to the provisions of this Article 10. Notwithstanding the foregoing, unless all Parties otherwise agree, the following are not Claims and shall not be subject to the provisions of this Article 10:

(a) Any action or suit by the Association regarding the imposition or

collection of Assessments or other charges levied by the Association pursuant to this Declaration, including actions to foreclose Assessment liens;

(b) Any action or suit by the Association or the Declarant to enforce any provisions of the Governing Documents, including obtaining a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as a court may deem necessary;

(c) Counterclaims brought by the Association in proceedings instituted against it;

(d) Any suit between or among Owners, which does not also include the Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

(e) Any suit in which any indispensable party is not a Bound Party.

Section 10.5 Mandatory Procedure.

(a) *Notice.* Prior to proceeding with any Claim against a Respondent, each Claimant shall give a Notice to each Respondent, which Notice shall state plainly and concisely:

(i) The nature of the Claim, including all Persons involved and the Respondent's role in the Claim;

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) The proposed remedy; and

(iv) The fact that the Claimant will give the Respondent an opportunity to inspect all property and Improvements potentially involved with the Claim, and that the Claimant will meet with the Respondent within a reasonable amount of time after such inspection to discuss in good faith ways to resolve the Claim.

(b) *Negotiation and Mediation.*

(i) The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, any Party may appoint a representative to assist the Parties in negotiation.

(ii) Upon the Termination of Negotiations, the Claimant has thirty (30) days to submit the Claim to mediation under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in subsection 10.5(a) of this Declaration.

(iii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, the Claimant waives the Claim, and the Respondent will be released and discharged from any and all liability to the Claimant on account of such Claim.

(iv) Any settlement of the Claim through mediation must be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator must issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

(v) Each Party will bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

(vi) If the Parties agree to a resolution of any Claim through negotiation or mediation and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Article 10. In such event, the Party taking action to enforce the agreement will recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including attorneys' fees and court costs.

(c) *Binding Arbitration.*

(i) Upon the Termination of Mediation, if the Claimant desires to pursue the Claim, the Claimant may initiate final, binding arbitration of the Claim under the auspices of JAG in accordance with the rules of JAG in effect on the date of the Notice that is provided for in Section 10.5(a) of this Declaration.

(ii) If the Association is the Claimant and the Claim the Association is initiating is a construction defect action, as defined in §38-33.3-303.5(1)(b), C.R.S., the Association shall follow the notice procedures and obtain the Owner approval required by §38-33.3-303.5, C.R.S., prior to initiating final, binding arbitration of such Claim.



(iii) Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the Parties, one arbitrator who has expertise in the areas of the dispute, which may include legal expertise if legal issues are involved, will arbitrate the dispute.

(iv) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

Section 10.6 Award. The award of the arbitrator must be accompanied by detailed written findings of fact and conclusions of law. Except as required by applicable law or for confirmation of an award, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties.

## **ARTICLE 11. DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

Section 11.1 Development Rights. The Declarant hereby reserves for itself and its successors and assigns, the following rights, herein after the "**Development Rights**":

- (a) The right to add real estate to the Property, as more fully provided in Section 11.4 herein;
- (b) The right to create Lots, Units, or Common Area within the Property;
- (c) The right to subdivide Lots or Units, or to convert Lots or Units to Common Area; and
- (d) The right to withdraw real estate from the Property.

Section 11.2 Special Declarant Rights. In addition to the Development Rights reserved above, the Declarant further reserves those rights granted to or reserved by the Declarant as hereinafter set forth or as otherwise set forth in this Declaration or CCIOA for the benefit of the Declarant, including but not limited to the following acts (collectively, the "**Special Declarant Rights**"):

- (a) To build and complete Improvements in the Property;
- (b) To exercise any Development Right;

- (c) To maintain sales offices, models, construction offices, management offices, and signs advertising the Property and sale of Lots or Units;
- (d) To use easements through the Common Area for the purpose of making Improvements within the Property or within real property which may be added to the Property;
- (e) To grant or create easements for access, utilities, drainage, water and other purposes incidental to the development and sale of the Property located in or across Lots or Units owned by the Declarant or the Common Area, provided such easements do not create a permanent, unreasonable interference with the rights of any Owners at the time such easement is created;
- (f) To make the Property subject to a master association;
- (g) To merge or consolidate the Property with a common interest community of the same form of ownership;
- (h) To appoint or remove any officer of the Association or any member of the Board of Directors during the Period of Declarant Control;
- (i) To convert any Lot, Unit, or other portion of the Property in the Property owned by the Declarant into Common Area; and
- (j) To perform any other right of the Declarant set forth in this Declaration.

Section 11.3 Exercise of Development Rights or Special Declarant Rights. All of the Development Rights and Special Declarant Rights may be exercised by the Declarant with respect to any portion of the property now or hereafter within the Property. The Declarant may exercise any or all of the Development Rights or Special Declarant Rights at any time and from time to time. Unless otherwise provided herein, the Development Rights and Special Declarant Rights shall terminate ten (10) years from the date of the recording of this Declaration, unless surrendered by the Declarant prior to that date by the recording of a written statement that the Declarant has surrendered any such Development Rights or Special Declarant Rights.

Section 11.4 Addition of Real Estate. The Declarant may annex to this Declaration additional property within the property described on the attached *Exhibit B*. Each such annexation shall be effected, if at all, by the recording of a document which shall provide for annexation to this Declaration of the property described in such document, shall state that the Declarant is the owner of the Unit(s) thereby created, shall assign an identifying number to each new Unit, shall describe any Common Area being annexed, shall reallocate the Allocated Interests among all Units, and may include such other provisions as the Declarant deems

appropriate. All provisions of this Declaration, including but not limited to, those provisions regarding obligations to pay Assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon the recording of any such document. Upon recordation, any such document shall be deemed an amendment to the Declaration for purposes of CCIOA, and each Unit, Common Area or other separately described parcel of real property being annexed by such document shall be deemed included on *Exhibit A* of this Declaration. In addition to the foregoing, the Declarant may amend this Declaration at any time during the ten (10) year period noted above in order to add additional real estate to the Property from such locations as the Declarant may elect in its sole discretion, which real estate is not listed on the attached *Exhibit B*, so long as the total additional real estate so annexed to the Property pursuant to this sentence, and not described on the attached *Exhibit B*, does not exceed ten percent (10%) of the total area described in *Exhibit A* and *Exhibit B*.

Section 11.5 Subdivision or Replatting of Lots. The Declarant may subdivide or replat any Lot(s) owned by the Declarant in the Property. Without limiting the generality of the foregoing, the Declarant reserves the right to move any lots line(s) on Lots(s) owned by the Declarant for the purpose of accommodating Improvements which are constructed or are to be constructed.

Section 11.6 Rights Transferrable/Rights Transferred. Any rights created or reserved under this Article or CCIOA for the benefit of the Declarant may be transferred to any Person by an instrument describing the rights transferred and recorded in the real property records of Eagle County, Colorado. Such instrument shall be executed by the transferor Declarant and the transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest on any Lot or Unit. Any rights created or reserved under this Article or CCIOA for the benefit of the Declarant may also be transferred to the Association by an instrument describing the right transferred and recorded in the real property records of Eagle County, Colorado. Such instrument shall be executed by the transferor Declarant and the Association as transferee. The rights transferred may then be exercised in compliance with the requirements of C.R.S. § 38-33.3-210 and C.R.S. § 38-33.3-209(6) without the consent of the Association, any Owners or any holders of a security interest on any Lot or Unit.

Section 11.7 No Further Authorizations Needed. The consent of Owners or holders of security interests on the Lots or Units shall not be required for the exercise of any rights reserved by the Declarant, and the Declarant or its assigns may proceed without limitation at its sole option. The Declarant or its assignees may exercise any reserved rights on all or any portion of the Property in whatever order determined. The Declarant or its assigns shall not be obligated to exercise any reserved rights or to expand the Property beyond the number of Units initially submitted.

## ARTICLE 12. MISCELLANEOUS AND GENERAL PROVISIONS

Section 12.1 Compliance and Enforcement.

(a) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines, after notice and opportunity for a hearing, which fines shall constitute a lien upon the violator's Unit;

(ii) Suspending an Owner's voting rights during any period in which the Owner shall be in default in the payment of any Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association;

(iii) Suspending an Owner's voting rights for a period not to exceed sixty (60) days or during any period of violation, whichever is greater, for the violation of any other provision of the Governing Documents other than the non-payment of Assessments;

(iv) Exercising self-help or taking action to abate any violation of the Governing Documents;

(v) Requiring an Owner or a Condominium Association, as applicable, at the Owner's or Condominium Association's expense, as applicable, to remove any structure or Improvement on such Owner's Unit or on any portion of a Condominium Lot, as applicable, in violation of the Governing Documents and to restore the Unit or Condominium Lot to its previous condition and, upon failure of the Owner or the Condominium Association, as applicable, to do so, the Board or its designee shall have the right to enter the Lot, remove the violation and restore the Unit or Condominium Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Individual Purpose Assessment under the terms of this Declaration, or shall be the obligation of the applicable Condominium Association;

(vi) Without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner or a Condominium Association who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Property;

(vii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(b) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as an Individual Purpose Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(c) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(d) The decision of the Association to pursue enforcement action in any particular case shall be left to the discretion of the Board of Directors, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board of Directors shall not be arbitrary or capricious in taking enforcement action.

Section 12.2 Covenants to Run. The covenants and restrictions contained in this Declaration shall run with and bind the Property in perpetuity. All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 12.3 Termination. Termination of the common interest community created hereby shall be in accordance with CCIOA.

Section 12.4 Attorney Fees. If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner, an Owner's Guest, or a Condominium Association fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Property, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Individual Purpose Assessment and shall constitute a lien against the Unit.

Section 12.5 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration and except for amendments that may be approved by the Declarant or the Association under the provisions of this Declaration or CCIOA, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Said approval may be obtained in any method allowed by the Governing Documents, CCIOA or other applicable law. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of Eagle County, Colorado, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above. All challenges to the validity of any amendment or repeal must be made within one (1) year after the date of recording of such amendment or repeal.

Section 12.6 Amendment of Declaration by Declarant. The Declarant may amend this Declaration or the Plat to correct clerical, typographical or technical errors. The Declarant may also amend this Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal national Mortgage Association.

Section 12.7 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration reserving any rights to or for the benefit of the Declarant, or its assigns, including but not limited to any amendment to Article 10 of this Declaration, shall not be effective unless the Declarant has given written consent to such amendment or repeal, which consent may be evidenced by the execution by the Declarant of any certificate of amendment or repeal.

Section 12.8 Cooperation with Other Associations or Districts. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other community association(s) and/or any special or metropolitan district(s) to share facilities, to share the costs and/or responsibility for any operation, maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any Person(s) in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Association, any other community association(s) and/or any special or metropolitan district(s), or to otherwise cooperate with any other community association(s) and/or any special or metropolitan district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Directors in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and/or any other community association(s) and/or any special or metropolitan district(s) as the



Board of Directors may determine in its discretion from time to time. Additionally, the Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other community association(s) and/or any special or metropolitan district(s) to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Association. In any such instance, the Association shall provide for remittance to such entity of any amounts collected by the Association or to the Association of any amounts collected by such entity.

Section 12.9 Registration of Mailing Address. Each Owner shall register his mailing address with the Association. Except as may otherwise be required by this Declaration, any notices or demands intended to be served upon an Owner shall be sent by first class mail, postage prepaid, addressed in the name of such Owner at such registered mailing address, or provided by other means as permitted or required by CCIOA or by other applicable law. If an Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit.

Section 12.10 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 12.11 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 12.12 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 12.13 Non-Waiver. Any forbearance or failure to enforce any provisions of the Governing Documents shall not operate as a waiver of any such provision or of any other provision of the Governing Documents or of any subsequent enforcement of such provision.

Section 12.14 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 12.15 Severability. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

## ARTICLE 13. DISCLOSURES

Section 13.1 No Liability for Condition of the Property/Nuisances/Hazards Associated with Adjacent Lands. By purchasing a Unit, or any portion thereof, each Owner acknowledges that the Unit may be located adjacent to or in relatively close proximity to property utilized for commercial and other non-residential uses (collectively the "**Adjacent Properties**") and further the Unit may be built on land affected by amendment to the land or soil conditions (including expansive soils corrections) resulting from construction, engineering, grading, and soil preparation. Owners recognize and assume the risks of owning property adjacent to or within relatively close proximity to the Adjacent Properties and the risks of the condition of the land and soils. Such risks include, without limitation: (i) expansive soils conditions and drainage issues on or under the Property, and (ii) injury to person and property arising out of, or resulting from, the operation, maintenance and use of the Adjacent Properties, noise associated with the Adjacent Properties, noise, odors, and attractive nuisances to children (all of the above being collectively referred to as the "**Property Risks**"). The Released Parties shall have no liability for any personal injury or property damage resulting from the Property Risks. By virtue of taking title to a Unit subject to this Declaration, each Owner for himself and his heirs, personal representatives, executors, tenants, successors, assigns, invitees and licensees: (i) assumes the risk of loss, injury or damage to property or persons resulting from the Property Risks; (ii) agrees to obtain such policies of insurance as may be necessary to insure such Owner from injury or damage to property or person resulting from the Property Risks; (iii) releases and holds harmless the Released Parties and discharges the same from any liability for any personal injury or property damage resulting from the Property Risks, including, without limitation, arising from the negligence of the Released Parties, and (iv) indemnifies (including the payment of reasonable costs and attorneys' fees) the Released Parties from and against any claims, actions, suits, demands and compensations, either at law or in equity, brought against or incurred by any of the Released Parties for or on account of any damage, loss, or injury either to person or property, or both, resulting directly or indirectly from any of the Released Parties.

Section 13.2 Land Use Documents. The Property is being developed in accordance with the land use regulations of the Town of Minturn or Eagle County, Colorado, as applicable. The Declarant, for itself, its successors and assigns, reserves the right to obtain modifications and amendments to all land use documents, subject to the approval of the Town of Minturn or Eagle County, Colorado, as applicable, Colorado. Such modifications and amendments could change the uses of the Property and adjacent and nearby land from the uses which are set forth in the land use documents. The Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the Property can or will be carried out, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect.

Section 13.3 View Impairment. Owners acknowledge that existing views, if any, of the immediate and surrounding areas and mountains may be subject to change or elimination as a result of future development of non-residential and residential uses, road construction, tree

growth and landscaping. The Declarant may charge premium prices for similar houses, Lots, or Units depending on a variety of factors, which may include location, lot size, cul-de-sac frontage, solar orientation or proximity to open space. The market value of these factors may be subjective. The Association assumes no responsibility for any representation or promise made by a sales counselor, independent broker or other agent or employee of the Declarant with regard to premium prices. Neither the Declarant nor the Association guarantee or represent that any view over and across the Lots, the Units, or other Improvements, or that any open space, will be preserved without impairment, nor is there any obligation to relocate, prune, or thin trees or other landscaping. The Declarant has the right to add trees, walls, fences, berms, or other structures, signs, lighting, water features and other landscaping from time to time, without regard to any view impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 13.4 Disruption from Development and Construction. Each Owner acknowledges that development within and surrounding the Property may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses, may change over time. Such development may entail changes to or alterations in the access to the Property, views of or from the Property, the Lots, the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Each Owner agrees that there are inconveniences which will accompany the construction of Improvements within the Property, including, without limitation, construction noise, portable toilets, construction traffic, uncompleted buildings, areas not landscaped, potholes and construction supplies stored in plain view and general inconvenience associated with construction sites and related issues. Each Owner, by taking title to any Unit, waives any claims associated with the inconveniences, nuisance and hazards associated with such construction.

Section 13.5 Separate Ownership of Surface and Subsurface Rights. Ownership of subsurface rights, including mineral rights, oil, gas, and other hydrocarbons, underlying the Property may be separate from surface rights. The owners of such mineral rights, oil, gas and other hydrocarbons and their successors, assignees and lessees reserve the right to exercise all rights of exploration, extraction and removal of the same as allowed by applicable laws.

Section 13.6 Safety and Security. Each Owner and resident is responsible for their own personal safety and the security of their property in the Property. The Association may, but shall not be obligated to, maintain or support certain activities designed to enhance the level of safety or security in accordance with applicable law. Neither the Declarant nor the Association shall in any way be considered insurers or guarantors of safety or security within the Property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DECLARANT:

**MINERS BASE CAMP LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Miners Base Camp LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

**COMMON AREA**

Tracts A-D, as shown on the Final Plat of Belden Place P.U.D., recorded in the real property records of the Clerk and Recorder of Eagle County, Colorado on \_\_\_\_\_, 20\_\_, at Reception Number \_\_\_\_\_.

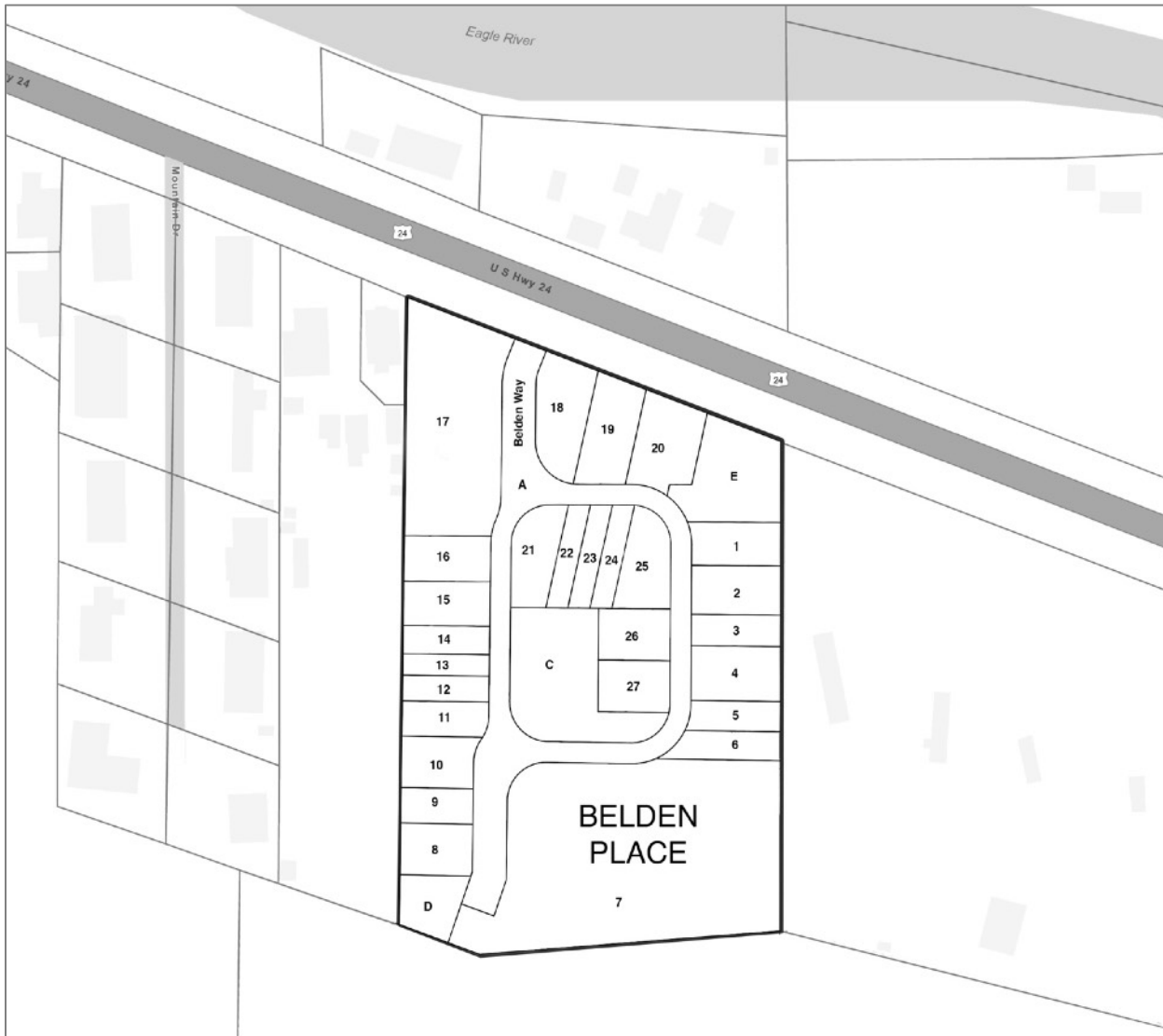




**EXHIBIT B**

**ANNEXABLE AREA**

Lots 1 through 27, inclusive, as shown on the Final Plat of Belden Place P.U.D., recorded in the real property records of the Clerk and Recorder of Eagle County, Colorado on \_\_\_\_\_, 20\_\_, at Reception Number \_\_\_\_\_, and depicted below:

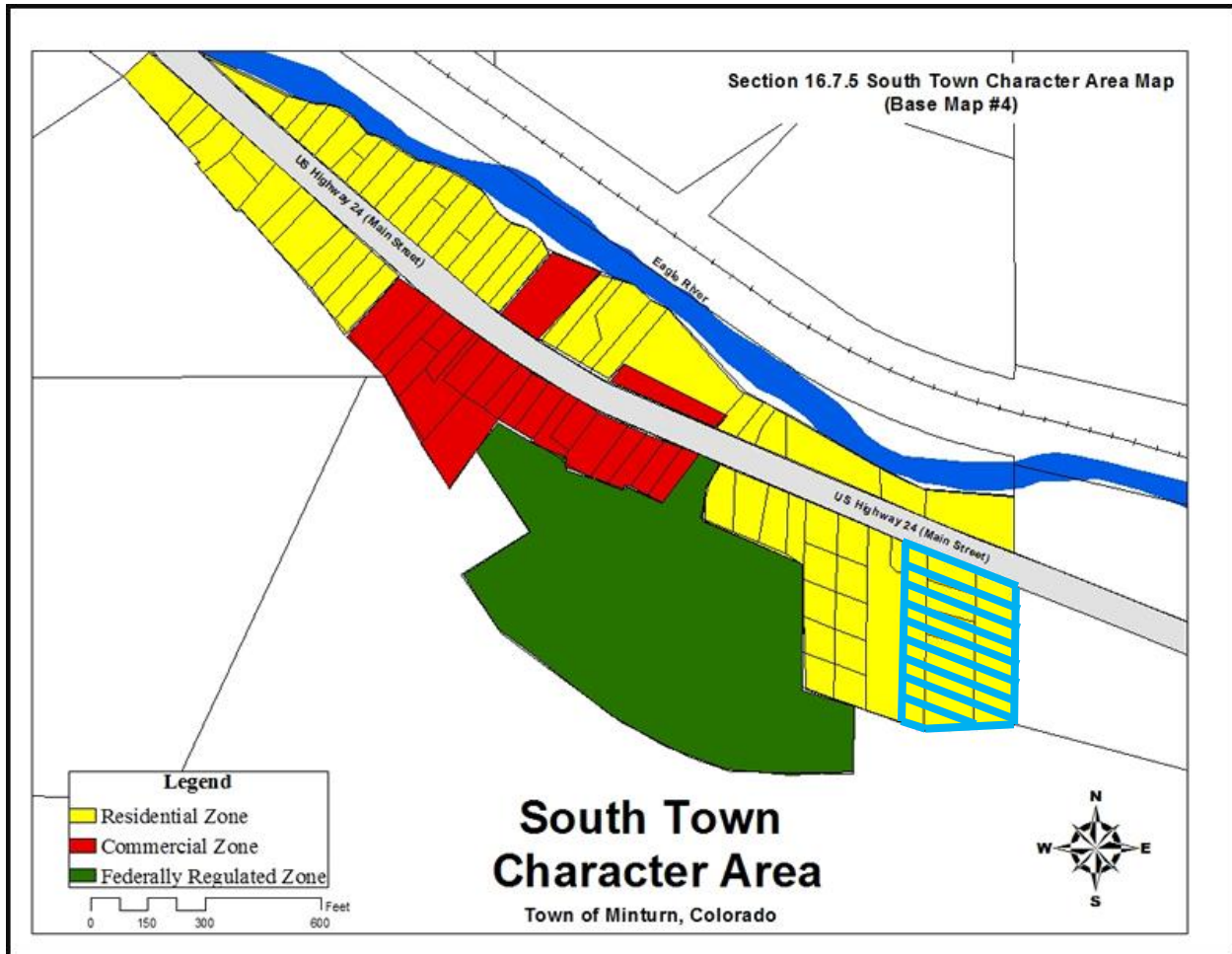




**EXHIBIT C**

**EASEMENTS AND LICENSES OF RECORD**

# AMENDMENT TO THE OFFICIAL ZONE DISTRICT MAP



 - PUD Overlay Zoning

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 05 – SERIES 2022**

**AN ORDINANCE OF THE TOWN OF MINTURN,  
COLORADO APPROVING THE FINAL SUBDIVISION  
PLAT FOR THE BELDEN PLACE PUD**

**WHEREAS**, the Town of Minturn (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Minturn Home Rule Charter for which the Minturn Town Council (“Town Council”) is authorized to act; and

**WHEREAS**, the Town is authorized by the Home Rule Charter and Section 31-23-301, C.R.S., to enact zoning and land use regulations; and

**WHEREAS**, Chapter 17, Subdivisions, of the Minturn Municipal Code (“Code”), regulates the subdivision of lands within the Town; and

**WHEREAS**, the purpose of Chapter 17 is to protect the health, safety and welfare of the citizens of the Town by providing for orderly, controlled development; by requiring disclosure to purchasers of unknown risks; and by establishing minimum standards for the design of land subdivision projects to ensure that all public and private facilities, including streets and other forms of access, drainage, water supply and sanitation improvements necessary to support human occupation on the land, are provided while also protecting the land form, streams and vegetation from the effects of excessive earthwork and deforestation resulting in extensive erosion and other forms of environmental deterioration; and

**WHEREAS**, Sec. 16-15-10 - Purposes and general provisions, of the Code, establishes the purpose of the Planned Unit Development (PUD) Overlay Zone District which is to allow flexibility for landowners to creatively plan for the overall development of their land and to achieve the purpose and objectives of this Code and the Community Plan; and

**WHEREAS**, Sec. 16-15-140 - Preliminary development plan submittal requirements, of the Code, states that where the PUD proposes activities that constitute a subdivision, the application for a preliminary plan for PUD shall also be required to meet the requirements of Chapter 17 of this Code regarding procedures for preliminary plat for subdivision; and

**WHEREAS**, the Preliminary Plat for Belden Place PUD (“Preliminary Plat”) was approved with conditions via Resolution No. 20 - Series 2021 on June 16th, 2021; and

**WHEREAS**, the Applicant submitted an application for Final Plat on August 31, 2021; and

**WHEREAS**, the Final Plat will create twenty-seven (27) residential lots, along with open space tracts, and certain easements to allow for the construction of up to forty-one (41) single-family, duplex, and multi-family (triplex and 5-plex) dwelling units and one accessory dwelling unit on Lot 17 on 2.73 acres; and



**WHEREAS**, Sec. 17-6-20 - Planning Commission review, of the Code, states that the Planning Commission (“Commission”) shall review the Final Subdivision Plat (“Final Plat”) and make findings that the plat is in conformance with the approved preliminary subdivision plat and meets the requirements for final subdivision plat; and

**WHEREAS**, the Planning Commission held a public hearing to consider the Final Plat at their regular meeting of February 9, 2022 and recommended approval, with conditions, to the Town Council; and

**WHEREAS**, the Town of Minturn Staff (“Town Staff”) finds that the Final Plat conforms with the Town’s applicable standards and that the Applicant has successfully addressed those conditions recommended by the Commission; and

**WHEREAS**, the Minturn Town Council, at their regular meeting of March 2, 2022, held a public hearing to consider Ordinance No. 5 - Series 2022, on first reading to approve the Belden Place Final Plat.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The foregoing recitals are incorporated herein as if set forth in full.

SECTION 2. That the Final Plat Belden Place, P.U.D. is hereby approved.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THE 2<sup>ND</sup> DAY OF MARCH 2022. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 16<sup>TH</sup> DAY OF MARCH 2022 AT 5:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

---

**Earle Bidez, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Jay Brunvand, Town Clerk**

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEBSITE THIS 16<sup>th</sup> DAY OF MARCH, 2022.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**Earle Bidez, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Jay Brunvand, Town Clerk**



MINTURN TOWN CERTIFICATE

THIS PLAT IS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COUNTY OF EAGLE, STATE OF COLORADO THIS DAY OF 2022, FOR FILING WITH THE CLERK AND RECORDER OF THE COUNTY OF EAGLE, COLORADO, AND FOR CONVEYANCE OF THE DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF MINTURN FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS OF SAID LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC, EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL OF THE TOWN OF MINTURN.

WITNESS MY HAND AND THE SEAL OF THE TOWN OF MINTURN TOWN COUNCIL OF THE TOWN OF MINTURN

BY: ATTEST: MAYOR TOWN OF MINTURN, COLORADO TOWN CLERK TOWN OF MINTURN, COLORADO

SUBORDINATION BY MORTGAGEE

ANB BANK, BEING THE HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST RECORDED DECEMBER 19, 2018, AT RECEPTION NO. 201821567, IN THE OFFICE OF THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO, HEREBY CONSENTS TO THE SUBDIVISION OF THE LANDS SET FORTH IN THIS FINAL PLAT OF BELDEN PLACE PUD, AND SUBORDINATES THE LIEN REPRESENTED BY THE AFORESAID DEED OF TRUST TO THE DEDICATIONS AND RESTRICTIONS AS SHOWN ON THIS FINAL PLAT AND RELATIVE COVENANTS, CONDITIONS AND RESTRICTIONS.

MORTGAGEE: ANB BANK

BY: STATE OF COUNTY OF

THE FOREGOING SUBORDINATION BY MORTGAGEE WAS ACKNOWLEDGED BEFORE ME THIS DAY OF 20, BY AS OF ANB BANK.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: NOTARY PUBLIC

USE TABLE

Table with 4 columns: LOT, USE, AREA, ADDRESS. Rows include lots 1-27 and tracts A-D with various uses like Single Family, Duplex Lot, Multi-Family, and Roads.

ADDRESSES ARE FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE OF TAXES PAID

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF 2021 UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS OF A.D., 20 TREASURER OF EAGLE COUNTY

TITLE CERTIFICATE

DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH IS VESTED IN

FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT DATED THIS DAY OF A.D., 20

SURVEYOR'S CERTIFICATE

I, MATTHEW S. SLAGLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF BELDEN PLACE P.U.D., AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON.

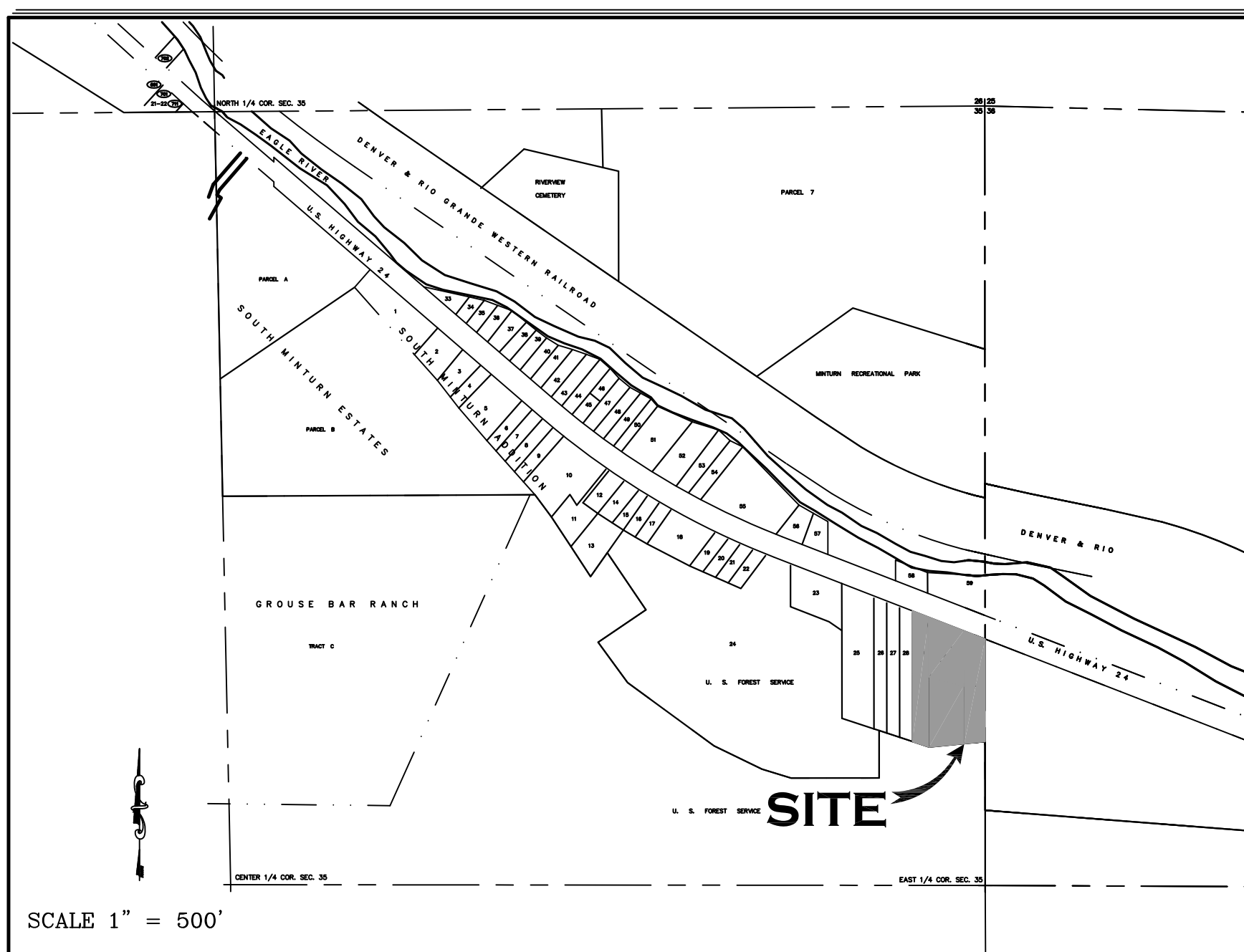


Matthew S. Slagle PLS 34998 Professional Land Surveyor State of Colorado

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FINAL PLAT BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado



PORTION OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, 6th P.M.

GENERAL NOTES AND NOTES FOR CREATED EASEMENTS:

- 1) THE PURPOSE OF THIS FINAL PLAT IS TO (i) CREATE VARIOUS LOTS WITH BUILDING ENVELOPES, OPEN SPACE AREAS AND TRACTS... (ii) CREATE EASEMENTS FOR THE PURPOSES DESCRIBED... (iii) AS SHOWN AND DESCRIBED HEREIN, VACATE THE LOT LINES THAT DEFINED LOTS 29 THROUGH 32 INCLUDES LOT 30...

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT MINERS BASE CAMP LLC, A COLORADO LIMITED LIABILITY COMPANY BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN THE TOWN OF MINTURN, EAGLE COUNTY, COLORADO DESCRIBED AS FOLLOWS:

LOTS 29, 31 AND 32, SOUTH MINTURN ADDITION, ACCORDING TO THE ANNEXATION PLAT THEREOF RECORDED MARCH 1, 1978 AS RECEPTION NO. 163447 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO AND LOTS 1, 2 AND 3 DURAN SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 14, 1994 AS RECEPTION NO. 553188 IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER, EAGLE COUNTY, COLORADO, THE PERIMETER OF WHICH PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 81 WEST, OF THE 6TH PRINCIPLE MERIDIAN, SAID POINT BEING A FOUND RED PLASTIC CAP STAMPED LS 26626 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 35 BEARS N00°02'00"W 1962.17 FEET; THENCE S00°02'00"W 0.57 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 24 PER C.D.O.T. PROJECT TAP M8990-001 AND THE MAP THEREOF AND ALSO BEING THE NORTHEAST CORNER OF SAID LOT 32, SOUTH MINTURN ADDITION; THENCE UPON SAID EAST LINE OF SECTION 35 S00°02'00"W 356.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32 BEING A FOUND 3" ALUMINUM DEPT. OF AGRICULTURE CAP IN MONUMENT BOX STAMPED LS 7235, 1984; THENCE DEPARTING SAID EAST LINE SECTION 35 AND UPON THE SOUTH LINE OF SAID LOT 32 AND SAID LOT 31, SOUTH MINTURN ADDITION S84°06'47"W 220.37 FEET TO THE SOUTHEAST CORNER SAID LOT 29, SOUTH MINTURN ADDITION BEING A FOUND 2.5" BRASS CAP ON 1" IRON PIPE STAMPED SW COR GATES TRACT; THENCE UPON THE SOUTH LINE OF SAID LOT 29 N71°22'44"W 63.47 FEET TO THE SOUTHWEST CORNER SAID LOT 29 BEING A FOUND 1" IRON PIPE WITH NO CAP; THENCE DEPARTING SAID SOUTH LINE AND UPON THE WEST LINE OF SAID LOT 29 N00°01'03"W 467.14 FEET TO SAID SOUTH RIGHT OF WAY U.S. HIGHWAY 24 ALSO BEING THE NORTHWEST CORNER OF SAID LOT 29; THENCE UPON SAID SOUTH RIGHT OF WAY U.S. HIGHWAY 24 S68°46'59"E 299.59 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 2.707 ACRES MORE OR LESS; AND HAS CAUSED THE SAME TO BE LAID OUT, PLATTED AND SUBDIVIDED, AND DESIGNATED AS BELDEN PLACE P.U.D. IN THE TOWN OF MINTURN, COUNTY OF EAGLE, COLORADO, AND DOES HEREBY ACCEPT RESPONSIBILITY FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THIS PLAT, AND DO HEREBY DEDICATE AND SET ASIDE ALL OF THE ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC OR UTILITY PROVIDER FOR THE PURPOSES SHOWN HEREIN; UNLESS OTHERWISE EXPRESSLY PROVIDED HEREON; AND DOES HEREBY GRANT AND DEDICATE THE FOLLOWING INTERESTS IN THE PROPERTY:

- (A) TO THE TOWN OF MINTURN WITH NO OBLIGATION TO CONSTRUCT OR MAINTAIN: (1) WATER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, AND THROUGH THOSE PORTIONS OF THIS FINAL PLAT DESIGNATED AS "WATER EASEMENT" FOR THE PURPOSE OF USING, INSTALLING, CONSTRUCTING, MAINTAINING, IMPROVING, REPAIRING AND REPLACING FACILITIES OF ANY KIND OR NATURE FOR THE TRANSMISSION OF DOMESTIC WATER AND/OR IRRIGATION WATER INCLUDING BUT NOT LIMITED TO TAPS, MANHOLES, AND WATER LINES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO. (2) A NON-EXCLUSIVE ROAD EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "TRACT A" FOR THE PURPOSE OF: VEHICULAR OR PEDESTRIAN ACCESS, INGRESS AND EGRESS AND ROAD USES. (3) A NON-EXCLUSIVE DRAINAGE EASEMENT ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "TRACT B" AND THE AREA DEFINED AS "UTILITY, DRAINAGE, SNOW STORAGE AND PEDESTRIAN EASEMENT", ON LOT 17, AND ALONG THE REAR 5 FEET OF LOTS 18, 19, AND 20 FOR THE PURPOSES OF STORM DRAINAGE, DRAINAGE OF WATER FLOW FROM OTHER LANDS ALONG WITH THE RIGHT BUT NOT THE OBLIGATION FOR INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SURFACE DRAINAGE STRUCTURES INCLUDING BUT NOT LIMITED TO SWALES, GUTTERS, DITCHES, CULVERTS, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO. (4) PEDESTRIAN EASEMENT WITHIN ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "PEDESTRIAN EASEMENT" AS SHOWN ON SHEET 3 FOR THE PURPOSE OF PEDESTRIAN USE INCLUDING REASONABLE INGRESS AND EGRESS OF PERSONS TO INCLUDE FOOT, BICYCLE OR SMALL WHEEL USE ALONG WITH SIDEWALK OR PATH CONSTRUCTION, USE AND REPAIR. (B) TO THE EAGLE RIVER WATER AND SANITATION DISTRICT A NON-EXCLUSIVE SEWER EASEMENT AS SHOWN ON SHEET 4 - ON, OVER, UNDER, ABOVE, ACROSS AND THROUGH THOSE AREAS DESIGNATED HEREON AS "SEWER EASEMENT" TO, AS SHOWN, FOR THE PURPOSES OF DISPOSAL AND TRANSMISSION OF DOMESTIC SEWAGE AND STORM WATER, THE INSTALLATION, USE, REPAIR, REPLACEMENT, IMPROVEMENT AND MAINTENANCE OF SANITARY SEWER STRUCTURES INCLUDING BUT NOT LIMITED TO MANHOLES, PIPES AND ALL RELATED STRUCTURES, TOGETHER WITH A RIGHT OF INGRESS AND EGRESS THERETO.

OWNER: ADDRESS:

BY: TITLE:

STATE OF COUNTY OF

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

MY COMMISSION EXPIRES:

WITNESS MY HAND AND OFFICIAL SEAL. NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT O'CLOCK ON THIS OF A.D. 20

CLERK AND RECORDER BY: DEPUTY

- Revised Attorney Comments 2-18-22 MSS Revised Misc drafting 11-05-21 MSS Revised Attorney Comments 2-03-22 MSS Revised Lot 7 10-11-2021 MSS Revised Water Ease 12-15-21 MSS Revised per Town Comments 6-08-2021 MSS Revised Parking Ease 12-10-21 MSS Revised per Town Comments 5-19-2021 MSS



SLAGLE SURVEY SERVICES 800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631 970.471.1499 Office matthew@slaglesurvey.com www.SlagleSurvey.com

FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS JOB NUMBER: 18029 DRAWING NAME: 18029\_PUD.dwg SHEET 1 OF 5 DATE: 04-13-2021

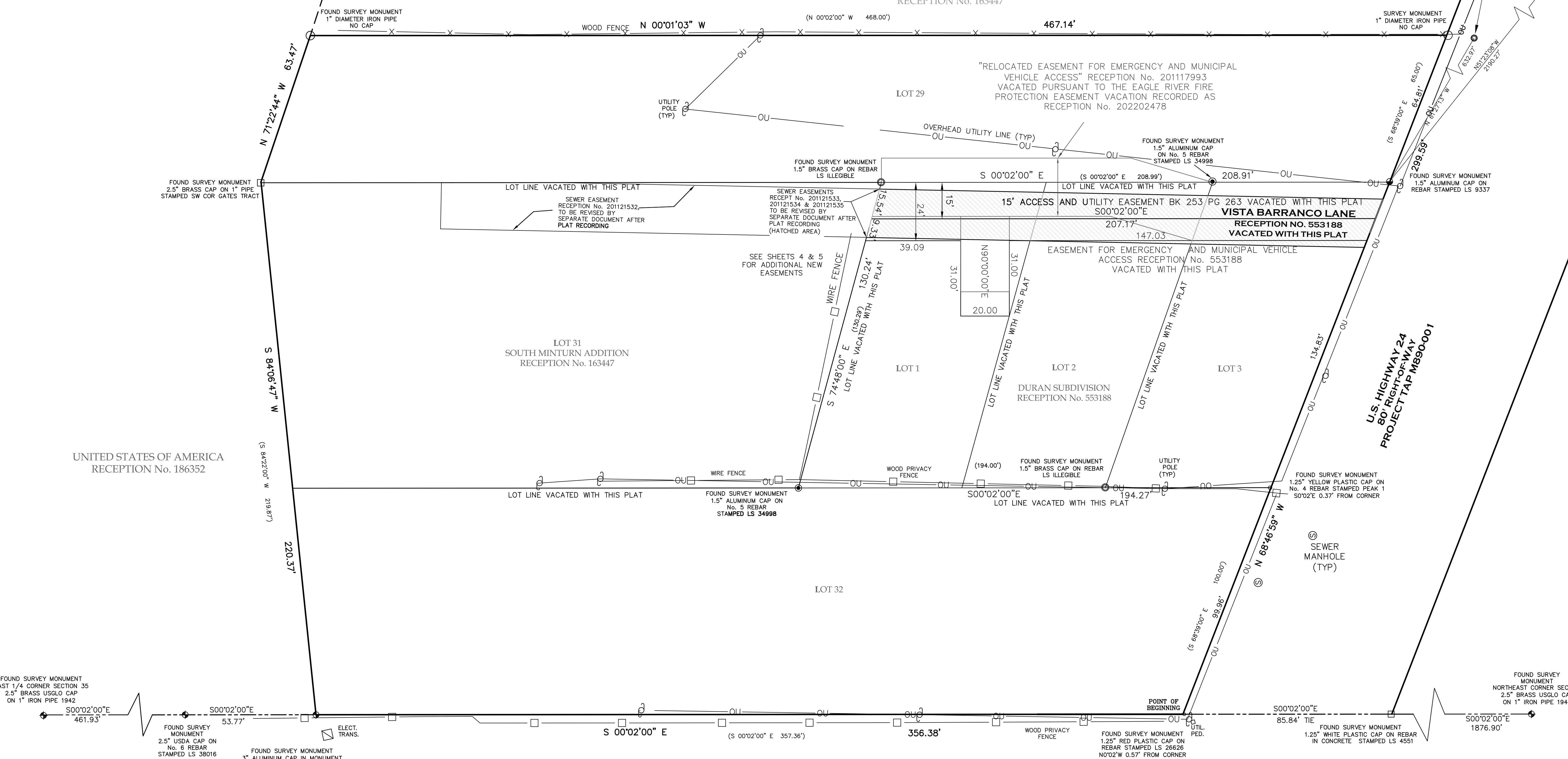


# FINAL PLAT BELDEN PLACE, P.U.D. Town of Minturn, County of Eagle, State of Colorado

## SHEET 2 OF 5 BOUNDARY AND VACATION

(BEARING DISTANCE) = PREVIOUSLY PLATTED DIMENSIONS OF RECORD

SEE SHEETS 4 & 5 FOR ADDITIONAL NEW EASEMENTS



UNITED STATES OF AMERICA  
RECEPTION No. 186352

BASIS OF BEARINGS  
UNITED STATES OF AMERICA  
RECEPTION No. 246983

FOUND SURVEY MONUMENT  
EAST 1/4 CORNER SECTION 35  
2.5" BRASS USGLO CAP  
ON 1" IRON PIPE 1942

FOUND SURVEY MONUMENT  
2.5" USDA CAP ON  
No. 6 REBAR  
STAMPED LS 38016

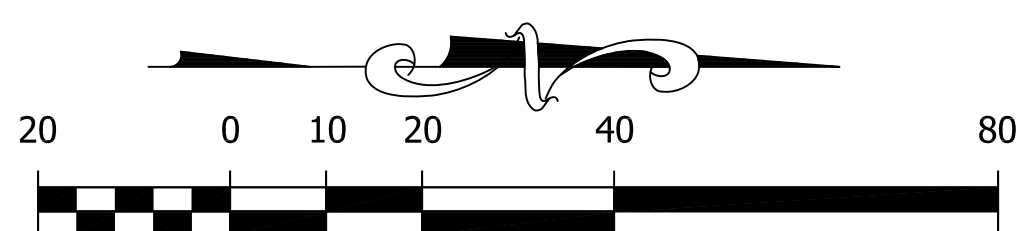
FOUND SURVEY MONUMENT  
3" ALUMINUM CAP IN MONUMENT  
BOX STAMPED DEPT. OF  
AGRICULTURE 1984  
LS 7235

FOUND SURVEY MONUMENT  
1.5" ALUMINUM CAP ON  
No. 5 REBAR  
STAMPED LS 34998

FOUND SURVEY MONUMENT  
1.25" RED PLASTIC CAP ON  
REBAR STAMPED LS 26626  
N0°02'W 0.57' FROM CORNER

FOUND SURVEY MONUMENT  
1.25" YELLOW PLASTIC CAP ON  
No. 4 REBAR STAMPED PEAK 1  
S0°02'E 0.37' FROM CORNER

FOUND SURVEY MONUMENT  
NORTHEAST CORNER SEC. 35  
2.5" BRASS USGLO CAP  
ON 1" IRON PIPE 1942



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Matthew S. Slagle PLS 34998  
Professional Land Surveyor  
State of Colorado



### SLAGLE SURVEY SERVICES

800 Castle Drive - P.O. Box 751 Eagle, Colorado 81631  
970.471.1499 Office [matthew@slaglesurvey.com](mailto:matthew@slaglesurvey.com)  
[www.SlagleSurvey.com](http://www.SlagleSurvey.com)

### FINAL PLAT BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 2 OF 5		DATE: 04-13-2021



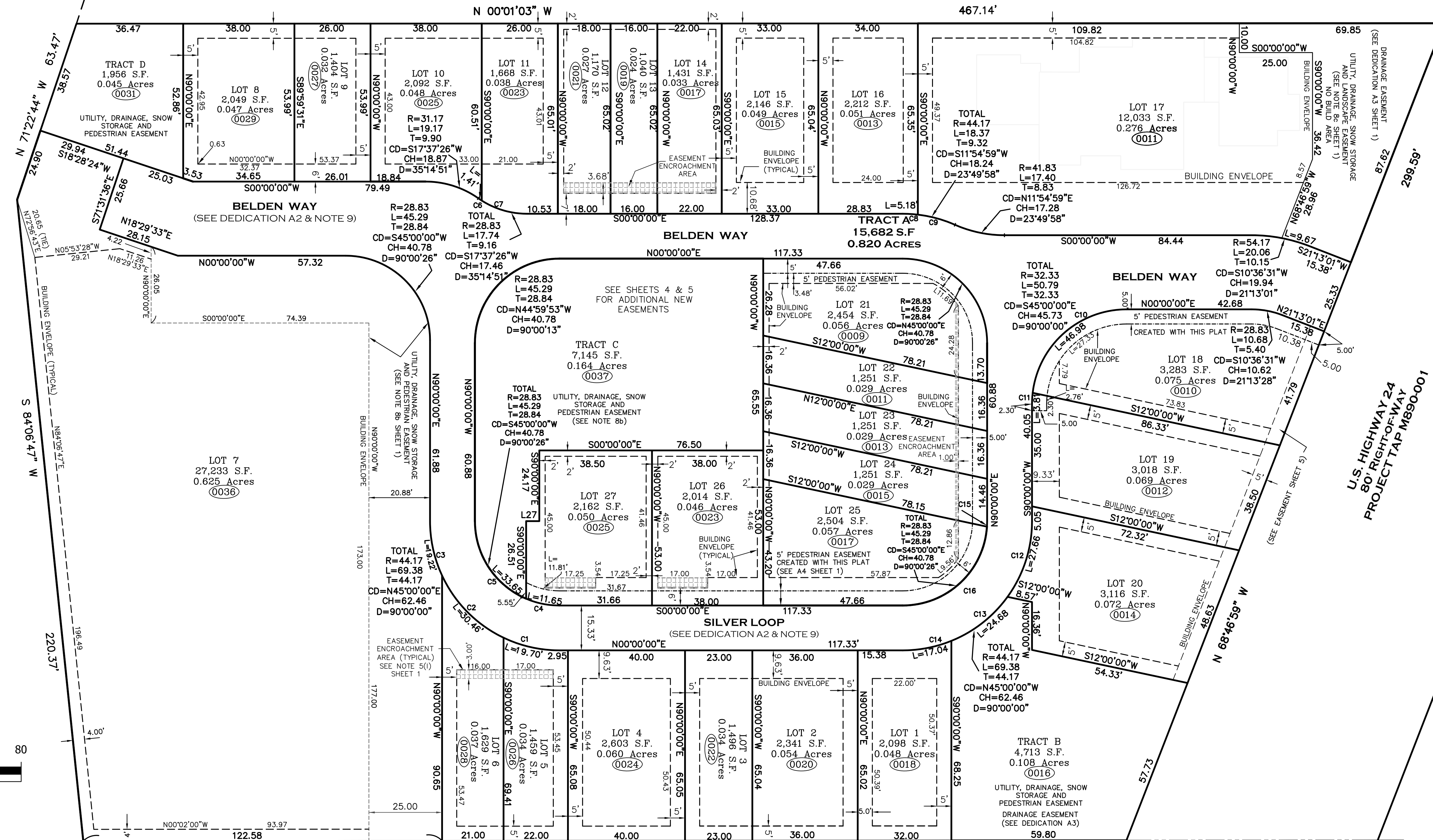
# FINAL PLAT BELDEN PLACE, P.U.D.

Town of Minturn, County of Eagle, State of Colorado

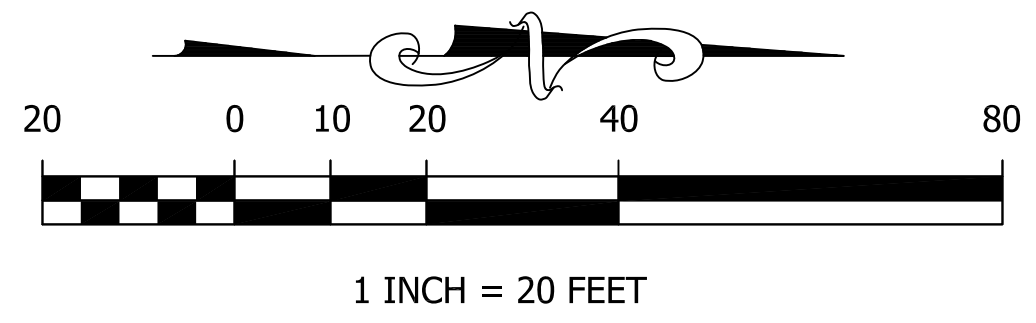
SHEET 3 OF 5  
SUBDIVISION

LOT 28  
SOUTH MINTURN ADDITION  
RECEPTION No. 163447

SEE SHEETS 4 & 5  
FOR ADDITIONAL NEW  
EASEMENTS



UNITED STATES OF AMERICA  
RECEPTION No. 186352



CURVE TABLE						
CURVE	LENGTH	RADIUS	Tangent	Chord	Chd Bng	Delta
C1	19.70	44.17	10.01	19.53	N12°46'33"E	25°33'06"
C2	30.46	44.17	15.86	29.86	N45°18'32"E	39°30'53"
C3	19.22	44.17	9.76	19.07	N77°31'59"E	24°56'01"
C4	11.65	28.83	5.91	11.57	N11°34'15"E	23°08'56"
C5	33.65	28.83	19.03	31.77	N56°34'28"E	66°51'30"
C6	1.41	28.83	0.71	1.41	N33°50'32"E	2°48'39"
C7	16.32	28.83	8.39	16.11	N16°13'06"E	32°26'12"
C8	5.18	44.17	2.59	5.18	S03°21'35"W	6°43'11"
C9	13.19	44.17	6.65	13.14	S15°16'34"W	17°06'47"
C10	46.98	32.33	28.73	42.95	S41°37'23"E	83°14'46"
C11	3.81	32.33	1.91	3.81	S86°37'23"E	6°45'14"
C12	27.66	44.17	14.30	27.21	N72°03'40"W	35°52'40"
C13	24.68	44.17	12.67	24.36	N38°06'40"W	32°01'20"
C14	17.04	44.17	8.63	16.93	N11°03'00"W	22°06'00"
C15	1.89	28.83	0.94	1.89	N88°07'42"W	3°45'03"
C16	43.41	28.83	27.01	39.42	N43°07'29"W	86°15'24"

L27 = S00°00'00"W 4.50

UNITED STATES OF AMERICA  
RECEPTION No. 246983



Matthew S. Slagle PLS 34998  
Professional Land Surveyor  
State of Colorado

--- = PLATTED BUILDING ENVELOPE  
--- = PEDESTRIAN EASEMENT  
[Hatched Area] = EASEMENT ENCROACHMENT AREA SEE VII.B OF THE PUD GUIDE - NOTE 5(1)

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**FINAL PLAT  
BELDEN PLACE, P.U.D.**  
Town of Minturn, County of Eagle, State of Colorado

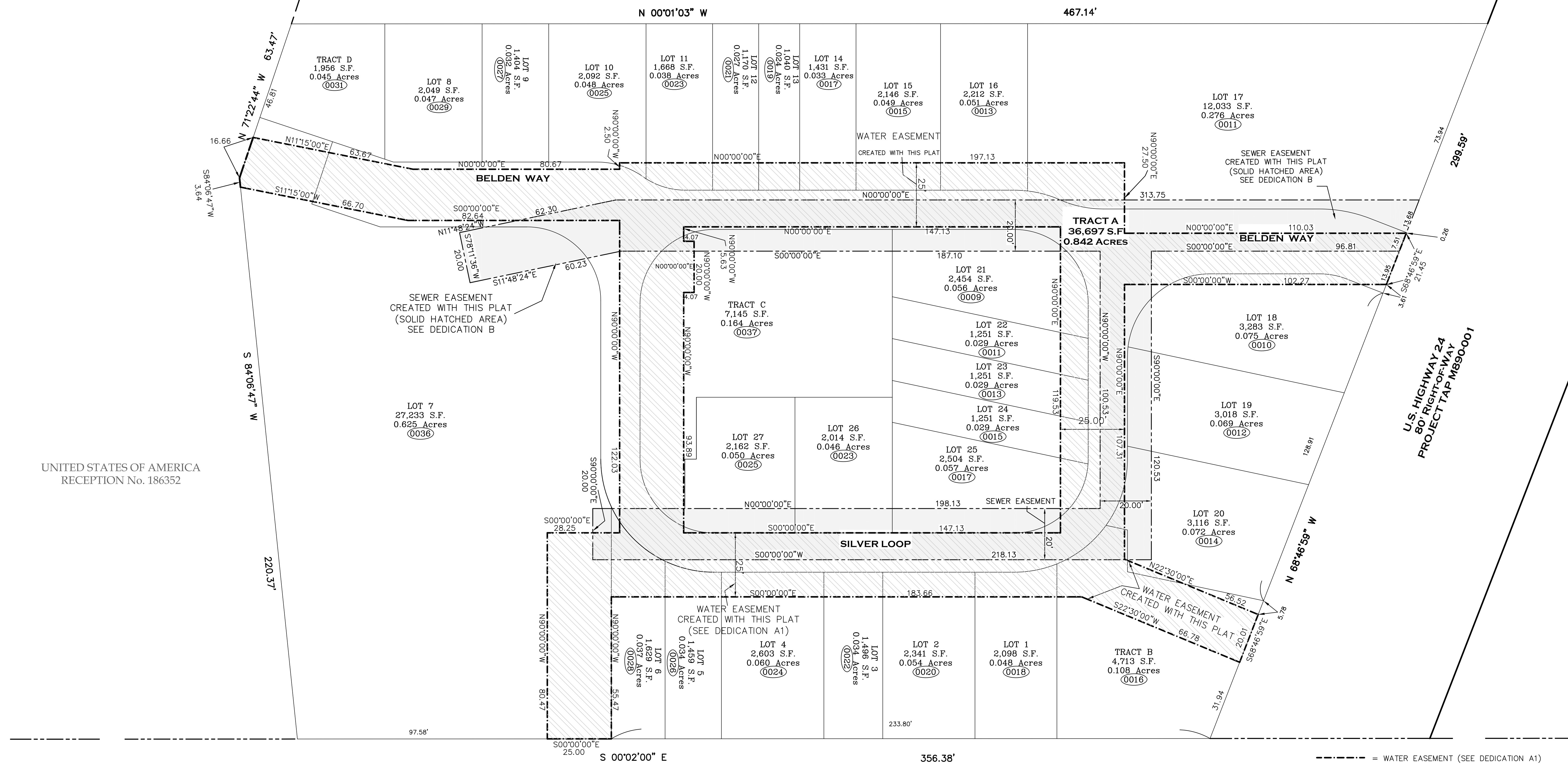
DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 3 OF 5	DATE: 04-13-2021	



**FINAL PLAT**  
**BELDEN PLACE, P.U.D.**  
 Town of Minturn, County of Eagle, State of Colorado

SHEET 4 OF 5  
 WATER & SEWER  
 EASEMENTS  
 CREATED WITH THIS PLAT

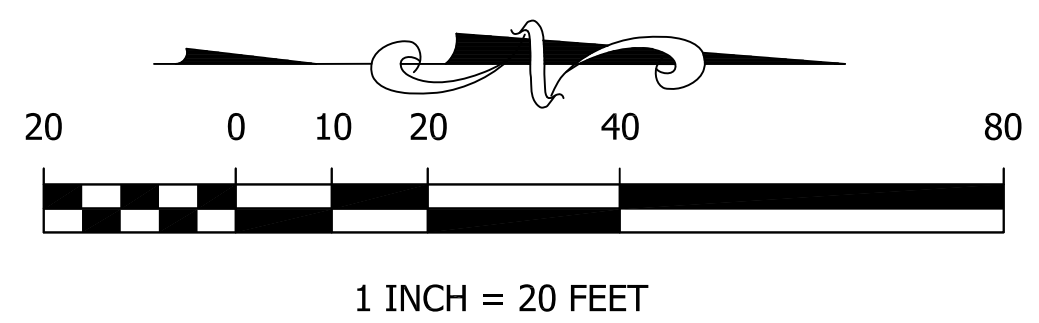
LOT 28  
 SOUTH MINTURN ADDITION  
 RECEPTION No. 163447



UNITED STATES OF AMERICA  
 RECEPTION No. 186352

UNITED STATES OF AMERICA  
 RECEPTION No. 246983

--- = WATER EASEMENT (SEE DEDICATION A1)  
 --- = SEWER EASEMENT (SEE DEDICATION B)



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 State of Colorado



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**FINAL PLAT**  
**BELDEN PLACE, P.U.D.**  
 Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 4 OF 5	DATE: 04-13-2021	



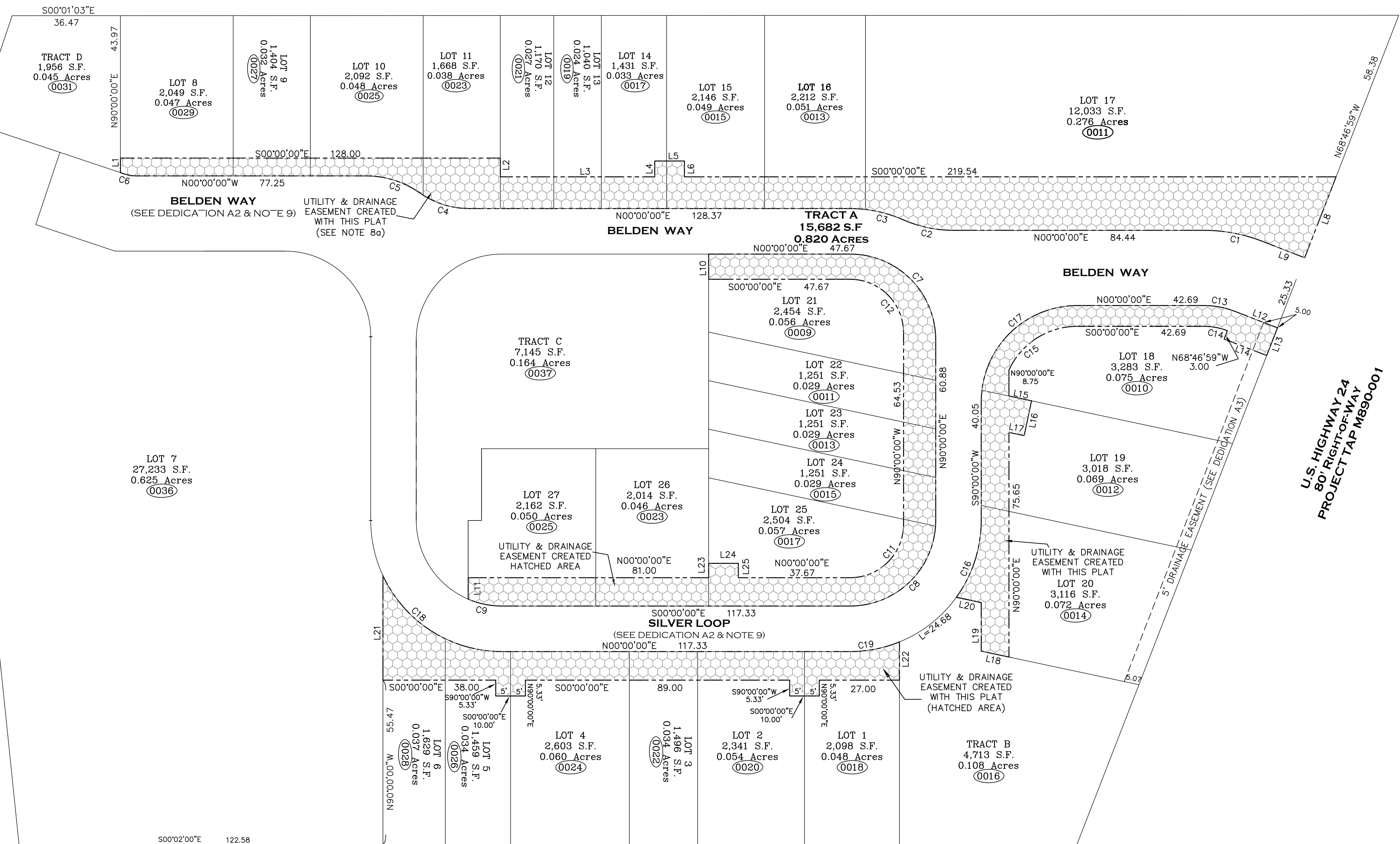
**FINAL PLAT**  
**BELDEN PLACE, P.U.D.**  
 Town of Minturn, County of Eagle, State of Colorado

SHEET 5 OF 5  
 UTILITY & DRAINAGE  
 EASEMENTS  
 CREATED WITH THIS PLAT

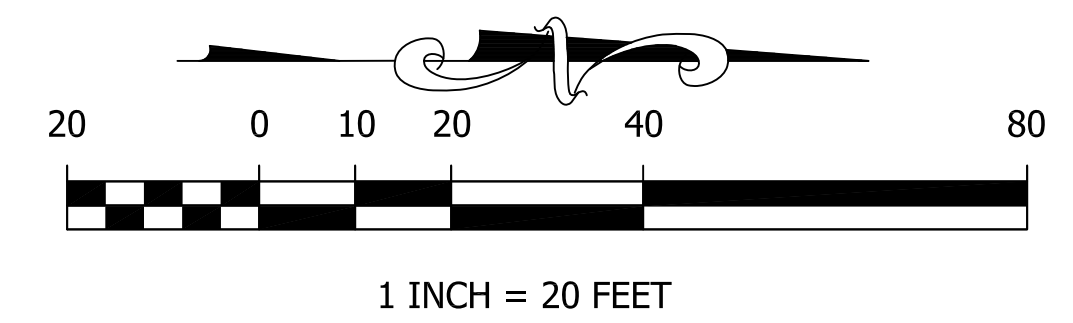
SEE NOTE 8a SHEET 1

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.88	N90° 00' 00"E
L2	6.32	N90° 00' 00"W
L3	52.00	S00° 00' 00"E
L4	5.33	N90° 00' 00"E
L5	10.00	S00° 00' 00"E
L6	5.33	N90° 00' 00"W
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L8	29.24	N68° 46' 59"W
L9	15.38	N21° 13' 01"E
L10	8.48	N90° 00' 00"W
L11	7.22	N90° 00' 00"W
L12	15.38	N21° 13' 01"E
L13	10.00	S68° 46' 59"E
L14	15.38	S21° 13' 01"W
L15	7.79	N12° 00' 00"E
L16	12.00	S78° 00' 00"E
L17	5.24	S12° 00' 00"W
L18	9.54	S12° 00' 00"W
L19	16.36	N90° 00' 00"W
L20	8.57	S12° 00' 00"W
L21	35.18	N90° 00' 00"W
L22	12.87	N90° 00' 00"W
L23	4.83	S90° 00' 00"W
L24	10.00	N00° 00' 00"E
L25	4.83	N90° 00' 00"E
L26	1.52	N90° 00' 00"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	20.06'	54.17	21°13'01"	S10° 36' 31"W	19.94'
C2	17.40'	41.83	23°49'58"	N11° 54' 59"E	17.28'
C3	18.37'	44.17	23°49'58"	S11° 54' 59"W	18.24'
C4	17.74'	28.83	35°14'51"	N17° 37' 26"E	17.46'
C5	19.17'	31.17	35°14'51"	S17° 37' 26"W	18.87'
C6	5.74'	14.90	22°03'53"	N11° 17' 40"E	5.70'
C7	45.29'	28.83	90°00'00"	S45° 00' 00"W	40.78'
C8	45.29'	28.83	90°00'00"	N45° 00' 00"W	40.78'
C9	11.65'	28.83	23°08'56"	N11° 34' 15"E	11.57'
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C11	28.27'	18.00	90°00'00"	N45° 00' 00"W	25.46'
C12	28.27'	18.00	90°00'00"	S45° 00' 00"W	25.46'
C13	10.68'	28.83	21°13'01"	S10° 36' 31"W	10.62'
C14	8.09'	21.83	21°13'01"	S10° 36' 31"W	8.04'
C15	28.84'	25.33	65°12'58"	S32° 36' 29"E	27.30'
C16	27.66'	44.17	35°52'40"	N72° 03' 40"W	27.21'
C17	50.79'	32.33	90°00'00"	S45° 00' 00"E	45.73'
C18	50.16'	44.17	65°03'59"	N32° 31' 59"E	47.50'
C19	17.04'	44.17	22°06'00"	N11° 03' 00"W	16.93'



U.S. HIGHWAY 24  
 80' RIGHT-OF-WAY  
 PROJECT TAP MB90001



NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.



Matthew S. Slagle PLS 34998  
 Professional Land Surveyor  
 State of Colorado



**SLAGLE SURVEY SERVICES**  
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 970.471.1499 Office matthew@slaglesurvey.com  
 www.SlagleSurvey.com

**FINAL PLAT**  
**BELDEN PLACE, P.U.D.**  
 Town of Minturn, County of Eagle, State of Colorado

DRAWN BY: MSS	JOB NUMBER: 18029	DRAWING NAME: 18029_PUD.dwg
SHEET 5 OF 5	DATE: 04-13-2021	

February 25, 2022

Michelle Metteer  
Town Manager  
Town of Minturn  
301 Boulder St Suite #309  
Minturn, CO 81645

**RE: Bid Award Recommendation  
Town of Minturn Water Storage Tank**

Dear Michelle,

The Town received two bids on February 17, 2022 for the Town of Minturn Water Storage Tank Project. After thorough review of the bids, SGM recommends awarding to the low bidder, DN Tanks, LLC. The bid project solicited bids for two alternatives, the tank at location 1A (adjacent to the WTP) and 1B (tank located above the WTP at the existing graded site). DN Tanks submitted a bid for 1A for \$2,065,686 and a bid for 1B for \$2,255,084. Our recommendation is to award alternative 1B to DN Tanks supported by the following:

1. DN Tanks had the lowest base bid total.
2. The bid is complete, responsive and responsible.
3. The Contractor is confident in his bid price.
4. SGM contacted references from previous projects. DN Tanks has a very strong reputation and is qualified to complete the project.
5. We recommend alternative 1B even though the cost is \$189,398 more than 1A for the following reasons:
  - a. Modeling work performed in parallel with the tank redesign has shown that a pump station is not required to provide domestic flows to the Town from 1B.
  - b. Fireflows can also be achieved from the 1B platform in conjunction with removing the current PRV valve in Town and upsizing the main line proposed for the new WTP.
  - c. The 1A site will require a pump station and additional pipeline to Maloit Park will be necessary to achieve fireflow to Town.

It is good practice to set aside a contingency fund along with the award of any construction contract; we believe  $\pm 10\%$  is sufficient for a project of this size and complexity.

Attached is the bid opening tabulation that shows the bidders and their respective bids. If you have any questions or we can be of any further service, please contact me directly.

Respectfully,  
**SGM**

Ryan Gordon, P.E.  
Project Engineer



MINTURN WATER STORAGE TANK

Project No. 2017-258.020 - Bid Date November 17, 2021

				DN Tanks - 1A		Johnson Construction Inc - 1A		DN Tanks - 1B		Johnson Construction Inc - 1B			
Item #	Estimated Quantity - 1A	Estimated Quantity - 1B	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
<b>Lump Sum Items</b>													
1	1	1	LS	Mobilization & Demobilization	219,150.00	219,150.00	300,000.00	300,000.00	220,200.00	220,200.00	300,000.00	300,000.00	
2	1	1	LS	Erosion Control	6,600.00	6,600.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	
17	1	1	LS	Micropile	373,600.00	373,600.00	500,000.00	500,000.00	473,700.00	473,700.00	500,000.00	500,000.00	
<b>Total of Lump Sum Items</b>						<b>599,350.00</b>		<b>810,000.00</b>		<b>703,900.00</b>		<b>810,000.00</b>	
<b>Unit Price Items</b>													
3	2050	2030	SY	Clearing and Grubbing	5.50	11,275.00	3.00	6,150.00	5.50	11,165.00	3.00	6,090.00	
4	2444	2200	SY	Site Grading	7.00	17,108.00	5.00	12,220.00	7.00	15,400.00	5.00	11,000.00	
5	6,300	2,800	CY	Unclassified Excavation	11.90	74,970.00	26.00	163,800.00	11.90	33,320.00	30.00	84,000.00	
11	1,413	1,670	SY	Access Road & Tank Platform Construction (Class 6 base & filter fabric)	42.00	59,346.00	30.00	42,390.00	41.50	69,305.00	30.00	50,100.00	
	1	1	EA	0.595 MG AWWA D110 Wire-Wound Concrete Tank & Appurtenances	1,158,100.00	1,158,100.00	2,000,000.00	2,000,000.00	1,143,920.00	1,143,920.00	2,000,000.00	2,000,000.00	
18	110	280	LF	12" DIP Waterline	680.00	74,800.00	515.00	56,650.00	678.00	189,840.00	415.00	116,200.00	
19	25	25	LF	4" DIP Waterline	340.00	8,500.00	400.00	10,000.00	340.00	8,500.00	400.00	10,000.00	
20	25	25	LF	8" DIP Waterline	340.00	8,500.00	500.00	12,500.00	340.00	8,500.00	500.00	12,500.00	
21	175	185	LF	3" PVC Conduit with shielded wires	45.00	7,875.00	65.00	11,375.00	45.00	8,325.00	65.00	12,025.00	
22	1	1	EA	Level Sensors	2,700.00	2,700.00	3,500.00	3,500.00	2,700.00	2,700.00	3,500.00	3,500.00	
23	175	185	LF	3" Conduit for Lighting/Power	45.00	7,875.00	50.00	8,750.00	45.00	8,325.00	50.00	9,250.00	
24	120	415	LF	Rip Rap Channel	60.00	7,200.00	80.00	9,600.00	56.00	23,240.00	80.00	33,200.00	
	18	18	LF	18" Corrugated Stormwater Channel	260.00	4,680.00	250.00	4,500.00	260.00	4,680.00	250.00	4,500.00	
	10	10	SY	Rip Rap Outlet Protection	360.00	3,600.00	200.00	2,000.00	350.40	3,504.00	200.00	2,000.00	
25	1,915	2,200	SY	Revegetation	9.80	18,767.00	5.00	9,575.00	9.30	20,460.00	5.00	11,000.00	
<b>Total of All Unit Price Bid Items</b>						<b>1,465,296.00</b>		<b>2,353,010.00</b>		<b>1,551,184.00</b>		<b>2,365,365.00</b>	
<b>Total of Lump Sum and Unit Price Bid Items = Total Bid Price</b>						<b>2,064,646.00</b>		<b>3,163,010.00</b>		<b>2,255,084.00</b>		<b>3,175,365.00</b>	

To: Minturn Town Council  
From: Michelle Metteer  
Date: March 2, 2022  
RE: Town Manager Update

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### **Email Communications**

I've started having more group communications with residents in town based on geographic area. If anyone is interested in getting random emails from me when something in you neck of the woods might be occurring, feel free to shoot me your email and physical address and I'll start compiling group emails by area of town. Send information to: [manager@minturn.org](mailto:manager@minturn.org).

### **Community Partnership Grant Award**

Minturn applied for and was awarded the Community Partnership grant from the Colorado River Water and Conservation District in the amount of \$250,000. Jay Brunvand is now determining how much of the \$250,000 can be accepted by the Enterprise Fund due to TABOR regulations. These funds will go toward the construction of the new water tank.

### **Revitalizing Main Streets – CDOT Grant**

Minturn has applied for another grant toward the construction of sidewalks along phase two of the Main Street project which would run from approximately the 900-block to the entryway of the Boneyard Open Space parcel. The grant application is for approximately \$2,000,000 with a \$400,000 match. Fingers crossed!

### **Department of Local Affairs Grant Application**

Minturn is submitting an application to DOLA for a \$200,000 request to help offset the \$400,000 required match identified in above. The application is due March 1, 2022.

### **Downtown Colorado Inc. Challenge Town**

Along with the many other downtown efforts, Minturn is undertaking the DCI Challenge Town program. This program identifies critical issues in the downtown area and then helps to alleviate those issues by helping to implement revenue sources. The first DCI Doers group meeting is scheduled for the week of March 1<sup>st</sup>. Much more to come on this front.

### **Historic Preservation**

Attorney Terry Gorrell and I will be starting work on the draft Historic Preservation Ordinance for review by the Committee, and then Planning Commission and Council. We hope to have this going before the Planning Commission in the next few months.

### **Water TAP Moratorium Review**

Staff will be asking Council in the coming months to consider amendments to the water tap moratorium. Given the extensive concern expressed by Council regarding number of taps remaining, Council should consider not allowing three taps to any building project in town. More to come on this.



Jay Brunvand  
 Clerk/Treasurer  
 301 Pine St #309 ♦ 302 Pine St  
 Minturn, CO 81645  
 970-827-5645 x1  
[treasurer@minturn.org](mailto:treasurer@minturn.org)  
[www.minturn.org](http://www.minturn.org)



Town Council  
 Mayor – Earle Bidez  
 Mayor Pro Tem – Terry Armistead  
 Council Members:  
 George Brodin  
 Lynn Feiger  
 Eric Gotthelf  
 Gusty Kanakis  
 Tom Sullivan

Below reflects proposed topics to be scheduled at future Town Council meetings and is informational only. Dates and topics are subject to change.

<b>REGULAR TOWN COUNCIL MEETINGS</b>
<b>March 2, 2022</b>
Water Tank Bid Update
Minturn Water Tap Update & Direction
Ord __ - Series 2022 (First Reading) Final Subdivision PUD Plan – Belden Place
Executive Session – Council to receive legal advice – Battle Mountain mediation
<b>March 16, 2022</b>
One Book One Valley Proclamation (Lori Ann Barnes)
Ord __ - Series 2022 (Second Reading) Final Subdivision PUD Plan – Belden Place
Resolution __ - Series 2022 Final Subdivision Plat – Belden Place
Resolution __ - Series 2022 Final Subdivision SIA – Belden Place
<b>DATE TO BE DETERMINED</b>
Discussion Re Eagle Co Regional Transit Authority-Potential Nov 2022 Ballot Issue
30’ River Setback Policy Review & Eagle River Park (MMC Sec. 16-2-50(b)) – waiting on Planning Commission recommendations
2021-23 Strategic Plan Amendment – Building Code Updates
Potential legislation regarding Mobile homes
Car Idling