



**SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
Tuesday, September 8, 2020, 1:30 p.m.**

Please use the link below to join the webinar:

[https://us02web.zoom.us/j/81410612400?
pwd=T0dTNkh0YjBGQjUyV3MvSXpiUWI4dz09](https://us02web.zoom.us/j/81410612400?pwd=T0dTNkh0YjBGQjUyV3MvSXpiUWI4dz09)

Passcode: 3SxZT^=\$Yz

Or Telephone:

**346 248 7799 or 669 900 9128 or 253 215 8782 or 312 626 6799 or 646 558
8656 or 301 715 8592**

Webinar ID: 814 1061 2400

Passcode: 3763617751

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- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. CITIZEN COMMENT
- V. CONSENT AGENDA
 - A. Approval Of 8-25-20 Regular Meeting Minutes

Documents:

[CONSENT A 082520 REG MIN.PDF](#)
 - B. Approval Of 8-13-20 Special Meeting Minutes

Documents:

[CONSENT B 081320 SPL MIN.PDF](#)

C. Warrant List Of 8-16-20 To 8-31-20 (Finance)

Documents:

[CONSENT C 08162020 - 08312020.PDF](#)

D. Authorization To Transfer Lot 1, Block 2, Dillon Valley Subdivision #1, AKA 987 Deer Path Rd (CR 53), To The Summit Habitat For Humanity (Housing)

Documents:

[CONSENT D1 STAFF REPORT FOR LOT 1, BLOCK 2, TRANSFER.PDF](#)
[CONSENT D2 RESOLUTION AUTHORIZING TRANSFER OF LOT 1, BLOCK 2 DILLON VALLEY.PDF](#)

E. Petition For Abatement Or Refund Of Taxes; Abatement No. 20AR-64 ; Schedule No. 302892; Legal Property Description: Lots 7,8,9,10,11,12,13,14 Block 3 Abbetts Addition Sub (Assessor)

Documents:

[CONSENT E1 20AR-64 STAFF REPORT.PDF](#)
[CONSENT E2 20AR-64 STIPULATION AGREEMENT.PDF](#)
[CONSENT E3 20AR-64 PETITION ATTACHMENTS.PDF](#)
[CONSENT E4 20AR-64 DPT PETITION.PDF](#)

F. Liquor License Renewal For Cures N' Curiosities Inc. Dba ROCKIN' R RANCH; Liquor Store; Don McCoy; Located At 91 River Run Road, Keystone (Clerk)

Documents:

[CONSENT F ROCKIN R RANCH RENEWAL MATERIALS_REDACTED.PDF](#)

G. Liquor License Renewal For Keystone Food & Beverage Co. Dba MOUNTAIN HOUSE LODGE; Hotel & Restaurant With Optional Premises; Jody Churich; Located At 1202 Summit County Road 8, Keystone, CO (Clerk)

Documents:

[CONSENT G MOUNTAIN HOUSE RENEWAL MATERIALS_REDACTED.PDF](#)

H. Liquor License Modification For Keystone Food & Beverage Co. Dba MOUNTAIN HOUSE LODGE; Manager Registration; Hotel & Restaurant With Optional Premises; Matthew Neubauer; Located At 1202 Summit County Road 8, Keystone, CO (Clerk)

Documents:

[CONSENT H MOUNTAIN HOUSE MANAGER REGISTRATION MATERIALS_REDACTED.PDF](#)

VI. PUBLIC HEARING

A. An Amendment To The Melody Lodge Cabins PUD That Would Remove The Occupancy Restrictions On Cabins 1 & 2 And Replace It With A Workforce Housing Deed Restriction. Summit County Board Of County Commissioners' Regular Meeting Agenda

Of September 8, 2020 (PLN19-125/Melody Lodge, Inc.) Lower Blue Basin (Planning)
Continued From 8.25.20 Regular Meeting

Documents:

PH A1 PLN19-125 SUPPLEMENTAL_STAFF REPORT_FINAL.PDF
PH A2 PUD_MODIFIED AUG 5 2020_FINAL.PDF
PH A3 PUD_EXHIBIT A_LEGAL.PDF
PH A4 PUD_EXHIBIT B_SITE PLAN.PDF
PH A5 PUD_EXHIBIT C_BOA97-02 RESO.PDF
PH A6 8.31.20 RESIDENTIAL HOUSING RESTRICTIVE COVENANT FOR
BOCC MTG (002).PDF
PH A7 EXHIBIT A QCI REVISED.PDF
PH A8 EXHIBIT B - HUD GUIDELINES FOR SUMMIT COUNTY.PDF
PH A9 EXHIBIT C -APPRECIATION LIMITING PROMISSORY NOTE (C-1) AND
DEED OF TRUST (C-2).PDF
PH A10 PUBLIC COMMENT.PDF

VII. ADJOURNMENT

*This agenda is subject to change at any time. Please contact the Manager's Office
or visit our website to obtain updates at: <http://www.summitcountyco.gov>



SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 25, 2020 at 1:30 p.m.
SUMMARY MINUTES

*For assistance or questions regarding special accommodations, accessibility,
or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

I. CALL TO ORDER

The Meeting of the Board of County Commissioners on Tuesday, August 25, 2020 was called to order by Chair, Karn Stiegelmeier, at 1:30 p.m. in the County Commissioners' Meeting Room, Summit County Courthouse, 208 Lincoln Avenue, Breckenridge, Colorado.

II. ROLL CALL

Board Members present and answered to the roll call were:

Karn Stiegelmeier, Chair
Elisabeth Lawrence, Commissioner
Thomas C. Davidson, Commissioner

Staff Present via conference phone were as follows: Scott Vargo, County Manager; Jeff Huntley, County Attorney; Jaime FitzSimons, Sheriff; Keely Ambrose, Assistant County Attorney; Sarah Vaine, Assistant County Manager; Bentley Henderson, Assistant County Manager; Marty Ferris, Finance Director; Jim Curnutte, Community Development Director; April Kroner, Planning Director; Dan Osborn, Senior Planner; Jason Dietz, Housing Director; Brandon Howes, Housing Planner II; April Paige, Executive Administrative Manager and Lori Dwyer, Deputy Clerk.

Additional Attendees via conference phone: Katie Knoll, Kellyn Glynn, Jen McAtamney, Debra Gregory-Mitchener, Tamara Pogue and others that did not sign in.

III. APPROVAL OF AGENDA

The agenda was approved, as presented.

IV. CITIZEN COMMENT

V. PROCLAMATIONS & ANNOUNCEMENTS

- A.** Proclamation Declaring September 2020 as Suicide Prevention Month in Summit County, Colorado.

Jen McAtamney thanked the Commissioners for drawing attention to this important issue. She noted that mental health should be treated like any other aspect of health, and also noted the negative effects of COVID-19 on anxiety and depression symptoms.

Commissioners thanked Ms. McAtamney and Building Hope for their efforts.

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve Resolution 2020-47, Proclamation declaring September 2020 as “Suicide Prevention Month” in Summit County, Colorado.

VI. CONSENT AGENDA

- A.** Approval of 8-11-20 Regular Meeting Minutes. **Approved as presented; and**
- B.** Warrant List of 8-1-20 to 8-15-20 (Finance). **Approved as presented by the Finance Department; and**
- C.** A resolution authorizing the assignment to the Colorado Housing and Finance Authority of private activity bond allocation of Summit County, Colorado pursuant to the Colorado Private Activity Bond Ceiling Allocation Act (Attorney/Finance). **Approved Resolution 2020-48 as presented; and**
- D.** DV Vistas Sales Contract & County’s HOA Declarant Representative (Housing). **Approved Resolution 2020-49 as presented; and**
- E.** Request for Public Hearing and Designation of Neighborhood for Gateway Grocery & Liquor LLC dba GATEWAY GROCERY & LIQUOR; Liquor Store; Joseph McIntyre; located at 23110 U.S. Highway 6 Unit #8; Dillon, CO (Clerk). **Approved as presented and scheduled for Public Hearing on September 22, 2020 Regular Meeting**
- F.** Approval of a Contract to Buy and Sell Real Estate, 0250 Cove (CR 120) Boulevard 8 (Housing). **Approved as presented; and**
- G.** Approval of a resolution indicating the approval of the Commissioners to sell the Continental Divide National Scenic Trail mining claims (Summit County Critical Inholdings) to the United States Forest Service (OS&T). **Approved Resolution 2020-50 as presented; and**

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve the Consent Agenda, items A-G, and Resolutions 2020-48, 2020-49 and 2020-50 as referenced above.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VII. PUBLIC HEARING

- A.** An amendment to the Melody Lodge Cabins PUD that would remove the occupancy restrictions on Cabins 1 & 2 and replace it with a workforce housing deed restriction. (PLN19-125/Melody Lodge, Inc.) Lower Blue Basin.

Dan Osborn gave a background including discussions with the applicant and the Housing department, layout of the cabins, new deed restriction guidelines. He noted that some issues with the recitals on the front page were brought to staff’s attention and for that reason, they are recommending continuing the item to the next Regular Meeting.

Debra Gregory-Mitchener, applicant, expressed her disappointment with the suggestion that the item would be continued to the following meeting.

Commissioner Stiegelmeier opened and closed the hearing without public comment.

MOTION: A motion was made by Commissioner Stiegelmeier and seconded by Commissioner Lawrence to continue the hearing for an amendment to the Melody Lodge Cabins PUD that would remove the occupancy restrictions on Cabins 1 & 2 and replace it with a workforce housing deed restriction. (PLN19-125/Melody Lodge, Inc.) Lower Blue Basin at the BOCC Regular Meeting on September 8, 2020 at 1:30 p.m.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VIII. ADJOURNMENT

The meeting was adjourned at 2:03 p.m.

Respectfully submitted,

Approved by:

Lori Dwyer, Deputy Clerk

Karn Stiegelmeier, Chair

NOTE: These minutes are a summary of the proceedings and motions of the August 25, 2020 Board of County Commissioners' Regular Meeting. The complete digital recording is available in the Office of the Clerk & Recorder, Summit County Courthouse, 2nd Floor, 208 Lincoln Avenue, Breckenridge, Colorado 80424.



SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, August 13, 2020 at 4:00 p.m.
SPECIAL MEETING SUMMARY MINUTES

*For assistance or questions regarding special accommodations, accessibility,
or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

I. CALL TO ORDER

The Special Meeting of the Board of County Commissioners on Thursday, August 13, 2020 was called to order by Chair, Karn Stiegelmeier, at 4:00 p.m. in the County Commissioners' Meeting Room, Summit County Courthouse, 208 Lincoln Avenue, Breckenridge, Colorado.

II. ROLL CALL

Board Members present and answered to the roll call were:

Karn Stiegelmeier, Chair
Elisabeth Lawrence, Commissioner
Thomas C. Davidson, Commissioner

Staff Present via conference phone were as follows: Scott Vargo, County Manager; Jeff Huntley, County Attorney; Jaime FitzSimons, Sheriff; Brian Bovaird, Director of Emergency Management; Julie Sutor, Director of Communications; Marty Ferris, Finance Director; Bentley Henderson, Assistant County Manager; April Paige, Executive Administrative Manager and Lori Dwyer, Deputy Clerk.

Additional Attendees via conference phone: Libby Stanford, George Bowser, Mike Tabb, Brian Webinger, Jay Nelson and others that did not sign in.

III. APPROVAL OF AGENDA

The agenda was approved, as presented.

IV. CITIZEN COMMENT

V. NEW BUSINESS

- A.** Approval of a Resolution Declaring a Stage 2 Fire Hazard Emergency and Banning Open Fires and the Use and Sale of Fireworks in Summit County (Sheriff's Office).

Sheriff FitzSimons noted that he recently participated in a regional call with local, state and federal partners, wherein a recommendation was made for Stage 2 Fire Restrictions due to low

fuel moisture, high human-caused risk factors, no significant relief in fire weather in the forecast, and scarce resources for firefighting.

Scott Vargo noted that the towns are also adopting Stage 2 restrictions, and that the shooting range is being closed as an administrative action.

Red White and Blue Fire Protection District Deputy Chief Jay Nelson clarified that the wood pellet grills noted in the resolution require a power source, so they are typically on a deck or patio and not surrounded by vegetation.

MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-45, Declaring a Stage 2 Fire Hazard Emergency and Banning Open Fires and the Use and Sale of Fireworks in Summit County (Sheriff's Office).

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VI. PUBLIC HEARING

A. Consideration of a Resolution providing for the referral of a ballot measure to the registered qualified electors of Summit County, Colorado, authorizing limited adjustments to Summit County's mill levy authority to maintain existing County services, with no net increase in tax revenues; prescribing the form of the ballot issue, including the submission clause and title, for submission at such election; and providing for certification of the ballot issue to the County Clerk and Recorder (Manager/Finance/Attorney).

Jeff Huntley noted that there are adjustments made at the state level which can cause changes to the County's taxation methodologies such as the assessment rates and decrease County funds periodically as a result. He noted that the proposed ballot measure allows the Board, with very limited authority, to maintain existing revenues and services. He also noted that the measure uses conservative language from the Taxpayer Bill of Rights (TABOR), due to the variety of interpretations of TABOR.

Mr. Vargo noted that this would maintain existing revenues and keep existing services including those that taxpayers have recently voted to fund including universal preschool, open space and trails projects, workforce housing, wildfire mitigation services, recycling services and mental health services.

MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-46, a Resolution providing for the referral of a ballot measure to the registered qualified electors of Summit County, Colorado, authorizing limited adjustments to Summit County's mill levy authority to maintain existing County services, with no net increase in tax revenues; prescribing the form of the ballot issue, including the submission clause and title, for submission at such election; and providing for certification of the ballot issue to the County Clerk and Recorder (Manager/Finance/Attorney).

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VII. ADJOURNMENT

The meeting was adjourned at 4:21 p.m.

Respectfully submitted,

Approved by:

Lori Dwyer, Deputy Clerk

Karn Stiegelmeier, Chair

NOTE: These minutes are a summary of the proceedings and motions of the August 13, 2020 Board of County Commissioners' Special Meeting. The complete digital recording is available in the Office of the Clerk & Recorder, Summit County Courthouse, 2nd Floor, 208 Lincoln Avenue, Breckenridge, Colorado 80424.

Vendor Checks by Date

Summit County Finance

Check Cut Range from: 8/16/2020 through 8/31/2020

| Nbr / | Check Number | Check Date | Check Amt | Type | Total Chk Amt |
|-------|--|------------|-----------|------|---------------|
| 12737 | GABRIEL ROBINSON-LYNCH | | | | \$5,100.00 |
| 10007 | A & A SEPTIC | | | | \$1,440.00 |
| 11629 | ACORN CREEK RANCH ESTATES HOA | | | | \$175.00 |
| 10025 | ACZ LABORATORIES | | | | \$92.00 |
| 10038 | AIR FILTER SOLUTIONS, INC. | | | | \$1,658.53 |
| 12758 | ALINNEA CHRISTIANSEN | | | | \$67.87 |
| 10043 | ALL COPY PRODUCTS INC | | | | \$728.86 |
| 10050 | ALPINAIRE HEALTHCARE | | | | \$84.00 |
| 10057 | ALSCO | | | | \$89.49 |
| 10061 | ALWAYS MOUNTAIN TIME LLC | | | | \$1,119.00 |
| 10111 | ARTWORKS UNLIMITED INC | | | | \$2,215.00 |
| 12705 | AT&T MOBILITY LLC | | | | \$14,441.59 |
| 12706 | AUTOAUTO WASH | | | | \$1,305.07 |
| 10123 | AVALANCHE PT | | | | \$150.00 |
| 10125 | AV-TECH ELECTRONICS INC | | | | \$32,170.12 |
| 10136 | BASELINE ASSOC | | | | \$560.00 |
| 1011 | BENJAMIN M. NOONAN | | | | \$1,169.66 |
| 10144 | BERG HILL GREENLEAF & RUSCITTI LLP | | | | \$510.00 |
| 1185 | BEVERLY K GOMEZ | | | | \$1,884.19 |
| 10168 | BOB BARKER CO. | | | | \$1,196.00 |
| 10179 | BRECKENRIDGE ANIMAL CLINIC INC | | | | \$3,040.42 |
| 90920 | BUILDING INSPECTION ONE TIME | | | | \$190.40 |
| 10222 | CARRIAGE HOUSE PRESCHOOL | | | | \$10,423.02 |
| 11296 | CENTRAL SQUARE TECHNOLOGIES, LLC | | | | \$320.00 |
| 10246 | CENTURA HEALTH | | | | \$600.00 |
| 10247 | CENTURYLINK | | | | \$2,890.44 |
| 12383 | CERES DESIGN & ARBORSCAPE, LLC | | | | \$30,000.00 |
| 10258 | CHARLES D JONES CO | | | | \$212.85 |
| 1234 | CHARLES SANTAULARIA | | | | \$3,019.44 |
| 10270 | CITY ELECTRIC SUPPLY SW DIVISION | | | | \$104.62 |
| 10276 | CIVIL INSIGHT, LLC | | | | \$8,510.00 |
| 12464 | CLARE CORP | | | | \$9,127.29 |
| 12776 | CLAUDIA D. RYKS | | | | \$105.16 |
| 90410 | CLERK ONE TIME | | | | \$2,811.37 |
| 10298 | COLORADO ANALYTICAL LAB | | | | \$48.00 |
| 1199 | COLORADO DEPT OF HUMAN SERVICES | | | | \$840.00 |
| 10329 | COLORADO DEPT OF PUB HEALTH & ENV | | | | \$597.75 |
| 1198 | COLORADO DEPT OF PUBLIC HEALTH | | | | \$126.00 |
| 10330 | COLORADO DEPT OF PUBLIC HEALTH & ENVIRONMENT | | | | \$65.00 |
| 1197 | COLORADO DEPT OF REVENUE | | | | \$485,047.74 |
| 11927 | COLORADO DOCUMENT SECURITY, INC. | | | | \$180.00 |
| 10341 | COLORADO INTERACTIVE | | | | \$98,414.97 |
| 10350 | COLORADO MOUNTAIN NEWS MEDIA | | | | \$560.00 |

Vendor Checks by Date

Summit County Finance

Check Cut Range from: 8/16/2020 through 8/31/2020

| | | |
|-------|-------------------------------------|--------------|
| 10364 | COLORADO STATE UNIVERSITY - EXTENSI | \$9,425.00 |
| 12055 | COLORADO WORKERS COMPENSATION POOL | \$17,751.19 |
| 10384 | CONTECH ENGINEERED SOLUTIONS | \$8,306.75 |
| 10395 | CORUM REAL ESTATE GROUP INC. | \$3,480.00 |
| 12626 | COURAGE COMMUNITY FOSTER CARE | \$2,000.00 |
| 12459 | COVETRUS NORTH AMERICA | \$409.72 |
| 10403 | CPS DISTRIBUTORS INC | \$177.59 |
| 11644 | CROWN TROPHY | \$629.58 |
| 90930 | CSU EXTENSION ONE TIME | \$1,822.85 |
| 12621 | DAVES ENTERPRISES | \$5,000.00 |
| 12646 | DAVID GROOMS | \$30,217.80 |
| 12711 | DDS SERVICES OF AMERICA, INC | \$42.50 |
| 10432 | DELIA MARTINEZ | \$120.00 |
| 11675 | DEPARTMENT OF THE NAVY | \$600.00 |
| 10449 | DILLON MARINA | \$753.30 |
| 11963 | DINAH BEAMS | \$184.00 |
| 10462 | DOT FHWA-ENTERPRISE SRV CTR FED AVI | \$154,610.79 |
| 10473 | EARLY CHILDHOOD OPTIONS | \$69,413.74 |
| 10478 | EBMS | \$212,672.08 |
| 10481 | ECO TRANSIT | \$600.00 |
| 10482 | ECOLAB | \$65.55 |
| 10486 | ELECTRONIC RECYCLERS | \$1,991.84 |
| 10515 | EXPRESS TOLL | \$28.79 |
| 10520 | FAMILY INTERCULTURAL RESOURCE | \$9,370.33 |
| 12538 | FARIS MACHINERY COMPANY | \$1,184.00 |
| 12781 | FATIMA LIZARDO | \$101.60 |
| 10529 | FEDERAL EXPRESS | \$19.35 |
| 10541 | FIS/LINK2GOV | \$273.03 |
| 11958 | FULL POTENTIAL, LLC | \$299.00 |
| 10566 | GALLS, LLC | \$1,564.69 |
| 11908 | GARCIA CLINICAL LABORATORY, INC. | \$355.50 |
| 11800 | GRAND GRAVEL PIT LLC | \$825.58 |
| 11635 | GREER'S APPLIANCE CENTER | \$109.00 |
| 1194 | GUARDIAN TAX CO LLC | \$7,323.57 |
| 10626 | HIGH COUNTRY CONSERVATION | \$8,235.00 |
| 90940 | HOUSING ONE TIME | \$400.00 |
| 91031 | HUMAN SERVICES ONE TIME | \$4,228.00 |
| 10651 | IDEXX LABORATORIES | \$384.52 |
| 10663 | INSIGHT PUBLIC SECTOR | \$27.76 |
| 10695 | JANEEN K OGDEN | \$1,500.00 |
| 1230 | JASON L. BERMAN | \$137.21 |
| 10909 | JENNIFER LOVE | \$344.79 |
| 12388 | JHL CONSTRUCTORS INC | \$160,542.24 |
| 11636 | JM SILVERTHORNE LLC | \$411.17 |

Vendor Checks by Date

Summit County Finance

Check Cut Range from: 8/16/2020 through 8/31/2020

| | | |
|-------|----------------------------------|--------------|
| 10725 | JON HANS | \$72.00 |
| 12371 | JULI JOYCE | \$547.67 |
| 12264 | JULIANE DEMARCO | \$2,549.25 |
| 10741 | JUSTIN MILIZIO, DVM | \$1,638.00 |
| 12540 | KANOPY INC | \$2,700.00 |
| 10746 | KARI MORENO | \$700.50 |
| 12372 | KATHERNIE CAMPBELL | \$342.26 |
| 1236 | KATHLEEN B CASTRIGNO | \$1,382.28 |
| 12473 | KELSEY SWANSON | \$667.00 |
| 11604 | KEN KARYL GLASS INC. | \$1,897.00 |
| 10764 | KIDABILITIES, LLC | \$3,473.00 |
| 10908 | KIMBERLEY RAMEY | \$5,681.00 |
| 12214 | KIMBERLY EYTEL | \$414.00 |
| 12770 | KIMYA NURU DENNIS | \$2,400.00 |
| 10772 | KINSCO LLC | \$1,385.40 |
| 10782 | KRYSTAL BROADCASTING | \$1,170.00 |
| 10796 | LAKE DILLON PRESCHOOL | \$2,600.88 |
| 12712 | LAKESIDE TOWNHOUSE ASSOCIATION | \$158.45 |
| 1060 | LARRY BOOTSMA LIVING TRUST | \$1,693.64 |
| 10804 | LASER GRAPHICS | \$338.00 |
| 12285 | LAURA VERONICA CHAVEZ | \$1,519.00 |
| 10817 | LEXIPOL, LLC | \$11,674.00 |
| 10828 | LONG BUILDING TECHNOLOGIES, INC. | \$348.37 |
| 10833 | LOWES | \$2,378.75 |
| 10834 | LSV, LLC | \$1,430.00 |
| 12670 | LYNN MEYER | \$1,560.00 |
| 10837 | LYNNE EASTERLY | \$300.40 |
| 12217 | MAGDALENA CZANERLE | \$45.00 |
| 10842 | MANSFIELD OIL COMPANY | \$31,539.88 |
| 10865 | MAYA KULICK | \$14.78 |
| 10372 | MELISSA F HASSEL | \$3,519.00 |
| 10873 | MESA OIL | \$193.60 |
| 1229 | MICHELLE BEAUDOIN | \$2,277.14 |
| 12132 | MOUNTAINSIDES CONDO ASSOCIATION | \$294.00 |
| 12405 | NAOMI LOUSE WHITE | \$1,633.00 |
| 11993 | NATHAN BREYER | \$150.00 |
| 12672 | NATIONAL CAR CHARGING, LLC | \$20,212.00 |
| 12040 | NEW YORK TIMES | \$28.80 |
| 10978 | OFFICE OF THE DISTRICT ATTORNEY | \$116,001.34 |
| 99999 | ONE TIME VENDOR | \$632.22 |
| 12331 | ONSOLVE, LLC | \$24,250.00 |
| 1079 | OPTIMAL INVESTMENTS INC | \$1,745.95 |
| 10993 | OUTSIDE TELEVISION | \$2,500.00 |
| 1083 | PAUL FOREHAND | \$138.77 |

Vendor Checks by Date

Summit County Finance

Check Cut Range from: 8/16/2020 through 8/31/2020

| | | |
|-------|-----------------------------------|--------------|
| 11009 | PEAK PERFORMANCE | \$161.82 |
| 11017 | PETROS & WHITE | \$5,001.23 |
| 11039 | PRIORITY DISPATCH | \$5,141.50 |
| 90820 | PUBLIC TRUSTEE ONE TIME | \$334.25 |
| 11067 | QUILL.COM | \$595.16 |
| 11069 | RADIO RESOURCE, INC. | \$7,815.00 |
| 12769 | RECOVERY RESOURCES | \$61,942.00 |
| 11080 | REEVES COMPANY INC | \$27.38 |
| 11113 | ROCKY MOUNTAIN COFFEE ROASTERS | \$131.25 |
| 12270 | SALT LAKE WHOLESALE SPORTS | \$2,056.00 |
| 11160 | SARAH VAINÉ | \$566.61 |
| 12783 | SCOTT WAGNER | \$46.56 |
| 12465 | SECURITY TRANSPORT SERVICES, INC. | \$3,828.30 |
| 12739 | SELEX-ES, INC | \$17,765.00 |
| 12633 | SHERI PAUL | \$500.00 |
| 90611 | SHERIFF ONE TIME | \$1,420.00 |
| 11189 | SHERWIN WILLIAMS | \$1,290.09 |
| 11217 | SOLID WASTE ASSN OF NORTH AMERICA | \$623.00 |
| 12434 | SOUTH PAW ELECTRIC CORP | \$1,939.00 |
| 11680 | SOUTHERN HEALTH PARTNERS, INC. | \$11,467.27 |
| 1096 | STASIA ERICKSON | \$1,807.10 |
| 11246 | STATE OF COLORADO | \$2,140.62 |
| 1200 | STATE OF COLORADO TREASURY | \$4,804.00 |
| 11254 | STEVE NOFZIGER | \$375.00 |
| 11261 | STRATEGIC FENCE & WALL COMPANY | \$270.00 |
| 12404 | STRUCTURES, INC | \$173,555.10 |
| 12206 | SUBURBAN TOPPERS, INC | \$1,401.00 |
| 11271 | SUMMIT COMMUNITY CARE CLINIC | \$7,500.00 |
| 11276 | SUMMIT COUNTY MEDICAL OFFICE | \$21,190.91 |
| 11277 | SUMMIT COUNTY PRESCHOOL | \$14,847.74 |
| 11940 | SUMMIT EMBROIDERY | \$645.76 |
| 11883 | SUMMIT FIRE AND EMS AUTHORITY | \$1,083.74 |
| 11275 | SUMMIT FIRE AUTHORITY | \$400.00 |
| 11280 | SUMMIT FORD | \$174,078.75 |
| 11287 | SUMMIT ROLL-OFFS | \$12,900.00 |
| 11294 | SUN IMPRINTS, LLC | \$2,200.00 |
| 11308 | SYMBOL ARTS | \$360.50 |
| 11317 | TEAM CLEAN | \$160.00 |
| 11335 | THE MASTER'S TOUCH, LLC | \$850.49 |
| 1211 | THOMAS CASTRIGNO | \$1,973.08 |
| 11348 | THOMSON REUTERS- WEST | \$1,887.49 |
| 11352 | TIGER NATURAL GAS, INC. | \$3,914.16 |
| 11355 | TIMBERLINE DISPOSAL LLC | \$575.96 |
| 1112 | TLC CLUB | \$5,579.57 |

Vendor Checks by Date

Summit County Finance

Check Cut Range from: 8/16/2020 through 8/31/2020

| | | |
|-------|---------------------------|--------------|
| 11367 | TOWN OF BRECKENRIDGE | \$40,037.74 |
| 11368 | TOWN OF DILLON | \$13,171.40 |
| 11369 | TOWN OF FRISCO | \$114,817.21 |
| 11371 | TOWN OF SILVERTHORNE | \$64,190.85 |
| 90810 | TREASURER ONE TIME | \$781,206.20 |
| 11394 | UNITED DRYING INC | \$1,914.65 |
| 12034 | VANCE BOTHERS INC | \$686.00 |
| 11440 | WAGNER EQUIPMENT | \$1,519.10 |
| 11459 | WEST, BROWN, HUNTLEY PC | \$182.00 |
| 11462 | WESTERN PAPER DIST | \$200.00 |
| 11475 | WM RECYCLE AMERICA | \$6,126.50 |
| 11478 | XCEL | \$11,086.11 |
| 11538 | XEROX FINANCIAL SERVICES | \$879.12 |
| 11822 | ZOAR CORPORATION LLC | \$2,079.00 |
| 12495 | ZOOBEAN, INC. | \$1,395.00 |
| 12780 | ZOOM VIDEO COMMUNICATIONS | \$9,389.64 |



OFFICE OF THE COUNTY ATTORNEY

970.453.3402 ph | 970.453.3535 f 208 East Lincoln Ave. | PO Box 68
www.SummitCountyCO.gov Breckenridge, CO 80424

MEMORANDUM

To: Board of County Commissioners
From: Keely Ambrose, Assistant County Attorney
Jason Dietz, Housing Director
Date: September 8, 2020
Re: Transfer of Lot 1, Block 2, Dillon Valley Subdivision #1

The Board is the owner of real property described as Lot 1, Block 2, Dillon Valley Sub #1, located in Summit County, Colorado, (the “Property”) that it acquired for the purpose of developing, constructing, and selling affordable workforce housing units to qualified members of the local workforce. The Summit County chapter of Habitat for Humanity (“Habitat”) is engaged in the acquisition and construction of affordable workforce housing in the community. On June 12, 2020 the County and Habitat entered into an MOU to provide for the development and construction of an affordable workforce housing unit on the Property, including transferring ownership of the Property from the County to Habitat upon mutual agreement of a housing deed restriction.

The deed restriction has been developed and finalized that will ensure that the unit of housing constructed on the Property will be resided in and continue to be affordable to members of the local workforce and their families who have low or moderate income.

Staff recommends that the BOCC approve the Resolution authorizing the Transfer of Lot 1, Block 2, Dillon Valley Subdivision #1 to Summit Habitat for Humanity, as well as approve the Chair and Vice-Chair to sign the deed and associated closing documents.

RESOLUTION NO. 2020-

**BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF SUMMIT
STATE OF COLORADO**

A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY AS PART OF AN AFFORDABLE WORKFORCE HOUSING PROJECT, AND IN CONNECTION THEREWITH, AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED BETWEEN THE COUNTY, AS OWNER, AND HABITAT FOR HUMANITY, AS DEVELOPER; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, Summit County, Colorado (the “County”) is a political subdivision of the State of Colorado duly organized and existing pursuant to the Constitution and the laws of the State of Colorado; and

WHEREAS, the Board of County Commissioners (the “Board”) of the County is authorized, pursuant to Section 30-11-101(b), (c) and (d), Colorado Revised Statutes, and other provisions of law to: (1) purchase and hold real and personal property for the use of the County, (2) sell and convey any real or personal property owned by the County, (3) make all contracts and do all other acts in relation to the property and concerns necessary to the exercise of its corporate and administrative powers; and

WHEREAS, the Board is the owner of a certain parcel of real property described as Lot 1, Block 2, Dillon Valley Sub #1, located in Summit County, Colorado, (the “Property”) that it acquired for the purpose of developing, constructing, and selling affordable workforce housing units to qualified members of the local workforce; and

WHEREAS, the Summit County chapter of Habitat for Humanity (“Habitat”) is engaged in the acquisition and construction of affordable workforce housing in the community; and

WHEREAS, the County and Habitat entered into an MOU to provide for the development and construction of an affordable workforce housing unit on the Property, including transferring ownership of the Property from the County to Habitat; and

WHEREAS, a deed restriction has been developed and finalized that will ensure that the unit of housing constructed on the Property will be resided in and continue to be affordable to members of the local workforce and their families who have low or moderate income; and

WHEREAS, the Board hereby finds and determines that it is necessary, convenient and in furtherance of the governmental purposes of the County and in the best interests of the County and its inhabitants that the County convey title of the Property to Habitat and establish other such processes and authorizations as necessary to complete such transactions as contemplated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO:

Section !. The Chair, or Vice-Chair, acting on behalf of the County, is hereby authorized to execute and deliver the Deed and other associated closing documents relating to the transfer of the Property. The Deed shall be attested to by the County Clerk or Deputy Clerk (the “Clerk”) and the Clerk shall affix the seal of the County thereon.

Section 3. The officials, agents, representatives and employees of Summit County are hereby authorized and directed to take all actions necessary or appropriate to effect the provisions of this Resolution.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

**COUNTY OF SUMMIT
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

Karn Stiegelmeier, Chair

ATTEST:

Kathleen Neel, Clerk & Recorder



OFFICE OF THE COUNTY ASSESSOR

970.453.3480 ph | 970.453.3481 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 276
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Frank Celico, County Assessor
Mike Peterson, Chief Appraiser

FOR: September 8, 2020 BOCC Regular Meeting

SUBJECT: Petition for Abatement or Refund of Taxes; Abatement No. 20AR-64 ; Schedule No. 302892; Legal Property Description: Lots 7,8,9,10,11,12,13,14 Block 3 Abbetts Addition Sub (Assessor)

Our office is recommending an abatement for Schedule No. 302892. The adjustment is recommended after the Petitioner and the Assessor's Office agreed to a Stipulation.

Description of the Subject Property

The subject property is a 24,890 square foot mixed use building located at 106 N French Street in the Town of Breckenridge. The building is a Class C, Brick construction, 3 story structure with finished basement and includes a bank on the first floor and 21 office spaces on the 1st and 2nd floors and in the finished basement. The 3rd floor has 6 residential apartments. The property was originally constructed in 1981 and has been slightly remodeled resulting in an adjusted year built of 1982. The property is in average condition for age. The parcel is 0.56 acres in size and has level topography, public paved road access and good mountain views from the upper floors.

Petitioner's Reason for Requesting Abatement

Agent for the petitioner filed a request for abatement for Tax Year 2019, citing a change in the lease with the bank which is the primary lessee, and a reconfiguration of the lease space on the first floor. Additional information provided included the current rent rolls and income and expense information for 2017 and 2018. The Petitioner is requesting a value of \$3,535,123.

Assessor's Review

The subject property was originally assigned a value of \$4,706,359 for Tax Years 2019 and 2020. The petitioner filed a timely appeal for Tax Year 2020, citing the change in the bank lease square footage and the different lease rates for the below grade office spaces in the basement as compared to the above grade spaces.

After a review and correction of the changed lease information and square footage of the bank and the lease rates for the other office spaces, the Assessor and Petitioner agreed to a value change. The total value adjustment and tax refund are indicated on the following pages.

ATTACHMENTS: Stipulation Agreement
Petition Attachments
DPT Petition



OFFICE OF THE ASSESSOR

970-453-3480 phone
assessor@summitcountyco.gov
www.summitcountyco.gov

PO Box 276
208 Lincoln Ave
Breckenridge, CO 80424

Stipulation to Valuation

Assessor Abatement #: 20AR-64
Real Property Schedule #: 302892
Property Owner : Olive Greeff LLC & Nicholas Raggio LLC
Legal Description: Lots 7,8,9,10,11,12,13,14 Block 3 Abbetts Addition Sub
Tax Year(s): 2019

Tax Year 2019 Summary

RECOMMENDED VALUATION FOR SCHEDULE #302892 FOR TAX YEAR 2019

Table with 5 columns: TAX YEAR 2019, ACTUAL VALUE, ASSESSED VALUE, TAX RATE, TAXES. Rows include Original, Correction, and Abate/Refund.

Based on the information as provided in the attached report, this appraiser recommends the property taxes for Tax Year 2019 be abated or refunded in the amount of \$ 13,874.20.*

Handwritten signature of Michael W. Peterson

Michael W. Peterson
Certified General Appraiser #0137970 expires 12/31/2020

August 6, 2020

I do hereby agree with the recommendation of the Summit County Assessor's Office regarding the abatement of value or refund of taxes for Tax Year 2019.

By this agreement I waive any further appeal rights for Tax Year 2019.

Handwritten signature of Howard M. Licht

Petitioner's Agent
Howard M. Licht
Licht & Company, Inc

Handwritten date 8/6/2020

Date

*Actual corrected and abated tax amounts may vary by a few cents, based on automated calculations in the Treasurer's database.

20AR-64

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Summit

Date Received _____
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: FEBRUARY 5, 2020
Month Day Year

Petitioner's Name: OLIVE GREEFF LLC

Petitioner's Mailing Address: c/o Licht & Company, Inc 8101 E. Kenyon Avenue, Suite 3900
Denver, Colorado 80237

City or Town State Zip Code

| SCHEDULE OR PARCEL NUMBER(S) | PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY |
|------------------------------|---|
| <u>R0302892</u> | <u>106 N. FRENCH STREET, BRECKENRIDGE</u> |
| | |
| | |

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2019 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

SEE THE ATTACHED APPEAL

WE ESTIMATE THE SUBJECT PROPERTY SHOULD BE VALUED AT:
RESIDENTIAL \$1,066,819
COMMERCIAL \$2,468,304

Petitioner's estimate of value: \$ 3,535,123 (2019)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature

Daytime Phone Number (_____) _____

By 
Agent's Signature

Email _____

Daytime Phone Number (303) 575-9306

Email chris@lichtco.com

*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation
(For Assessor's Use Only)

Tax Year _____

| | Actual | Assessed | Tax |
|--------------|--------|----------|-------|
| Original | _____ | _____ | _____ |
| Corrected | _____ | _____ | _____ |
| Abate/Refund | _____ | _____ | _____ |

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: _____ Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

Assessor's or Deputy Assessor's Signature



February 4, 2020

Assessor
Summit County

Re: Address: 106 N. French Street
Schedule Number: R0302892

Dear Assessor,

We represent the owner of the above referenced property. We appeal the 2019 actual value of the property. Your office has valued the property at **\$4,706,359**. We estimate the actual value to be **\$3,535,123**. We request the values be assigned as follows:

| | <u>Current Assigned Actual Value</u> | <u>L&C Proposed Actual Value</u> |
|----------------------------------|--|--|
| Entire Economic Unit | \$5,371,236 | \$4,200,000 |
| 302234 | \$310,226 | \$310,226 |
| 304338 | \$354,651 | \$354,651 |
| <u>302892</u> Total Value | \$4,706,359 | \$3,535,123 |
| Residential | \$1,066,819 | \$1,066,819 |
| Commercial | \$3,639,540 | \$2,468,304 |

The subject is the improved parcel that is part of a three-parcel property. The two parcels not part of this appeal (302234 and 304338) are adjacent parking lots. The improved property would not be able to rent at the amounts that the property obtains without the parking lots being part of the property.

We have attached the actual income and expense statements for 2017 and 2018 and rent rolls from October 2017 and October 2018. The subject property operated at a nearly full occupancy during 2017 and 2018. The owner does not separate the residential and commercial cash flow in his accounting.

Assessor
Summit County
Re: Address: 106 N. French
Schedule Number: R0302892
Page 2

During 2017, Bank of the West renegotiated a new lease with the landlord. The bank previously occupied 8,848 square feet. The new lease is for a space totaling only 5,131 square feet. The rental rate of the bank increased with the new lease, but the overall rental amount paid by the bank reduced due to the reduction in square footage. The space the bank vacated was partially used to construct a common-area hallway, and part of the space was leased to other tenants. The overall net rental of the building reduced from 21,624 square feet to 18,809 square feet following the construction of the common-area hallway.

The attached income approach indicates a value of \$4,200,000 for the entire three-parcel economic unit, which includes the commercial portion of the property, the residential portion of the property, and the two adjacent vacant parcels.

The property cannot produce a cashflow necessary to support your assigned value.

Please reduce the value of the subject property to \$3,535,123.

Please notify us of your decision at:

Licht & Company, Inc.
9101 E. Kenyon Avenue, Suite 3900
Denver, Colorado 80237

Respectfully,



Howard M. Licht
President

Schedule Number 0302234, 0302892, 0304338

| |
|-----------------------|
| 1981 YOC 21,624 SF |
|-----------------------|

INCOME APPROACH

| | <u>2017</u> | <u>2018</u> | <u>201</u> |
|-----------------------------------|-------------|-------------|------------|
| ACTUAL INCOME | | | |
| | \$530,298 | \$523,454 | |
| Less: Vacancy @ | | | |
| Effective Gross Income | \$530,298 | \$523,454 | |
| EXPENSES | | | |
| Operating Expenses (w/o RE Tax) | \$161,997 | \$164,415 | |
| Total Expenses | \$161,997 | \$164,415 | |
| NOI | \$368,301 | \$359,039 | |
| Cap Rate (7.05% + 1.70%) | 8.75% | 8.75% | 8.75% |
| Indicated Value | \$4,211,500 | \$4,105,587 | |
| Round to | \$4,211,500 | \$4,105,600 | |

2019 Indicated Value

\$ -

Assessor \$5,371,236 \$ 248.39

SUMMARY OF SUBJECT PROPERTY'S ACTUAL INCOME

| | | | |
|----------------|-------------------------|--------------------------|---------------------------|
| Address: | 106 N. French Street | Schedule # | 0302234, 0302892, 0304338 |
| County: | Summit | City: | Breckenridge |
| Property Name: | | Client: | Raggio |
| Property Type: | Bank/Office/Residential | Owner: | Nicholas Raggio LLC & ... |
| Land SF | 37,462 | Net Imp SF per Assessor | 20,181 |
| Gross Imp. SF | 20,181 | Net Imp SF per Rent Roll | 21,624 |
| Land:Building | 1.86 to 1 | YOC | 1981 |

| | 2017 | | 2018 | | 2019 | |
|--|------------------|----------------|------------------|----------------|-------|---------|
| | \$ | \$/SF | \$ | \$/SF | \$ | \$/SF |
| Vacancy (Year End) | | | | | | |
| Income | | | | | | |
| Base Rental | \$437,182 | \$20.22 | \$430,536 | \$19.91 | | |
| % Rent | | | | | | |
| CAM Reimbursement | \$91,200 | \$4.22 | \$91,200 | \$4.22 | | |
| Other | \$1,916 | \$0.09 | \$1,718 | \$0.08 | | |
| | ----- | | ----- | | ----- | |
| Gross Income | \$530,298 | \$24.52 | \$523,454 | \$24.21 | | |
| Non-Operating Income | | | | | | |
| Interest Income | | | | | | |
| | ----- | | ----- | | ----- | |
| Operating Income | \$530,298 | \$24.52 | \$523,454 | \$24.21 | | |
| Gross Expenses | \$296,287 | \$13.70 | \$344,881 | \$15.95 | | |
| Non-Operating Expenses | | | | | | |
| Interest | \$42,577 | \$1.97 | \$28,746 | \$1.33 | | |
| Depreciation | \$36,000 | \$1.66 | \$47,497 | \$2.20 | | |
| Real Estate Taxes | \$46,460 | \$2.15 | \$49,473 | \$2.29 | | |
| Travel | \$6,460 | \$0.30 | \$6,310 | \$0.29 | | |
| Amortization | \$2,793 | \$0.13 | \$48,441 | \$2.24 | | |
| Other | | | | | | |
| | ----- | | ----- | | ----- | |
| Operating Expenses (w/o RE Tax) | \$161,997 | \$7.49 | \$164,415 | \$7.60 | | |
| Net Operating Income | \$368,301 | \$17.03 | \$359,039 | \$16.60 | | |
| Tenant Improvements | | | | | | |
| Commission | \$1,899 | \$0.09 | \$3,323 | \$0.15 | | |
| Management | \$21,200 | 4.00% | \$21,897 | 4.18% | | #DIV/0! |

Remarks:

2018 Mill Levy:

58.453

2019 Actual Value:

\$5,371,236

8:58 AM
 09/20/19
 Cash Basis

Breckenridge Property
Profit & Loss
 January through December 2018

| | Jan - Dec 18 | Jan - Dec 17 |
|--------------------------------|-------------------|-------------------|
| Ordinary Income/Expense | | |
| Income | | |
| Rent | 430,535.87 | 437,182.22 |
| CAM Receipt | 91,200.00 | 91,200.00 |
| Laundry | 1,718.29 | 1,916.12 |
| Total Income | 523,454.16 | 530,298.34 |
| Expense | | |
| Suspense | | |
| CAM Expenses | | |
| Accounting | 2,750.00 | 2,500.00 |
| Alarm | 2,712.39 | 649.72 |
| Garbage | 6,234.15 | 5,287.03 |
| Elevator | 1,585.32 | 5,050.40 |
| HVAC | 3,285.54 | |
| Insurance | 8,431.60 | 9,020.92 |
| Janitorial | 23,105.00 | 21,553.77 |
| Landscaping | 3,610.96 | 2,177.00 |
| Maintenance | 6,902.00 | 6,163.00 |
| Management | 21,897.00 | 21,200.00 |
| Pest Control | 175.50 | |
| Property Taxes | 49,472.52 | 46,460.24 |
| Repairs | 10,647.76 | 7,615.00 |
| Security | 312.00 | 1,037.50 |
| Sewer | 6,121.44 | 6,121.44 |
| Snow Removal | 13,340.00 | 18,143.75 |
| Travel | 4,932.60 | 2,931.19 |
| Utilities | | |
| Electric | 1,285.00 | 993.00 |
| Total Utilities | 1,285.00 | 993.00 |
| Water | 1,815.36 | 1,597.59 |
| Workers Comp | 1,413.00 | 1,811.00 |
| Total CAM Expenses | 170,029.14 | 160,312.55 |
| Bank Direct | | |
| Utilities | | |
| Electric | 17,401.60 | 18,915.07 |
| Gas | 7,392.22 | 6,438.76 |
| Total Utilities | 24,793.82 | 25,353.83 |
| Total Bank Direct | 24,793.82 | 25,353.83 |
| Accounting | 2,000.00 | 2,350.00 |
| Commission Expense | 3,322.60 | 1,899.00 |
| Bank Fee | 39.00 | 18.76 |
| Legal | 135.00 | |
| Licenses | 295.00 | |
| Mortgage Interest | 28,745.97 | 42,576.69 |
| Office | 1,777.40 | 2,049.38 |
| Repairs | 779.50 | 6,153.63 |

8:58 AM
09/20/19
Cash Basis

Breckenridge Property
Profit & Loss
January through December 2018

| | <u>Jan - Dec 18</u> | <u>Jan - Dec 17</u> |
|-----------------------------------|---------------------|---------------------|
| Travel | 6,309.69 | 6,460.45 |
| Utilities - Non Bank | | |
| Electric | 8,733.00 | 7,825.00 |
| Gas | 1,983.00 | 2,495.00 |
| Total Utilities - Non Bank | 10,716.00 | 10,320.00 |
| Depreciation Expense | 47,497.00 | 36,000.00 |
| Amortization Expense | 48,441.00 | 2,793.00 |
| Total Expense | 344,881.12 | 296,287.29 |
| Net Ordinary Income | 178,573.04 | 234,011.05 |
| Other Income/Expense | | |
| Other Income | | |
| Bond Street Income | (130,656.00) | |
| Total Other Income | (130,656.00) | |
| Other Expense | | |
| State Income Tax | | |
| California Tax | 800.00 | 800.00 |
| Colorado Tax | 8,781.00 | 10,835.00 |
| Total State Income Tax | 9,581.00 | 11,635.00 |
| Penalties | 650.00 | 1,268.00 |
| Total Other Expense | 10,231.00 | 12,903.00 |
| Net Other Income | (140,887.00) | (12,903.00) |
| Net Income | 37,686.04 | 221,108.05 |

**106 North French
October, 2017**

| Occupant | Suit # | Square feet | Rent | | Security deposite | lease expiration |
|------------------------|-------------|-------------|-------------|---------|-------------------|------------------|
| Mark Provino | 100 | 534 | \$1,000.00 | \$22.47 | \$1,000.00 | Ex 8-30-20 |
| Cindi Krane | 210-1 | 145 | \$400.00 | \$33.10 | \$300.00 | Ex 11-16 |
| Erica Tobias | 210-2 | 161 | \$400.00 | \$29.81 | \$375.00 | Ex 5-17 |
| LAND TRUST | 210-3 | 174 | \$400.00 | \$27.59 | \$0.00 | Ex 12-16 |
| Hunter | 210-4 | 204 | \$400.00 | \$23.53 | \$350.00 | Ex 9-17 |
| CBRE | 210-5 | 161 | \$400.00 | \$29.81 | | Aug-18 |
| Eriks Peterson | 210-6 | 191 | \$400.00 | \$25.13 | \$375.00 | Ex 11-17 |
| Diane Monaghan | 210-7 | 191 | \$350.00 | \$21.99 | \$350.00 | Ex 8-19 |
| Denise Gregory | 210-8 | 193 | \$400.00 | \$24.87 | \$0.00 | Ex 1-16 |
| Jeff Burns | 220 D | 177 | \$550.00 | \$37.29 | \$0.00 | mo-mo |
| Nancy Martin | 220 A | 150 | \$400.00 | \$32.00 | \$400.00 | Aug-18 |
| Lisa Douglas | 220 B | 147 | \$500.00 | \$40.82 | \$500.00 | Ex 3-18 |
| BREWER LAW | 230 | 570 | \$1,070.80 | \$22.54 | \$650.00 | Ex 6-17 |
| Rick Orwig | 240 | 213 | \$375.00 | \$21.13 | | Ex 4-16 |
| Breck Physical Therapy | 250 | 1,833 | \$2,600.00 | \$17.02 | \$1,700.00 | Ex 9-19 |
| Monica Mcelyea | 260 | 1,220 | \$1,850.00 | \$18.20 | \$1,500.00 | Ex 3-18 |
| Jackie Stoffel | GL2,A,B,C | 1,337 | \$1,300.00 | \$11.67 | \$1,700.00 | Mo-Mo |
| Facton Collective | GL1,A,C,D,E | 1,228 | \$1,500.00 | \$14.66 | \$1,100.00 | Ex 8-16 |
| Jackie Stoffel | GL3 | 200 | \$300.00 | \$18.00 | \$0.00 | Mo-Mo |
| Mike maxon | GL1-storage | | | | | |
| Jackie Stoffel | GL4 | 300 | \$150 | \$6.00 | \$400 | 19-Jan |
| Teri Garcia | GL5 | | \$600 | | \$600 | August, 2018 |
| BOTW | RETAIL | 5,131 | \$13,000.00 | \$30.40 | N/A | Ex 5-27 |
| Chris marchini | Apt-320 | 544 | \$1,100.00 | \$24.26 | \$1,000.00 | Ex 7-16 |
| Ohria sage | Apt-310 | 520 | \$1,100.00 | \$25.38 | \$1,000.00 | Mo-Mo |
| Alison Van Straten | Apt-330 | 544 | \$1,100.00 | \$24.26 | \$1,100.00 | Ex 4-16 |
| Kathy Christina | Apt-340 | 524 | \$1,100.00 | \$25.19 | \$1,000.00 | Ex 3-16 |
| Maleena Marchini | Apt-350 | 520 | \$1,100.00 | \$25.38 | N/A | Ex 5-16 |
| Jackie Stoffel | Apt-360 | 977 | \$900.00 | \$11.05 | \$1,550.00 | ex may, 2018 |
| | | 18,089 | \$34,745.80 | \$23.05 | | |

Sep-18

| Occupant | Suit # | Square feet | Rent | Security deposit | lease expiration |
|------------------------|-----------------|-------------|-------------|--------------------|------------------|
| Mark Provino | 100 | 534 | \$1,000.00 | \$22.47 \$1,000.00 | Ex 8-30-20 |
| Cindi Krane | 210-1 | 145 | \$400.00 | \$33.10 \$300.00 | Ex 11-16 |
| Erica Tobias | 210-2 | 161 | \$400.00 | \$29.81 \$375.00 | Ex 5-17 |
| LAND TRUST | 210-3 | 174 | \$400.00 | \$27.59 \$0.00 | Ex 12-16 |
| Hunter | 210-4 | 204 | \$400.00 | \$23.53 \$350.00 | Ex 9-17 |
| CBRE | 210-5 | 161 | \$420.00 | \$31.30 | Aug-18 |
| Eriks Peterson | 210-6 | 191 | \$400.00 | \$25.13 \$375.00 | Ex 11-17 |
| Diane Monagham | 210-7 | 191 | \$350.00 | \$21.99 \$350.00 | Ex 8-19 |
| Denise Gregory | 210-8 | 193 | \$400.00 | \$24.87 \$0.00 | Ex 1-16 |
| Jeff Burns | 220 D | 177 | \$550.00 | \$37.29 \$0.00 | mo-mo |
| Nancy Martin | 220 A | 150 | \$400.00 | \$32.00 \$400.00 | Aug-18 |
| Lisa Douglas | 220 B | 147 | \$500.00 | \$40.82 \$500.00 | Ex 3-18 |
| CC&B | 230 | 570 | \$1,200.00 | \$25.26 \$1,500.00 | Ex 1-31-2021 |
| Rick Orwig | 240 | 213 | \$375.00 | \$21.13 | Ex 4-16 |
| Breck Physical Therapy | 250 | 1,833 | \$2,700.00 | \$17.68 \$1,700.00 | Ex 9-19 |
| Monica Mcelyea | 260 | 1,220 | \$2,000.00 | \$19.67 \$1,500.00 | Ex 3-18 |
| Jackie Stoffel | GL2,A,B, C | 1,337 | \$1,300.00 | \$11.67 \$1,700.00 | Mo-Mo |
| Facton Collective | GL1,A,C, D,E | 1,228 | \$1,550.00 | \$15.15 \$1,100.00 | Ex 8-16 |
| Jackie Stoffel | GL3 | 200 | \$300.00 | \$18.00 \$0.00 | Mo-Mo |
| Mike maxon | GL1- storage | | | | |
| Jackie Stoffel | GL4 | 300 | \$400 | \$16.00 \$400 | 19-Jan |
| Teri Garcia | GL5 | | \$600 | \$600 | August, 2018 |
| BOTW | RETAIL | 5,131 | \$13,000.00 | \$30.40 N/A | Ex 5-27 |
| Chris marchini | Apt-320 | 544 | \$1,100.00 | \$24.26 \$1,000.00 | Ex 7-16 |
| Ohria sage | Apt-310 | 520 | \$1,100.00 | \$25.38 \$1,000.00 | Mo-Mo |
| Alison Van Straten | Apt-330 | 544 | \$1,100.00 | \$24.26 \$1,100.00 | Ex 4-16 |
| Kathy Christina | Apt-340 | 524 | \$1,100.00 | \$25.19 \$1,000.00 | Ex 3-16 |
| Maleena Marchini | Apt-350 | 520 | \$1,100.00 | \$25.38 N/A | Ex 5-16 |
| Jackie Stoffel | Apt-360 | 977 | \$900.00 | \$11.05 \$1,550.00 | ex may, 2018 |
| | | 18,089 | \$35,445.00 | \$23.51 | |

APPOINTMENT OF AGENT

February 8, 2019

Licht & Company, Inc. is authorized to represent NICHOLAS RAGGIO LLC & OLIVE GREEFF LLC in property tax valuation matters for tax years 2019 and 2020. Please contact Licht & Company regarding all property tax issues. The property is indicated below:

106 N. French Street
Summit County Schedule # R0302892

AGENT: Licht & Company, Inc.
9101 E. Kenyon Avenue, Suite 3900
Denver, CO 80237
Phone: (303) 575-9306
Fax: (303) 575-9307

X [Signature] 04/29/19
Signature Date
Name: Nicholas Raggio
Title: MANAGING MEMBER
Company: NICHOLAS RAGGIO LLC & OLIVE GREEFF LLC
Phone Number: 415-247-1711

State of CALIFORNIA
County of WAZIU

)
) ss.

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2019, by NICHOLAS RAGGIO.

WITNESS my hand and official seal

PLEASE SEE ACKNOWLEDGMENT
Notary Public

My commission expires: 11/3/2020

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

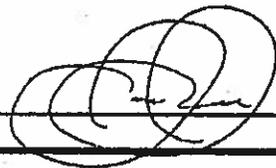
State of California
County of Marin

On 04/29/2019 before me, Mark Tremaine, Notary Public
(insert name and title of the officer)

personally appeared NICHOLAS RAGGIO
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



20AR-64

Sarah Wilkinson

From: Chris Barnes <chris@lichtco.com>
Sent: Wednesday, February 05, 2020 10:49 AM
To: AssessorExt
Subject: 2019 Abatement Petition for R0302892 (106 N. French Street)
Attachments: Abatement Petition R0302892.pdf

To Whom it may concern:

We have attached the abatement petition for R0302892—106 N. French Street. Please confirm receipt by simply replying you received the petition.

Please feel free to contact me with any questions.

Thanks,

Chris

Chris Barnes
Vice President
Licht & Company, Inc.
9101 E. Kenyon Avenue, Suite 3900
Denver, Colorado 80237
Phone: 303.575.9306
Fax: 303.575.9307

E-mail: chris@lichtco.com



Office of the Treasurer & Public Trustee
Ryne Scholl
Treasurer & Public Trustee

(970)453-3440
 fax (970)453-3536
 Post Office Box 289
 208 East Lincoln Avenue
 Breckenridge, CO 80424

ONLINE NOTICE
2019 SUMMIT COUNTY PROPERTY TAX NOTICE

| Property Owner of Record: |
|---------------------------|
| Olive Greeff LLC |
| Nicholas Raggio LLC |
| 276 Cascade Dr |
| Mill Valley, CA 94941 |

| Legal Description Of Property: |
|---|
| Lot 7,8,9,10,11,12,13,14 Block 3 Abbetts Addition Sub |
| Property Schedule: 302892 |
| Tax Area: 3 |
| Property Type: Mixed Use |
| Taxable Value: \$4,706,359 |
| Assessed Value: \$1,131,744 |

| Tax Entity | Mills (\$/Thousand) | Tax |
|------------------------------|---------------------|--------------------|
| CMC | 4.0130 | \$4,541.69 |
| COLO RIV | 0.2350 | \$265.96 |
| MPCD | 0.0000 | \$0.00 |
| MID PARK | 0.0480 | \$54.32 |
| RWBFPD | 9.0530 | \$10,245.68 |
| SUMMIT | 19.2800 | \$21,820.02 |
| SCHOOL | 19.0920 | \$21,607.26 |
| BRECK | 5.0700 | \$5,737.94 |
| UBSD | 0.0000 | \$0.00 |
| Tax Totals | 56.7910 | \$64,272.87 |
| (* Reflect Temporary Credit) | Total Due: | \$64,272.87 |

School District RE-1 General Fund is 13.8670 dollars per thousand. Without State aid it would have been 14.1930

Please retain the top portion and return the appropriate stub with your payment to the Treasurer's office.
PLEASE MAKE CHECKS PAYABLE TO 'Summit County Treasurer' & indicate the Property Schedule Number on all correspondence and checks.

| Summit County 2019 FULL PAYMENT Due Last Day of April 2020 | Summit County 2019 SECOND HALF PAYMENT Due By June 15th 2020 | Summit County 2019 FIRST HALF PAYMENT Due Last Day of February 2020 |
|--|---|---|
| Property Schedule: 302892 Owner: Olive Greeff LLC | Property Schedule: 302892 Owner: Olive Greeff LLC | Property Schedule: 302892 Owner: Olive Greeff LLC |
| ONLINE NOTICE | ONLINE NOTICE | ONLINE NOTICE |
| Tax \$64,272.87 | Tax | Tax |
| Penalty \$0.00 | Penalty | Penalty |
| Interest \$0.00 | Interest | Interest |
| Other \$0.00 | Other | Other |
| Total \$64,272.87 | Total \$32,136.43 | Total \$32,136.44 |

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Section III:

Written Mutual Agreement of Assessor and Petitioner

The commissioners of Summit County authorize the assessor by Resolution #2019-09 to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of ten thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property. 39-1-113 (1.5) C.R.S.

The assessor and petitioner mutually agree the values and tax abatement/refund of:

See separate document attached to this petition for petitioner's agreement to Assessor Recommendation.

PLEASE NOTE: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

Section IV:

Decision of the County Commissioners
(Must be completed if Section III does not apply)

WHEREAS, The County Commissioners of Summit County, State of Colorado, at a duly and lawfully called regular meeting held on ____ / ____ / ____ at which meeting there were present the following members: Karn Stiegelmeier, Chair; Thomas C. Davidson, Commissioner; Elisabeth Lawrence, Commissioner with notice of such meeting and an opportunity to be present having been given to the taxpayer and the Assessor of said County and said Assessor Frank Celico or his representative (**being present/not present**) and taxpayer Olive Greeff LLC (**being present/not present**); and WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board (**agrees/does not agree**) with the recommendation of the assessor and the petition be (**approved/approved in part/denied**) with an abatement/refund as follows:

| | Actual | <u>Tax Year 2019</u> Assessed | Tax | Actual | <u>Tax Year</u> Assessed | Tax |
|---------------------|------------------|----------------------------------|--------------------|--------|-----------------------------|-----|
| Original | \$4,706,359 | \$1,131,744 | \$64,272.87 | | | |
| Correction | \$3,863,935 | \$887,441 | \$50,398.67 | | | |
| Abate/Refund | \$842,424 | \$244,303 | \$13,874.20 | | | |

Chairperson of Board of County Commissioners

I, April Paige, Deputy Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County
this ____ day of _____, _____.

By: _____
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

Section V:

Action of the Property Tax Administrator
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to the within petition, is hereby:

Approved Approved in part \$ Denied for the following reason(s) _____

Secretary's Signature

Property Tax Administrator's Signature

Date



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Cures n' Curiosities Inc.
Establishment Name (DBA): Rockin' R Ranch
Physical Address: 91 River Run Road Keystone, CO 80435
Mailing Address: P.O. Box 6536 Dillon, CO 80435
Licensee Name/Representative/Agent: Belinda Hopp
Date of Application: August 19, 2020
Type of License: Liquor Store
Registered Manager: Don McCoy

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, September 8, 2020

Submit to Local Licensing Authority

| Fees Due | | |
|--|-----------------------|----|
| Renewal Fee | | |
| Storage Permit | \$100 X _____ | \$ |
| Sidewalk Service Area | \$75.00 | \$ |
| Additional Optional Premise Hotel & Restaurant | \$100 X _____ | \$ |
| Related Facility - Campus Liquor Complex | \$160.00 per facility | \$ |
| Amount Due/Paid | | \$ |

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

| | | | | |
|---|-------------------------------------|--|-----------------------------------|-------------------------------------|
| Licensee Name <i>Cures 'N' Curiosities</i> | | Doing Business As Name (DBA) <i>Rockin' R Ranch</i> | | |
| Liquor License # <i>5155770011</i> | License Type <i>Liquor Store</i> | Sales Tax License # <i>5155770011</i> | Expiration Date <i>11/3/20</i> | Due Date <i>9/19/20</i> |
| Business Address <i>91 River Run Road Keystone, CO 80435</i> | | | | Phone Number <i>970-468-2220</i> |
| Mailing Address <i>PO Box 6536 Dillon, CO 80435</i> | | Email <i>bookkeeper@curescolorado.com</i> | | |
| Operating Manager <i>Don McCoy</i> | | | | |
| 1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>10/31/2025</i> | | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

| | |
|---|-------------------------------|
| Type or Print Name of Applicant/Authorized Agent of Business <i>Belinda Hopp</i> | Title <i>Administrator</i> |
| Signature <i>Belinda Hopp</i> | Date <i>8/14/20</i> |

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

| | | |
|-------------------------------|-------|--------|
| Local Licensing Authority For | Date | |
| Signature | Title | Attest |

Tax Check Authorization, Waiver, and Request to Release Information

I, Belinda Hopp am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Rockin R Ranch (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

| | | | |
|--|--|---|-------------------------------|
| Name (Individual/Business) <u>Rockin R Ranch</u> | | Social Security Number/Tax Identification Number <u>84-0723431</u> | |
| Address <u>PO Box 6536</u> | | | |
| City <u>Dillon</u> | | State <u>CO</u> | Zip <u>80435</u> |
| Home Phone Number <u>970-668-2220</u> | | Business/Work Phone Number | |
| Printed name of person signing on behalf of the Applicant/Licensee <u>Belinda Hopp</u> | | | |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Belinda Hopp</u> | | | Date signed <u>8/14/20</u> |

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF
Jaime FitzSimons

UNDERSHERIFF

DIVISION COMMANDERS

Commander Peter Haynes – Operations
Commander David Bertling – Detentions
Director Lesley Hall- Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos
Teri Furl
Erin Opsahl

CIVIL

Kenneth Wu

RECORDS

Mary White
Cassie Klausner

PATROL SUPERVISORS

Lieutenant Tom Whelan
Sr. Sgt. Dave Martinez
Sgt. Mark Gafari
Sgt. Jake Straw

JAIL SUPERVISORS

Lieutenant Cynthia Gilbert
Lieutenant Sylvia Simms
Sr. Sgt. Ron Hochmuth
Sgt. John Velasquez
Sgt. Dustin Roth
Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

ANIMAL CONTROL and SHELTER

Meg Leroux
Jesslyn Swirka

*‘Professionally
Serving Our
Community Since
1861’*

DATE: August 21, 2020
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff’s Office has completed a background check on:

Applicant: Cures n’ Curiosities Inc.
DBA: Rockin’ R Ranch
License Type: Liquor Store
91 River Run Road
Keystone, CO 80435

We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

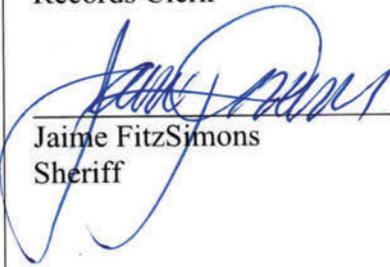
No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern



Cassie Klausner
Records Clerk



Jaime FitzSimons
Sheriff



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Keystone Food & Beverage Co.
Establishment Name (DBA): Mountain House Lodge
Physical Address: 1202 Summit County Road 8 Keystone, CO 80435
Mailing Address: P.O. Box 38 K57 Keystone, CO 80435
Licensee Name/Representative/Agent: Jody Churich
Date of Application: August 20, 2020
Type of License: Hotel & Restaurant w/ Optional Premises
Registered Manager: Changing to Matthew Neubauer (item on today's Consent Agenda)

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached letter, no concerns.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, September 8, 2020

Submit to Local Licensing Authority

| Fees Due | |
|---|------------------|
| Renewal Fee | \$500.00 |
| Storage Permit \$100 X _____ | \$ 0.00 |
| Sidewalk Service Area \$75.00 | \$ 0.00 |
| Additional Optional Premise Hotel & Restaurant \$100 X <u>4</u> | \$ 400.00 |
| Related Facility - Campus Liquor Complex \$160.00 per facility | \$ 0.00 |
| Amount Due/Paid | \$ 900.00 |

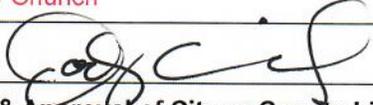
Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

| | | | | |
|---|---|---|--|-------------------------------------|
| Licensee Name KEYSTONE FOOD & BEVERAGE CO | | Doing Business As Name (DBA) Mountain House Lodge | | |
| Liquor License # 05-13221-0012 | License Type Hotel & Restaurant | Sales Tax License # 05132210012 | Expiration Date 11/02/2020 | Due Date |
| Business Address 1202 SUMMIT CR 8, KEYSTONE, CO 80435-8475 | | | | Phone Number 970-496-4190 |
| Mailing Address PO BOX 38, K-57, KEYSTONE, CO 80435 | | | Email kenorman@vailresorts.com | |
| Operating Manager Matthew Neubauer | | | | |
| 1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease Leased, auto renew | | | | |
| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | |
| 5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| 7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | |

| | | |
|---|-------|------------------|
| Affirmation & Consent | | |
| I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. | | |
| Type or Print Name of Applicant/Authorized Agent of Business Jody Church | | Title VP & GM |
| Signature  | | Date 8-15-20 |
| Report & Approval of City or County Licensing Authority | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved. | | |
| Local Licensing Authority For | | Date |
| Signature | Title | Attest |

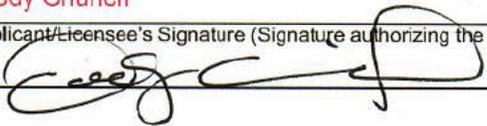
Tax Check Authorization, Waiver, and Request to Release Information

I, Jody Church am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Keystone Food and Beverage Company, DBA Mountain House Lodge (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

| | | | |
|--|--|--|-------------------------------|
| Name (Individual/Business) <u>Keystone Food and Beverage Company, DBA Mountain House Lodge</u> | | Social Security Number/Tax Identification Number [REDACTED] | |
| Address <u>1202 SUMMIT CR 8, KEYSTONE, CO 80435-8475</u> | | | |
| City <u>Keystone</u> | | State <u>Colorado</u> | Zip <u>80435</u> |
| Home Phone Number [REDACTED] | | Business/Work Phone Number <u>970-496-4333</u> | |
| Printed name of person signing on behalf of the Applicant/Licensee <u>Jody Church</u> | | | |
| Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)  | | | Date signed <u>8.15.20</u> |

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF
Jaime FitzSimons

UNDERSHERIFF

DIVISION COMMANDERS

Commander Peter Haynes – Operations
Commander David Bertling – Detentions
Director Lesley Hall- Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos
Teri Furl
Erin Opsahl

CIVIL

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Sgt. Dustin Roth
Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

ANIMAL CONTROL and SHELTER

Meg Leroux
Jesslyn Swirka

*‘Professionally
Serving Our
Community Since
1861’*

DATE: September 1, 2020
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff’s Office has completed a background check on:

Applicant: Keystone Food & Beverage Co.
DBA: Mountain House Lodge
License Type: Hotel & Restaurant w/ Optimal Premises
1202 Summit County Road 8
Keystone, CO 80435
New Manager: Matthew Neubauer [REDACTED]

We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

Cassie Klausner
Records Clerk

Jaime FitzSimons
Sheriff



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - MODIFICATION

Licensee Organization: Keystone Food & Beverage Co.
Establishment Name (DBA): Mountain House
Physical Address: 1202 Summit County Road 8 Keystone, CO 80435
Mailing Address: P.O. Box 38 K57 Keystone, CO 80435
Licensee Name/Representative/Agent: Jody Churich
Date of Application: August 20, 2020
Type of License: Hotel & Restaurant w/ Optional Premises
Type of Modification Sought: Manager Registration
Current Registered Manager: Amy Geppi
New Registered Manager: Matthew Newbauer

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

No concerns – letter enclosed.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, September 8, 2020

Permit Application and Report of Changes

Current License Number 05-13221-0012

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ 75.00

| | | |
|--|---------------------------------------|------------------------|
| 1. Applicant is a | | Present License Number |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company | | 05-13221-0012 |
| 2. Name of Licensee Keystone Food and Beverage Company | 3. Trade Name Mountain House Lodge | |
| 4. Location Address 1202 Summit CR 8 | | |
| City Keystone | County Summit | ZIP 80435 |

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

| Section A – Manager reg/change | Section C |
|---|---|
| • License Account No. <u>05-13221-0012</u> <input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE | <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ |
| Section B – Duplicate License | <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____ <input type="checkbox"/> Tavern Conversion No Fee |
| • Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00 | |

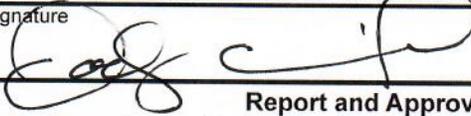
Do Not Write in This Space – For Department of Revenue Use Only

| | | |
|---------------------|------------------------|--------|
| Date License Issued | License Account Number | Period |
| | | |

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

| | | |
|-------------------------|----|-----|
| TOTAL AMOUNT DUE | \$ | .00 |
|-------------------------|----|-----|

| | |
|---|---|
| Change of Manager | <p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name <u>Amy K. Geppi</u> New manager's name <u>Matthew Neubauer</u></p> <p>(b) Date of Employment <u>Nov 2008</u> Has manager ever managed a liquor licensed establishment?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, give name and location of establishment _____</p> |
| Modify Premises or Addition of Optional Premises or Related Facility | <p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed _____ _____</p> <p>(b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> |
| Tavern Conversion | <p>10. Tavern Conversion</p> <p><i>(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.)</i> Please pick one of the following choices:</p> <p>(a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> |

| | | |
|---|------------------|---------------------------------|
| Oath of Applicant | | |
| I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge | | |
| Signature  | Title VP & GM | Date 8.15.20 |
| Report and Approval of LOCAL Licensing Authority (CITY / COUNTY) | | |
| The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved. | | |
| Local Licensing Authority (City or County) | | Date filed with Local Authority |
| Signature | Title | Date |
| Report of STATE Licensing Authority | | |
| The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended. | | |
| Signature | Title | Date |

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business

Keystone Food & Beverage Company - Mountain House Loc

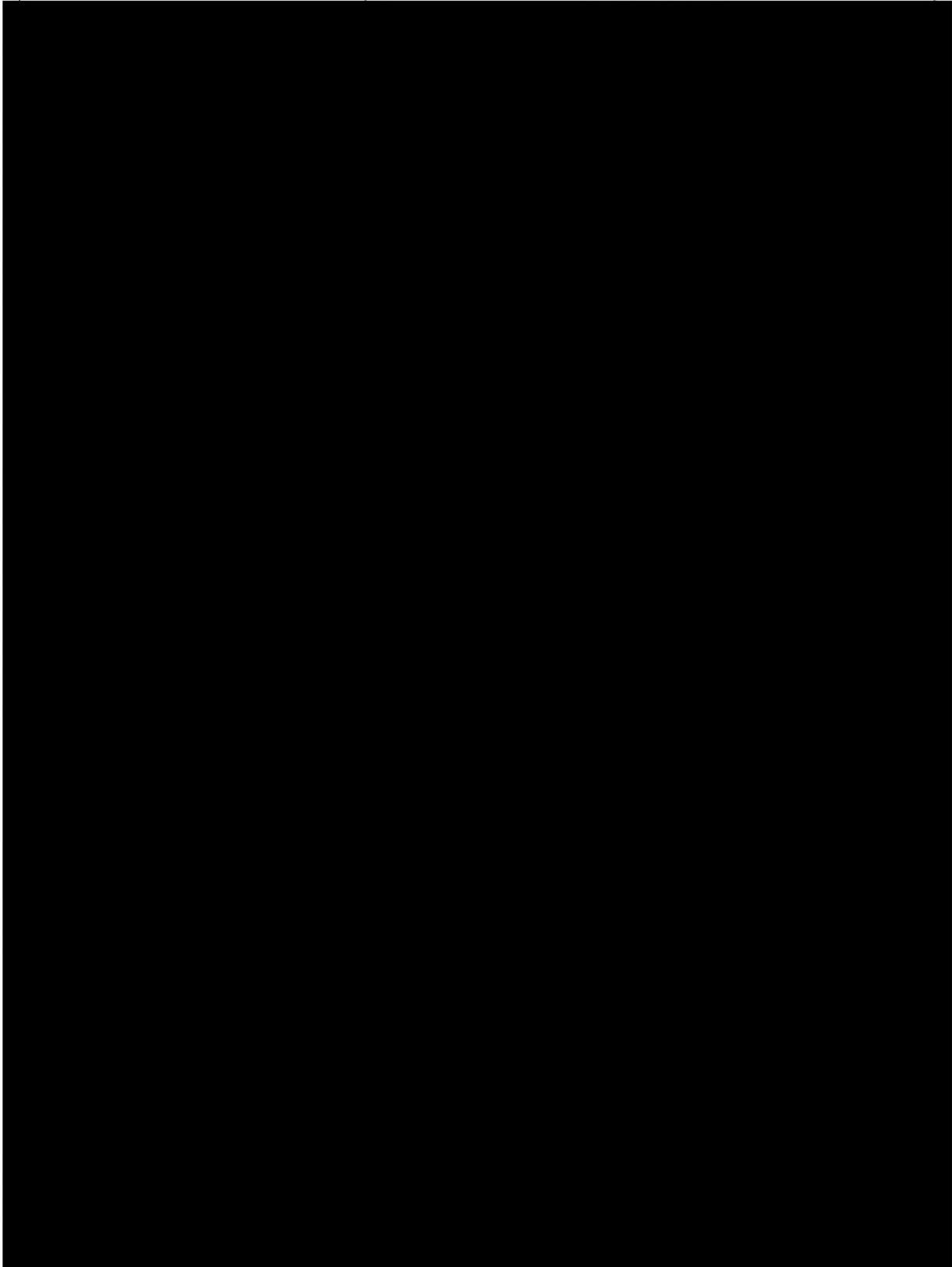
2. Your Full Name (last, first, middle)

Neubauer, Matthew

MANAGER REGISTRATION INFORMATION

Name

Matthew Neubauer



AFFIDAVIT REGARDING SOURCE OF FUNDS

I Matthew Neubauer, HEREBY CERTIFY THAT I HAVE INVESTED [REDACTED] IN THE BUSINESS OF Keystone Food and Beverage Company dba Mountain House Lodge SOURCE OF MY INVESTMENT IS FROM N/A.

(attach a copy of any notes, loans, bank statements or personal documents to document and verify the above information.)

Signature: Matthew Neubauer
Date: 8/24/2020

State of Colorado)
County of Summit)

Subscribed and sworn to before me this 24 day of August, 2020.
My commission expires: 9-25-2023

Melissa Mailloux
Notary Public





Clerk & Recorder

Kathleen Neel, Clerk & Recorder
LIQUOR LICENSING

208 East Lincoln Ave. | PO Box 1538
Breckenridge, CO 80424

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for a Liquor License in Summit County, Colorado, I am required to furnish information regarding my background and general character. In this regard, I hereby authorize the Summit County Colorado Board of County Commissioners or their representatives to make appropriate inquiries of the Summit County Sheriff's Office, pursuant to C.R.S. 12-47-137(2)(a) regarding my "good moral character" and specifically, my criminal justice history (if any) in their records. I also authorize the Sheriff's Office to release to the County representative any and all information that they may have concerning me, including information of a confidential or privileged nature, in connection with my liquor license application. I hereby release Summit County, its officers and employees from any liability or damage which may result from obtaining and/or furnishing this information in connection with my liquor license application. I declare, under penalty of perjury in the second degree, that the attached Liquor License application and all attachments are true, correct, and complete to the best of my knowledge.

Applicant Signature

Matthew Neubauer

Applicant Printed Name

8/24/2020

Date

**AFFIDAVIT OF DUTIES, LIMITATIONS AND COMPENSATION
OF REGISTERED MANAGER**

1. I, Jody Church, am VP & GM of Keystone Resort of Keystone Food and Beverage Company, a Colorado corporation.
2. I do hereby state that Matthew Neubauer is a Senior Manager of Keystone Mountain Dining, encompassing Mountain House Lodge, an establishment which operates under a Hotel and Restaurant Liquor License held by Keystone Food and Beverage Company.
3. As Manager, he is responsible for the proper operation of such establishment, which duties include but are not limited to overseeing:

Compliance with applicable laws, rules and regulations, including Colorado liquor laws; hiring and terminating personnel, including food and beverage staff; conducting personnel training, including training of food and beverage staff; controlling inventory, including food and beverage inventory; receiving revenues, including food and beverage revenues; and maintaining effective service levels.
4. As Manager, he is limited in his ability to bind the corporation to certain legal obligations.
5. As Manager, his compensation package includes a base salary in the amount of [REDACTED] per year.

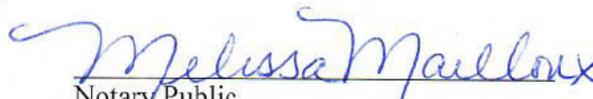
Vail Food Services, Inc.

By: 
Jody Church
VP & GM – Keystone Resort

State of Colorado)
County of Summit) ss

Subscribed and sworn to before me this 15 day of August, 2020, by Jody Church, VP & GM of Keystone Resort of Keystone Food and Beverage Company.

My commission expires: 9-25-2023


Notary Public





Biometric Identification and Records Unit
690 Kipling Street, Suite 4000
Lakewood, CO 80215

DATE 08/25/2020

SUMMIT COUNTY CLERK & RECORDER
208 E LINCOLN AVE PO BOX 1538
BRECKENRIDGE, CO 80424

RE: NEUBAUER, MATTHEW [REDACTED]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records (except those allowed per state statute 24-72-703), and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
John Camper, Director
Colorado Bureau of Investigation





OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF
Jaime FitzSimons

UNDERSHERIFF

DIVISION COMMANDERS

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Commander David Bertling – Detentions
Director Lesley Hall- Animal Control & Shelter

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ANIMAL CONTROL and SHELTER

Meg Leroux
Jesslyn Swirka

*‘Professionally
Serving Our
Community Since
1861’*

DATE: September 1, 2020
TO: Office of the Clerk & Recorder
RE: Establishment Application for Liquor License

The Summit County Sheriff’s Office has completed a background check on:

Applicant: Keystone Food & Beverage Co.
DBA: Mountain House Lodge
License Type: Hotel & Restaurant w/ Optimal Premises
1202 Summit County Road 8
Keystone, CO 80435
New Manager: Matthew Neubauer [REDACTED]

We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

Cassie Klausner
Records Clerk

Jaime FitzSimons
Sheriff

**BOARD OF COUNTY COMMISSIONERS
SEPTEMBER 8, 2020
SUPPLEMENTAL STAFF REPORT FOR PLN 19-125
MELODY LODGE CABINS M INOR PUD AMENDMENT**

PROJECT INFORMATION:

Location: The Melody Lodge Cabins Planned Unit Development is located at 33 CR 1602 or, more generally, on the southwest side of Green Mountain Reservoir near the intersection of Heeney Road and State Highway 9 in the Lower Blue River Basin.

Project/Request: A Minor Amendment to the Melody Lodge Cabins PUD to remove the length of occupancy restrictions on Cabins 1 & 2 and replace the occupancy restriction with a restrictive housing covenant to provide affordably priced housing for low-to-moderate-income persons on a permanent basis.

REQUEST FOR SUPPLEMENTAL INFORMATION:

On August 25, 2020, the BOCC considered the application for a minor PUD amendment to the Melody Lodge Cabins PUD and continued the public hearing to September 8, 2020. During the hearing, the BOCC requested that the applicant and staff provide additional information on the topics noted below. Staff has worked with the applicant and done additional research to obtain this information for consideration by the BOCC.

The BOCC requested additional analysis related to the location of the proposed workforce housing, specifically any location criteria that might apply and information on policy discussions related to workforce housing in this area. In addition, staff has addressed other commission questions related to master plan compliance, AMI limits in the covenant and their relationship to the PUD.

In September 2008, in response to an undersupply of affordable housing, the BOCC determined that it was a priority for each basin planning commission to update their respective master plan in an attempt to identify properties in the unincorporated County suitable for affordable workforce housing. This resulted in the adoption of the Lower Blue Master Plan in March of 2010. The new Plan provided an overview of the existing inventory of affordable housing units and made location and policy recommendations for the development of new affordable workforce housing. The potential properties identified include the Ballfields and Split Creek areas south of I-70 near base of the Dillon Reservoir dam, Smith Ranch that was later annexed into the Town of Silverthorne, and in the Wilderrest area through subdivision, redevelopment and infill projects. In determining whether a property may be appropriate for affordable workforce housing, the Plan outlines policy considerations that may include, but not limited to existing use, proximity to employment centers, availability of infrastructure, adequate access, access to mass transit, neighborhood compatibility, development constraints, and ability to create a quality community at the site.

At the time the Plan was adopted, no specific sites were identified south of the Smith Ranch property in central Silverthorne and the others were clustered near Wilderrest. This fact did not preclude sites in the developed area around Heeney. The Plan deferred affordable workforce housing decisions to the Heeney/Green Mountain Reservoir Subbasin Plan, which is contained within the Lower Blue Master Plan. In this plan, even though no specific policies or locations have been identified or mapped, it determined that there could be properties not identified that exhibit characteristics that would make them good sites for affordable workforce housing. If a property were presented for consideration, the property's suitability would be determined by the appropriate review authority on a case-by-case basis.

In making the recommendation of approval to the BOCC, staff considered the existing Lower Blue Master Plan and the Heeney/Green Mountain Reservoir Subbasin Plan outlined in the staff report, as well as the more recent Final Report - Summit County Housing Needs Update of March 2020. The Final Report indicates that although the Lower Blue is currently a “net supplier” of housing for other areas, it is projected that Lower Blue will have a “net gap” of 290 units by 2023 and will no longer supply units to other areas. The Final Report indicates that Grand County, our neighbor to the north, currently has a surplus of available housing and likely contributes to a large portion of the 63% of the workforce that commutes into the County. It would follow that in-commuters would provide demand for affordable workforce housing in the northern portions of the Lower Blue, thus reducing the need to commute further from Grand County for work in Summit County. Additionally, the location of the cabins south of Heeney proper and close to State Highway 9, reduces the commute time. Overall, an owner of a Melody Lodge unit would expect a 15-20 minute average commute from the unit to the I-70/Highway 9 interchange. This drive time is similar to a commuter traveling between other basins.

In March of 2007, the applicant entered into a Residential Housing Restrictive Covenant and Notice of Lien for Cabin #4, Melody Lodge Cabins PUD. This covenant was recorded at Reception Number 849578 on March 13, 2007. Cabin #4 is an owner-occupied affordable workforce unit and monitored in compliance with the County’s affordable housing programs. Cabin #4 is directly adjacent to Cabins # 1 and 2, and the addition of affordable units in the area promotes an affordable workforce housing community in the historically underserved portions of the northern Lower Blue Basin.

Staff has recently visited the site to assess the condition of the building and duplex units, which were built in 2000. After reviewing the MLS listings and site visit, the condition of the building appeared adequate. Specifically, the interior appears serviceable and similar to other recent affordable housing stock. However, some areas of snow damage to the exterior siding appear to need repair and maintenance. Staff would recommend that the seller engage a property inspection company to further assess the site prior to approval of the qualified buyer as determined by the Summit County Housing Authority.

Staff has clarified the AMI qualifications limits within the covenant to ensure sale to a qualified buyer. The applicant has agreed to offer the units at no more than 80 percent of AMI as well as sell them for no more than 80 percent AMI. The homes will be available to those making up to 100% of AMI. This is in-line with local market conditions in the area and the actual sales price will likely be even less than the 80 percent AMI threshold. References to the AMI restrictions are limited to the covenant and are not included in the PUD as the covenant is the governing document used by the housing department for compliance purposes, as well as the appropriate legal document to accomplish the stated goals. Staff believes the 80 percent AMI sales price and limitation on appreciation will be attractive to those individuals who meet the criteria and perhaps desire to live outside of the more urbanized areas in the county. The housing market in Summit County is continuing to outpace expectations, and the market for lower priced units continues to be extremely tight.

In addition to the information provided to the BOCC above, staff did an exhaustive search of previous land use cases related to the Melody Lodge Cabins PUD and found that there has been no recent case since 2007. Staff therefore believes that the discussion of the Melody Lodge Cabins and affordable workforce housing referenced by the commissioners may in fact have been generated by more generalized conversations related to comprehensive planning and/or workforce housing policy discussion. In any case, staff does believe that, based upon

the aforementioned considerations and existing conditions, this is an appropriate location of affordable workforce housing today.

**BOARD OF COUNTY COMMISSIONERS
AUGUST 25, 2020
PLANNING CASE #PLN19-125: MELODY LODGE CABINS PUD
MINOR PUD AMENDMENT
PUBLIC HEARING**

PROJECT INFORMATION:

Location: The Melody Lodge Cabins Planned Unit Development is located at 33 CR 1602 or, more generally, on the southwest side of Green Mountain Reservoir near the intersection of Heeney Road and State Highway 9 in the Lower Blue River Basin.

Project/Request: A Minor Amendment to the Melody Lodge Cabins PUD to remove the length of occupancy restrictions on Cabins 1 & 2 and replace the occupancy restriction with a restrictive housing covenant to provide affordably priced housing for low to moderate-income persons on a permanent basis.

ISSUES:

None

PLANNING COMMISSION RECOMMENDATION:

The Lower Blue Planning Commission does not review minor PUD amendments.

RESOLUTION STATUS

Resolution to be drafted subsequent to BOCC decision.

STAFF RECOMMENDATION:

Approval with seven findings and one condition.

ATTACHMENTS:

1. Draft Melody Lodge Cabins PUD and Existing Exhibits
2. New Restrictive Housing Covenant and Notice of Lien and Exhibits

STAFF REPORT

TO: Board of County Commissioners
FROM: Dan Osborn, Senior Planner
FOR: Meeting of August 25, 2020
SUBJECT: PLN19-125 - Melody Lodge Cabins PUD - Minor PUD Amendment
APPLICANT: Dale and Debra Mitchener

REQUEST: A Minor Amendment to the to the Melody Lodge Cabins PUD to remove the length of occupancy restrictions for Cabins # 1 and # 2 in favor of a restrictive covenant providing affordably priced housing for low to moderate-income person on a permanent basis.

PROJECT DESCRIPTION:

Location: The Melody Lodge Cabins Planned Unit Development is located at 33 CR 1602 or, more generally, on the southwest side of Green Mountain Reservoir near the intersection of Heeney Road and State Highway 9 in the Lower Blue River Basin.

Legal Description: Part of Lot 2 of Section 33 and part of Lot 5 of Section 34, Twp 2 S, R. 79 W. of the 6th P.M., more particularly described as follows:

Beginning at a point on the section line common to said Sections 33 and 34, at the Southeast corner of Lot 2 of said Section 33, which is also the Southwest corner of Lot 5 of said Section 34; thence, with the South line of said Lot 2 North 89° 53' West, 300.0 feet; thence due North 681.02 feet; thence South 47° 26' East, 407.34 feet to a point on said section line; thence continuing South 47° 26' East, 192.9 feet; thence South 63° 41' East 226.0 feet; thence South 49° 29' East 269.0 feet to the South line of said Lot 5; thence with said South line, North 89° 47' West, 548.3 feet to the point of beginning and containing 5.79 acres, more or less, together with improvements thereon.

Existing Zoning: Melody Lodge Cabins PUD
Existing Uses: The property contains a fee-simple market-rate lodge building, a series of small fee-simple market-rate cabins and a deed-restricted affordable rental unit in addition to various outbuildings.

Adjacent land uses:
East: USFS, Davis Springs Campground
West: Agricultural, zoned A-1
North: USFS, Davis Springs Campground
South: Agricultural, zoned A-1.

BACKGROUND:

The applicant and owner, Melody Lodge, Inc., have submitted this request for a Minor PUD Amendment to modify the current length of stay occupancy restrictions on vacation Cabin #1 and Cabin #2 described in the approved PUD and corresponding "Restrictive Covenant for the Sale and Use of Vacation Cabin Units". Cabins # 1 & 2 are a connected duplex and have been previously subdivided. The duplex cabins are subject to restrictions that limit their occupancy to six (6) consecutive months and eight (8) cumulative months in any calendar year. Melody Lodge, Inc., has owned the duplex since the original PUD was approved in 2006 (PLN06-023). During this time, the owner has been unable to sell the properties, consistently receiving feedback from buyers that the occupancy restrictions are unappealing. In addition, the operations of Melody Lodge have slowed and it no longer operates as a seasonal resort, primarily from lack of demand and changing consumer preferences. Therefore, in combination with the existing occupancy limitations and declining seasonal demand, the owners indicate they are struggling to realize a financial benefit from the duplex and are unable to sell them out-right as market-rate units. For this reason, they are requesting that the BOCC approve the removal of the occupancy limitations in exchange for converting the restrictive covenant to an affordable housing restriction acceptable to the Summit County Housing department and Summit County Housing Authority. The application has been reviewed by both the Housing department and the Summit County Housing Authority, which have both determined that the intent of the PUD amendment as well as deed restriction comply with the recently adopted Summit County Affordable Workforce Housing Deed Restriction Guidelines. As discussed more fully below, because the request complies with these regulations and the County Land Use and Development Code regarding transferable development rights, the request is exempt from the requirement to bring additional density to the project. Staff has included a condition of approval requiring the applicant to record the amended PUD concurrently with the deed restriction.

While staff is generally supportive of the request to add an affordable workforce housing restriction, this property has had a complex land-use history for which staff provides the following timeline for the Boards consideration.

In 1957, a parcel split was approved creating a 5.79-acre parcel where the existing Melody Lodge Cabins are located. The parcel when originally approved was bisected by the old Highway 9 right-of-way (now Heeney Road); however, the subject site is considered one parcel. The original Melody Lodge cabins were located on the eastern portion of the subject site and constructed in the late 1930's. In the late 1990's, additional cabins were approved for the western portion of the property (PLN97-02 and PLN98-207). These cabins have been constructed, two of which, cabins #1 and #2, are the subject of this request.

The prior owners of the property applied for a minimum lot size variance in 1984 to allow for an expansion of the long-standing resort/dude ranch use on the property. On March 8, 1984, the Board of Adjustment received a letter from the Planning Department staff explaining the reason that the minimum lot size variance request by the owners of Melody Lodge was pursued rather than a rezoning request before the Planning Commission. The letter in essence stated that the variance application was before the Board based on an interpretation by the Planning Director that the Melody Lodge fit the definition in the Summit County Development Code ("Code") of a **resort/dude ranch**. The definition of such a use at that time was:

"A facility for receiving guests which for remuneration provides lodging, food or cooking facilities and other services which may include but not be limited to the following: pack trips, horse riding, jeep trips, hiking, fishing, hunting, and other recreational activities."

The Planning Director thus reasoned that the variance request was the proper venue to

"legitimize" the existing facility given the current zoning on the site (A-1); that resort/dude ranch was a permitted use in the A-1 zoning district at that time; and that the only item that created the non-conforming status for the site was the minimum lot size of the A-1 zoning district of 20 acres.

The disposition of the property as a resort/dude ranch over the years is exhibited in the procedural history of the various Planning cases pertaining to the property, as follows:

PLN84-02 - On March 14, 1984, the Board of Adjustment approved a minimum lot size variance request by the owner of the property to allow a resort/dude ranch in the A-1 zoning district on a substandard lot (the zoning district requires a minimum lot size of 20 acres). In approving the minimum lot size variance request, the Board of Adjustment in their motion limited the allowed uses to the following:

- 4,800 sq. ft. main lodge with six lodging bedrooms, an owner's residence, a small retail space, and a bar/restaurant;
- 2 one-bedroom rental cabins;
- 2 two-bedroom rental cabins;
- 1 three-bedroom rental cabin; and
- a stable (limited to a maximum of eight horses).

With the exception of the stable, all of these uses, and any supporting/accessory structures, were to be located on the 1½ acre portion of the property on the east side of Heeney Road (CR 30) [as noted, Heeney Road still bisects the 5.79 acre parcel]. Under this proposal, it was anticipated that at full occupancy the Melody Lodge facility could accommodate 60 guests at the bar/restaurant, 30 overnight guests, an unspecified number of employees, and the owners.

PLN89-48 - On June 1, 1989, the Lower Blue Planning Commission heard a preliminary rezoning request to change the zoning from A-1 to PUD (Planned Unit Development) for the Melody Lodge facility. The request to rezone the property to PUD would allow for the same uses approved with the minimum lot size variance approval (see PLN#84-02 list of uses above). The preliminary rezoning request was never followed up as the applicant apparently was not the property owner at the time and the PUD rezoning never was completed.

December 5, 1996 Lower Blue Planning Commission Discussion Item - The Lower Blue Planning Commission, under Discussion Item, heard a presentation by Dale and Debra Mitchner about a potential rezoning request to allow four (4) new buildings (3 one-bedroom cabins and 1 two-bedroom duplex cabin (2 two-bedroom units within one structure) on the west side of Heeney Road (CR 30) in exchange for eliminating the bar/restaurant from the main lodge, not enlarging the existing main lodge or existing cabins, and not converting the existing garage into living quarters. The Lower Blue Planning Commission indicated at the meeting that, at that point in time, there was little support for expanding the total number of bedrooms available for lodging purposes or for any increase in the total number of guests. At that meeting, the Lower Blue Planning Commission did recommend that the Mitchners develop a proposal for a change in use of the property that would not increase the intensity over that which was then allowed under the minimum lot size variance approval. To change the allowed uses on the property the owners had two options, either (1) rezone the property or (2) amend the existing variance to allow the new uses. Both the Planning Director and the Lower Blue Planning Commission indicated that the most appropriate review process to address the Mitcheners' desire to expand the resort/dude ranch use would be to pursue an amendment to the existing variance. This determination was based upon the concern that a similar rezoning application would have had significant inconsistencies with the Lower Blue Master Plan, and no new commercial uses were

to be allowed in that portion of the Basin.

PLN97-02 - On April 6, 1997, the Board of Adjustment heard a request by the Mitchners to amend the 1984 minimum lot size variance to delete the allowed bar/restaurant use and permit the expansion of the facility to include four new lodging units (3 one-bedroom cabins not to exceed 700 square feet in size and one duplex cabin consisting of 2 two-bedroom units not to exceed 2,200 square feet in size). The request was continued to the May 21, 1997 Board of Adjustment meeting to allow the Lower Blue Planning Commission to review and provide comments about the proposal in regard to the long term lodging (proposed by the applicants) versus short term lodging (as required per the definition of resort/dude ranch in the County Development Code); on-site parking concerns; visual impact concerns; and recreational vehicle storage concerns. On April 21, 1997, the Lower Blue Planning Commission reviewed the request to amend the 1984 minimum lot size variance at the request of the Board of Adjustment and forwarded the following comments:

- Visual impacts - The Lower Blue Planning Commission felt that the trade-off of losing the bar/restaurant use would justify the expansion of the commercial lodging units on the west side of Heeney Road (CR 30) and that the potential visual impacts created by the increase in density could be mitigated by conditions through the Site Plan Review process;
- Long term versus short term lodging - per the discussion that occurred during the April 21st Planning Commission meeting, the consensus appeared to be that the Mitchners' proposed winter lodging would not exceed five (5) months and therefore the Lower Blue Planning Commission felt that the extended winter lodging proposed by the Mitchners was adequately covered in the Development Code's definition of short term rentals, which restricts the use of a rental unit on a continuing basis to less than six (6) months. By taking this approach, the Lower Blue Planning Commission wanted it clearly understood that the winter lodging would not be interpreted as allowing multi-family residential uses on the property in direct conflict with the Lower Blue Master Plan and establish a precedent for other properties in the area to request similar treatment;
- On-site parking - The Lower Blue Planning Commission recommended that the Board of Adjustment limit the number of on-site parking spaces on the west side of Heeney Road (CR30) to a maximum ratio of 1.5 spaces per lodging bedroom (allowing for a maximum of eleven (11) parking spaces on the west side of the property and limit the east side of the property to a maximum of the existing ten (10) spaces for a total on-site parking capacity of 21 spaces; and
- Recreational Vehicle (RV) storage -The Lower Blue Planning Commission recommended to the Board of Adjustment that the property owner's RVs, boats, utility trailers, etc., should comply with the Development Code Section 3815.05 et, seq. standards for RV storage. The parking of the guests' RVs, boats, utility trailers, etc. should be limited to a maximum of one (1) week (seven consecutive days). The storage of RVs, boats, utility trailers, etc., not owned by the Mitchners should be prohibited.

The Board of Adjustment approved the amendment to the 1984 minimum lot size variance including as conditions of approval the recommendations of the Lower Blue Planning Commission from their April 21, 1997 meeting and adding another condition requiring a

limitation on the number of horses permitted on-site to those of the property owner as per Development Code Section 3802, et. seq., due to the limited area available on-site and lack of access to adjoining areas of open space and/or public lands suitable for a commercial horse riding operation. The variance amendment allowed for a maximum of three (3) one- bedroom commercial lodging cabins not to exceed 700 square feet each; a new duplex (each half being a maximum of two-bedrooms) commercial lodging cabin not to exceed 2,200 square feet and elimination of the bar/restaurant allowed under the 1984 minimum lot size variance. The Board of Adjustment used the following findings in their decision to approve the variance request:

Due to the unique nature of this application to amend a grandfathered variance granted in 1984,

the question of whether or not the strict application of the County's Zoning Regulations would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the property owner in the development of the property because of special circumstances applicable to the property such as size, shape, topography or other extraordinary or exceptional physical conditions is not applicable in this case.

With compliance with the conditions set forth in this resolution the proposed amendment to the existing Melody Lodge variance granted in 1984 should pose no significant threat to the public health, safety, or welfare due to the fact that adequate access is available and an adequate water supply and sewage disposal will be provided.

The requested variance amendment is consistent with the purpose and intent of the County's Zoning Regulations due to the fact that additional lodging cabins not exceeding four in number and/or 4,300 sq. ft. of development will not be incompatible with the neighboring Forest Service or agricultural lands, represents a better designed, more efficient and economical use of land and its resources because it will redistribute the allowed uses on the property, minimize visual impacts along the CR #30 view corridor, and facilitate proper sewage disposal in an effort to protect the water quality of Green Mountain Reservoir.

While the 1984 approval probably constitutes a grant of special privilege under the County's current Land Use & Development Code, the proposed amendment does not increase the disparity between what is normally approved for property owners of such non-conforming parcels and as such is not inconsistent with the criteria established under Section 12505.04(A)(4) of the Summit County Land Use & Development Code.

The proposed amendment constitutes a more reasonable use of the property than does some of the uses currently allowed under the variance granted in 1984.

This parcel was created in 1957 and as such constitutes a legal parcel for the purposes of Section 12505.04(A)(6) of the Code.

PLN98-207 - On January 7, 1999, the Lower Blue Planning Commission approved a site plan review request by the Mitchners for Melody Lodge for the 3 one-bedroom cabins and 1 duplex cabin not to exceed a total of 3,556 square feet on the west side of the property that reflected the approved 1997 amendment to the 1984 minimum lot size variance (PLN#97-02).

PLN00-33 - on March 10, 2000, the Code Administrator approved a minor site plan review modification to PLN#98-207 to allow for 3 one-bedroom commercial lodging/short term rental cabins with dimensions of 24 feet by 24 feet and a 28 foot by 33 foot garage to be constructed beneath the approved duplex cabin located on the west side of Heeney Road (CR 30) subject to

the conditions of approval in PLN#98-207 and PLN#97-02 and three additional conditions:

- The garage cannot exceed 1,000 square feet and can only be used as a garage (cannot be converted into any other use, such as another living unit);
- A landscaping plan is required for review and approval by the Planning Department prior to issuance of a building permit for the commercial lodging cabins; and

PLN0-025 - On June 2, 2005, the Lower Blue Planning Commission approved a site plan review modification request by the Mitchners to remove certain landscaping requirements. The applicants requested that the Lower Blue Planning Commission exempt them from completion of the landscaping and irrigation plans approved as a part of the January 7, 1997 site plan review approval. The exemption was requested due to the associated costs, reduced construction impact to the existing native vegetation, and reduced water delivery from upstream users during a drought.

PLN05-103 - A Planning Commission and Board of County Commissioners work session application to consider rezoning the parcel from A-1 to PUD to allow for the potential conversion of existing short-term rental units and accessory commercial uses to 10 residential dwelling units and accessory commercial uses. On January 5, 2006, the Mitcheners presented plans to convert the existing cabins and rental unit located in the main lodge from a commercial short-term unit to a free-market for-sale residence along with the primary dwelling unit on the property. Staff recommended that the work session not be granted as it did not meet the criteria for a work session and the application was withdrawn.

PLN06-023 - On May 23, 2006, the Board of County Commissioners approved a request to rezone approximately 5.79 acres from A-1 (Agriculture) to PUD (Planned Unit Development) to allow for the conversion of the existing short-term commercial lodging cabins, associated main lodge building (consisting of both retail commercial use and a duplex living quarters), and accessory uses into eight (8) for-sale, fee-simple, market-rate units with deed-restricted occupancy limitations, two (2) deed-restricted affordable units, and related accessory uses.

PLN06-085 - On October 24, 2006, a Class 6 PUD modification request was approved to amend the continuous occupancy limitations for the fee-simple market-rate vacation cabins from “six (6) consecutive months or less and six (6) cumulative months in any calendar year” to “six (6) consecutive months or less”.

CRITERIA FOR DECISION

Section 12203.02 of the Summit County Land Use and Development Code (“Code”) states that the BOCC may approve a minor PUD modification zoning amendment, only if the application meets all relevant County regulations and standards and provided the BOCC makes the following findings:

- A. The proposed PUD modification is consistent with the efficient development and preservation of the entire PUD.
- B. The proposed PUD modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the PUD or the public interest.

- C. The proposed PUD modification is not granted solely to confer a special benefit upon any person.
- D. The proposed PUD modification is in general conformance with the goals, policies/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.
- E. The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations and Rezoning Policies.
- F. The proposed PUD modification is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.
- G. The proposed PUD modification amendment is not substantial and conforms to the intent and integrity of the original PUD and the PUD modification has been determined to be a minor amendment in accordance with Section 12202.04.

The Proposed PUD Modification is Consistent with the Efficient Development and Preservation of the Entire PUD

The minor PUD modification will not adversely alter the character of the Melody Lodge Cabins PUD nor will it impede efficient development. Since its original approval in 2006 (PLN06-023), the PUD has allowed a variety of lodge units as well as fee-simple, occupancy limited seasonal cabins. The conversion of two units, Cabin #1 and #2, to year-round restricted affordable housing are similar in nature and will provide needed housing in the Lower Blue basin.

The Proposed PUD Modification Does Not Affect, In a Substantially Adverse Manner, Either the Enjoyment of Land Abutting Upon or Across a Street from the PUD or the Public Interest

This minor PUD amendment will not affect the use of the lot or the adjacent lots in the area. The development within the Melody Lodge PUD is similar in nature and does not increase density. Because the proposed units meet the County's affordable housing guidelines and Code requirements found in Section 3809, they do not require TDR's or additional development rights.

The properties within the Melody Lodge Cabins PUD are further controlled by the Covenants, Conditions and Restrictions for the Melody Lodge Cabins (CC&R). This document provides for access, maintenance and other HOA responsibilities typically found within a PUD. County staff have reviewed these documents and found them to be acceptable.

The Proposed PUD Modification is not Granted Solely to Confer a Special Benefit Upon Any Person

The intent of the request is to facilitate the efficient development of this parcel and to provide additional affordable housing in the Lower Blue Basin. Therefore, this PUD modification intends to serve the larger Summit County community and will not solely benefit any one person.

The Proposed PUD Modification is in General Conformance with the Goals, Policies/Actions and Provisions of the Summit County Countywide Comprehensive Plan and any Applicable Basin Master Plans

Conformance with the Countywide Comprehensive Plan

Land Use Element:

- Goal C: Maintain the current level of density in Summit County.
- Goal D: Guide the appropriate development of land through the County's master plans and development regulations.

Conformance with the Lower Blue Master Plan and Heeney/Green Mountain Reservoir Subbasin Plan:

- Goal A: Allow for development in a manner that preserves the existing residential character, peace and quiet, and the rural and resort environment of the Heeney community and the area around the Green Mountain Reservoir.
- Policy/Action 10: No specific properties or site have been identified or mapped as potential locations for affordable workforce housing in the Heeney/Green Mountain Reservoir Subbasin Plan. However, there could be properties not identified that exhibit characteristics that would make them good sites for affordable workforce housing. If there is a situation when such a property in the subbasin plan area is proposed for affordable workforce housing, the property's suitability shall be determined by the appropriate review authority, in conjunctions with any proposed development application, on a case-by-case basis.

This minor PUD amendment does not alter the approved number of units and specifically preserves the existing residential character of the area and of the Melody Lodge Cabins PUD. Further, the PUD amendment is in accordance with the intent of the Melody Lodge Cabins PUD and maintains the character of the area. In reviewing the application, staff has considered the existing use, proximity to employment centers, access, and transportation in addition to the lack of affordable housing in the area and determined that the proposed amendment is in general conformance with the Goals, Policies/Actions and Provisions of the applicable Master Plans. The proposal will provide needed affordable housing to a historically underserved area of ranching and agricultural uses.

The Proposed PUD Modification is Consistent with the Purpose and Intent of the County's Zoning Regulations and Rezoning Policies

Upon original adoption and subsequent amendments, the Melody Lodge Cabins PUD has been found to comply with the intent of the County zoning regulations and rezoning policies, and this proposed PUD modification is not changing the intensity of use or the development plan of the PUD, so the proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations and rezoning policies.

The Proposed PUD Modification is Consistent with Public Health, Safety and Welfare, as Well as Efficiency and Economy in the Use of Land and its Resources

This PUD modification does not compromise any health or safety standards. This PUD modification will continue the efficient use of the subject parcel by allowing the applicant to develop the site in accordance with the Melody Lodge Cabins PUD and applicable Master Plan policies.

The Proposed PUD Modification Amendment is Not Substantial and Conforms to the Intent and Integrity of the Original PUD and the PUD Modification Has Been Determined to be a Minor Amendment in Accordance with Section 12202.04

This PUD modification is minor in nature, maintains the intent of the original Melody Lodge Cabins PUD, does not increase the number of units in the PUD, does not change the permitted uses of the PUD, or decrease the amount of open space within the PUD.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve PLN19-125, A Minor Amendment to the Melody Lodge Cabins PUD to remove the length of occupancy restrictions on Cabins 1 & 2 and replace the occupancy restriction with a restrictive housing covenant to provide affordably priced housing for low to moderate-income persons on a permanent basis, with seven findings and one condition.

FINDINGS:

1. The proposed PUD modification is consistent with the efficient development and preservation of the entire Melody Lodge Cabins PUD. The modification will comply with the standards as listed in the PUD.
2. The proposed PUD modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the Melody Lodge Cabins PUD or the public interest.
3. The proposed PUD modification is not granted solely to confer a special benefit upon any person.
4. The proposed PUD modification is in general conformance with the goals, policies/actions and provisions of the Land Use elements pertaining to density in the Summit County Countywide Comprehensive Plan, and the Lower Blue and Heeney Master Plans.
5. The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations and Rezoning Policies. This amendment does not allow for additional units within the PUD.
6. The proposed PUD modification is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.
7. The proposed PUD amendment is not substantial and conforms to the intent and integrity of the original Melody Lodge Cabins PUD and the PUD modification has been determined to be a minor amendment in accordance with Section 12202.04.

CONDITION:

1. The Melody Lodge Cabins PUD shall be recorded concurrently with the restrictive housing deed restriction.

Melody Lodge Cabins Planned Unit Development Designation

This Melody Lodge Cabins Planned Unit Development Designation ("Designation") originally approved on May 23, 2006, ~~and revised on October 24, 2006.~~ is hereby revised on this ~~25th~~ day of ~~August 2020~~ by the Board of County Commissioners ("County Commissioners") of Summit County, Colorado ("County"). This PUD designation is for certain real property located in the County as described in attached Exhibit A, hereinafter referred to as the "Property."

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This PUD Designation establishes permitted land uses and restrictions permitted on the Property, its development plan, and sets forth specific development regulations which must be adhered to by Dale Mitchener and Debra Gregory-Mitchener ("Mitcheners") and their successors, heirs, agents and assigns, as owners of the Property in whole or in part, as collectively referred to herein as the "Owner/Developer(s)". This designation also specifies obligations which must be fulfilled in a timely manner in accordance and conjunction with this Designation by the Owner/Developer.

Where this Designation does not address a specific development standard or requirement of the Summit County Land Use and Development Code ("Development Code"), the provisions of the Development Code shall apply. Where the Designation addresses a specific development standard or requirement, the provisions of this PUD Designation shall supersede only such specific provisions of the Development Code.

A. PERMITTED USES AND DEVELOPMENT PLAN

Use and existing development on the property shall be in accordance with the specific requirements set forth in this PUD designation and in substantial compliance with the PUD Plan attached hereto as Exhibit B, as well as the applicable provisions of the Development Code.

1. Land Use and Permitted Uses

Use and development of the property shall be in accordance with the PUD Designation's Development Plan attached hereto as Exhibit B, and pursuant to the following specific requirements:

The Land Use and Permitted Uses within the Melody Lodge PUD are as follows:

a. East Side of Heeney Road (County Road 30):

- i. **Lodge Building** - first floor - Fee-simple market-rate single-family residence to be occupied by Property Manager or Owner/Developer and their successors and assignees with occupancy permitted year-round.
- ii. **Lodge Building** - second floor - Deed-restricted affordable rental unit per the applicable Summit Housing Authority standards with occupancy permitted year-round;
- iii. **Cabin A** - Fee-simple market-rate vacation cabin with restricted continuous occupancy limited to six (6) consecutive months or less, and eight (8) cumulative months in any one calendar year for any particular occupant;
- iv. **Cabin B** - Fee-simple market-rate vacation cabin with restricted continuous occupancy limited to six (6) consecutive months or less, and eight (8) cumulative months in any one calendar year for any particular occupant; and
- v. **Cabin C** - Fee-simple market-rate vacation cabin with restricted continuous

occupancy limited to six (6) consecutive months or less, and eight (8) cumulative months in any one calendar year for any particular occupant;

- vi. **The existing detached garage** located on the east side of Heeney Road (County Road 30) shall be limited to the use by the Mitcheners, or other duly designated Property Manager and/or Owner/Developer/occupant of the first floor of the lodge building for the storage of vehicles, and such other miscellaneous articles necessary for the maintenance and upkeep of the vehicles stored therein, as well as items typically found stored in such structures.
- vii. **The existing detached storage shed** located on the east side of Heeney Road (County Road 30) that is limited to use by the Mitcheners, or other duly designated Property Manager and/or Owner/Developer/occupant of the first floor of the lodge building for the storage of miscellaneous articles necessary for the maintenance and upkeep of the physical improvements, structures and common open space associated with the Melody Lodge Planned Unit Development.

b. West Side of Heeney Road (County Road 30):

- i. **Cabin # 1** – ~~Eastern ½ of duplex cabin, shall have a recorded Covenant Restriction to restrict ownership, occupancy, and sale of the unit in such a fashion as to provide, on a permanent basis, affordably priced housing for low to moderate-income persons. This unit shall be occupied as stipulated in the “Restrictive Housing Covenant and Notice of Lien for Cabin #1 and Cabin #2 of Melody Lodge Cabins PUD, Summit County Colorado” attached and recorded as part of this PUD designation;~~
- ii. **Cabin #2** – ~~Western ½ of duplex cabin, shall have a recorded Covenant Restriction to restrict ownership, occupancy, and sale of the unit in such a fashion as to provide, on a permanent basis, affordably priced housing for low to moderate-income persons. This unit shall be occupied as stipulated in the “Restrictive Housing Covenant and Notice of Lien for Cabin #1 and Cabin #2 of Melody Lodge Cabins PUD, Summit County Colorado” attached and recorded as part of this PUD designation;~~
- iii. **Cabin 3** – Fee-simple market-rate vacation cabin with restricted continuous occupancy limited to six (6) consecutive months or less, and eight (8) cumulative months in any one calendar year for any particular occupant;
- iv. **Cabin #4** – Fee-simple deed-restricted affordable for-sale housing unit per applicable Summit Housing Authority standards with occupancy permitted year-round;
- v. **Cabin #5** – Fee-simple market-rate vacation cabin with restricted continuous occupancy limited to six (6) consecutive months or less, and eight (8) cumulative months in any one calendar year for any particular occupant;
- vi. **A stables area** on the west side of Heeney Road (County Road 30) limited to private use solely for the Mitcheners, or other duly designated Property Manager and/or Owner/Developer/occupant of the first floor of the lodge building subject to the limitations as listed below in the Animal Keeping subsection and the Development Code regulations; and

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vii. **Outdoor storage** on the west side of Heeney Road (County Road 30) subject to the limitations as listed below in the Outdoor Storage sub-section and the Development Code regulations.

c. Accessory Uses

Animal keeping -

Animal keeping shall be restricted as follows:

- i. For all units and commercial use, the keeping of domestic pets as defined in the Development Code shall be permitted with restrictions developed and approved by the governing homeowners' association documents and the Development Code. Where the two sets of regulations conflict, the stricter of the two shall prevail.
- ii. The keeping of all other animals, including, but not limited to horses, shall be prohibited for all owners except lodge building owner. The lodge-building owner shall be restricted as to the number and types of animals as allowed by the Development Code.

d. Recreational Vehicles, Snowmobiles, All Terrain Vehicles, Boats, Ancillary Trailers and Utility Trailers -

- i. Parking of recreational vehicles (RVs), snowmobiles, All Terrain Vehicles (ATVs), boats, ancillary trailers and utility trailers owned by the Owners/Developers within the PUD is limited to a period to run parallel with the time frame of their occupancy with a maximum total time limit of eight (8) months.
- ii. RVs, utility trailers, boats and boat trailers owned by the Property Manager or Owner/Developer shall comply with the regulations of the Development Code for parking and the outdoor storage requirements of such items.
- iii. All such aforementioned RV parking areas shall be specifically designated in the governing homeowner association documents.
- iv. All other types of outdoor storage of any motor vehicle, RVs, snowmobiles, ATVs, boats, ancillary trailers, and utility trailers are prohibited within the PUD.

e. Outdoor Storage:

- i. All outdoor storage shall comply with the regulations of the Development Code.

2. Development Plan

The approximate square footages of the living space in the existing buildings on the property are as follows:

| | | |
|--------------------------------------|-------------------|--------------------|
| West - 3 one bedroom cabins = | 576 sq. ft. x 3 = | 1728 sq. ft. |
| 2 two bedroom units in duplex = | 920 sq. ft. x2 = | 1840 sq. ft. |
| East - 1 one bedroom cabin = | | 331 sq. ft. |
| 1 one bedroom cabin = | | 645 sq. ft. |
| 1 one bedroom cabin = | | 825 sq. ft. |
| 1 lodge building duplex main level = | | 1447 sq. ft. |
| 1 lodge building duplex main level = | | 714sq ft. |
| Total = | | 7530 sq. ft. total |
| living space | | |

No new structures or additional dwelling units are permitted other than those currently existing on-site and

listed under Permitted Uses. The occupancy of the cabins except ~~Cabin #1, Cabin #2,~~ the residences in the lodge building, and the one other designated deed-restricted affordable full-time County employee cabin, will be restricted to no more than six (6) consecutive months and eight (8) months in any calendar year for any particular occupant. All uses permitted herein, including accessory, temporary and conditional uses, shall be restricted to those uses allowed when the property was utilized as short term rental unit lodging use, and further in accordance with the use restrictions set forth herein, and with the associated accessory uses as listed below as permitted by the current minimum lot size variance amendment. Said current minimum lot size variance amendment is attached as Exhibit C and incorporated herein as if referenced in full.

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B. DEVELOPMENT STANDARDS

1. **Building height** - All of the buildings currently exist and are restricted from any future exterior alterations, including changing the existing buildings' heights.
2. **Setbacks** - All of the buildings currently exist and are restricted from any exterior additions or remodeling that would expand or contract from the current existing building bulk and mass. All buildings built in 2000 are per approved Summit County setback. All "original" buildings are per "grandfathered" setbacks. No further setback encroachments or extensions of such grandfathered encroachments are permitted without specific variance allowing the same.
3. **Parking** - Per the minimum lot size variance amendment from 1997, the parking requirement has been established at 1.5 spaces per bedroom, requiring a maximum of 21 parking spaces on the property.
4. **Designated open space area/public use area** -
 - a. **Open space areas:** The remainder of the property on both sides of Heeney Road (CR 30), not currently occupied either by structures or used for the Owner/Developer's RV parking area and private stable area, shall be hereby designated as privately owned open space. The open space areas shall remain open and free from all new improvements. The Owner/Developer shall establish a Homeowners Association ("HOA") and establish governing documents for the same to adequately address the ownership and maintenance of such open space areas associated with the Melody Lodge PUD.
 - b. **Public Use areas:** Pursuant to Section 8601 of the Summit County Land Use & Development Code, the Owner/Developer will be required to provide public use areas upon subdivision or subdivision exemption. The requirement for public use areas may be met by either payment of fees, land dedication, or obtaining credits for construction of recreational facilities. Dedication of an easement or a bond for the fees will be required prior to recordation of any final plat for the project.
5. **Signs and lighting** - All signs shall comply with the Summit County Sign Regulations as now in effect or hereafter amended. No signage, other than public safety signs fully consistent with the Manual for Uniform Traffic Control Devices shall be erected within the PUD until approved by the applicable Review Authority. All lighting shall comply with the requirements of the Development Code.
6. **Architectural design requirements** - All future upgrades or improvements to the current structures within the Melody Lodge Cabins PUD shall continue to reflect the present character of the existing cabins. The existing cabins' height, bulk and mass, and footprint shall not be altered from its existing form and location. Any maintenance of the exterior of any of the cabins or exterior remodeling of the exterior of the existing cabins shall not change the buildings' height, bulk, mass or general

appearance.

7. Employee Housing and Summit County Housing Authority support –

- a. The owner/developer shall participate in an affordable housing program with the Summit County Housing Authority for the affordable units described in this document. Evidence of the participation shall be provided to the Summit County Planning Department prior to approval of the subdivision or subdivision exemption of the property.

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8. Air quality – No new solid fuel burning devices may be installed in any of the structures other than those that comply with current Environmental Protection Agency standards.

9. Water quality – All water systems have been completed within the Melody Lodge Cabins PUD and comply with the water quality mitigation requirements established in the Development Code.

10. Site plan review – A site plan was completed and approved in 1998 prior to construction of the newer cabins were built. Said site plan is attached to this PUD as Exhibit C and shall be incorporated herein as if referenced in full. Site Plan Reviews shall be conducted in accordance with the requirements of the Development Code.

11. Homeowner's Association/Governing Documents – Prior to subdivision or subdivision exemption approval, Owner/Developer shall provide for the establishment of a homeowner's association on the property, and prepare governing documents for such association that adequately address the relevant requirements set forth herein.

C. REQUIRED IMPROVEMENTS

Required improvements currently exist and the PUD land use section restricts any new development. Access, water systems, sewer systems, fire protection, vegetation management, utilities and easements and landscaping have all been addressed in the 2000 variance amendment and site plan. Any new construction is limited to minimal upgrades, improvements and maintenance of the existing structures and site subject to the restrictions and limitations as listed in this document.

D. IMPLEMENTATION

1. Platting requirements -

A preliminary and final subdivision plat or a subdivision exemption plat, whichever is deemed appropriate under the Summit County Subdivision Regulations, shall be submitted for review and approval by the County prior to any subdivision of the property.

E. GENERAL PROVISIONS

1. Enforcement -

The provisions of the Melody Lodge Cabins planned unit designation and the development plan relating to the use of land and the location of common open space shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of the Melody Lodge Cabins planned unit development designation and the development plan shall run in favor of the residents, occupants and owners of the planned unit development, but only to the extent expressly provided in, and in accordance with the terms of, the Melody Lodge Cabins planned unit development designation and the development plan. Provisions not expressly stated as running in favor of the residents, occupants or owners of the planned unit development shall run in favor of the County.

2. Breach of provisions of PUD designation -

If at any time any provision or requirements stated in the Melody Lodge Cabins planned unit development designation has been breached by the Owner/Developer, the County may withhold review and approval of any permits, applications or other matters pertaining to the Property, until such breach has been remedied; provided, however, that the County shall not take affirmative action on account of such breach until it shall have first notified the Owner/Developer in writing and afforded the Owner/Developer a reasonable opportunity to remedy the same.

3. Binding Effect -

The Melody Lodge Cabins planned unit development designation shall run with the land and be binding upon the Owner/Developer, their respective successors, heirs, agents, representatives and assigns, and any and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of this designation may be modified through an amendment in accordance with the procedure stated in the County Development Review Procedures. This designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

4. Amendments -

- a. Amendments to the provisions of this PUD Designation shall be received and acted upon as a rezoning application, subject to the County's procedures for zoning amendments and to the requirement for findings under the Planned Unit Development Act of 1972 at C.R.S. 24-67-106(3)(b), unless such amendment is determined to be minor in nature.
- b. Amendments to the provisions of this PUD Designation may be initiated by, and the applicant on any application for such amendment may be, any of the following persons or entities (each, a "Permitted Applicant") acting alone or together:
 - i. The County Commissioners,
 - ii. The Planning Commission,
 - iii. The Planning Director of the Planning Department,
 - iv. Any owner of fee title to any real property within the Property on the condition that the owner's real property would directly be affected by such amendment (an "Affected Property Owner"),
 - v. Anyone having written permission from an Affected Property Owner, or
 - vi. A public entity having the power to obtain title to the property through condemnation.
- c. Notwithstanding Subsection E.4. (B) above, if the effect of any amendment to this PUD Designation would be to subject any property to this Designation that was not previously subject to this PUD Designation (any "Additional Property"), the owner of such Additional Property must be an applicant on the application for such amendment or otherwise provide its written consent to its Additional Property to this PUD Designation.
- d. Amendments to this PUD Designation initiated by one or more Permitted Applicants that are approved in accordance with the Code shall be binding upon all owners of property subject to such amended PUD Designation.

5. Notices -

Notice to County:
Board of County Commissioners
PO Box 68
Breckenridge, CO 80424

Notice to Owner/Developer
Dale Mitchener
Debra Gregory-Mitchener
1534 County Road 30
Heeney, CO 8049

All notices so given shall be considered delivered three days after the mailing thereof, excluding weekends or official holidays. Either party, by notice so given, may change the address to which future notices shall be sent.

6. Entire Designation -

This Designation contains all provisions and requirements incumbent upon the Owner/Developer relative to the Melody Lodge Cabins planned unit development, except as modified by subsequent action of the Board of County Commissioners in accordance with procedures set forth in the Summit County Land Use & Development Code and the Colorado Planned Unit Development Act (CRS 24-67-106) for amending planned unit developments, and except that nothing contained herein shall be construed as waiving any requirements of the Summit County Land Use & Development Code or other regulations otherwise applicable to the development of the Property.

7. Effective Date -

This Designation must be signed by both the Summit County Board of County Commissioners and the Owner/Developer and must be recorded by the Summit County Clerk and Recorder in order to become effective. The effective date shall be the date of recordation.

8. PUD Review Requirements -

The Summit County Land Use & Development Code, Chapter 12, includes procedures and requirements for review of all planned unit developments. The Owner/Developer shall be on notice of these requirements and shall insure that information necessary for the periodic review is made available to the County within the time frames as may be established in Chapter 12. The Owner/Developer further understands that failure to provide the necessary information or to proceed with the review process may result in development approvals within the PUD being withheld.

IN WITNESS WHEREOF, the County and the Owner/Developer have executed this Designation as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

BY: _____
Karn Stiegelmeier, Chair

Kathleen Neel, Clerk and Recorder

BY: _____
Dale Mitchener

BY: _____
Debra Gregory-Mitchener

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Exhibit A – Legal Description, Melody Lodge Property

Part of Lot 2 of Section 33 and part of Lot 5 of Section 34, Twp 2 S, R. 79 W. of the 6th P.M., more particularly described as follows:

Beginning at a point on the section line common to said Sections 33 and 34, at the Southeast corner of Lot 2 of said Section 33, which is also the Southwest corner of Lot 5 of said Section 34; thence, with the South line of said Lot 2 North 89° 53' West, 300.0 feet; thence due North 681.02 feet; thence South 47° 26' East, 407.34 feet to a point on said section line; thence continuing South 47° 26' East, 192.9 feet; thence South 63° 41' East 226.0 feet; thence South 49° 29' East 269.0 feet to the South line of said Lot 5; thence with said South line, North 89° 47' West, 548.3 feet to the point of beginning and containing 5.79 acres, more or less, together with improvements thereon.

Exhibit B
Site Plan

EAST SIDE

Lodge Building (2 story duplex) with attached store and detached garage - Deeded as one parcel with 2 living units:

Main level - residence occupied by Property Manager or the Owner/Developer and their successors and assignees.

Upstairs level - a deed-restricted, affordable housing rental unit, per Summit County Housing Authority.

- Cabin A
- Cabin B
- Cabin C

WEST SIDE

- Cabin #1 (1/2 of duplex)
- Cabin #2 (1/2 of duplex)
- Cabin #3
- Cabin #4
- Cabin #5

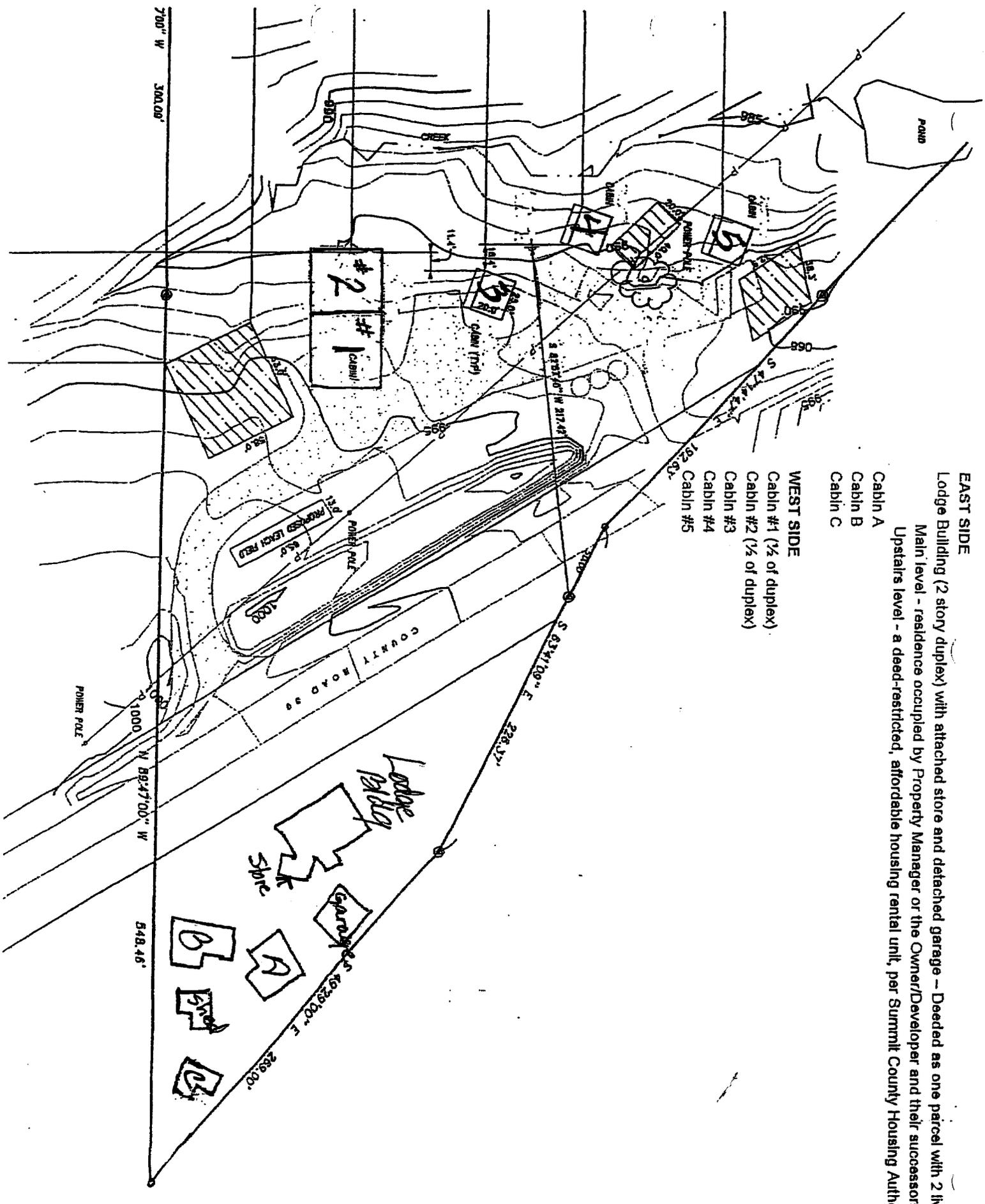


Exhibit C
BOA97-02
Resolution
(Resolution #97-05)

RESOLUTION NO. 97-05

Before the Board of Adjustment
of the County of Summit
State of Colorado

FILE COPY

APPROVING AN AMENDMENT TO THE 1984 VARIANCE FOR THE MELODY LODGE THAT ALLOWS FOR THE CONSTRUCTION OF UP TO A MAXIMUM OF THREE (3) NEW ONE BEDROOM COMMERCIAL LODGING CABINS NOT EXCEEDING 700 SQ.FT. AND ONE (1) NEW DUPLEX UNIT, EACH HALF OF WHICH MAY HAVE UP TO ONE TWO BEDROOM COMMERCIAL LODGING UNIT WITH THE ENTIRE DUPLEX NOT EXCEEDING 2,200 SQ.FT. ALONG WITH THE ELIMINATION OF THE BAR/RESTAURANT ALLOWED UNDER THE 1984 VARIANCE ON A 5.79 ACRE PARCEL, A PORTION OF SECTIONS 33 & 34, T2S, R79W (Applicants: Dale & Debra Mitchener)

WHEREAS, Dale & Debra Mitchener have applied to the Board of Adjustment to amend the existing Melody Lodge variance, approved by the County in 1984, to allow the construction of up to a maximum of three (3) new one bedroom commercial lodging cabins not exceeding 700 sq.ft. and one (1) new duplex, each half of which may have up to a two bedroom commercial lodging unit with the entire duplex not exceeding 2,200 sq.ft. along with the elimination of the bar/restaurant allowed under the 1984 variance on a 5.79 acre parcel, a portion of Sections 33 & 34, T2S, R79W; and,

WHEREAS, the Community Development Division has reviewed the application and recommended that it be approved; and,

WHEREAS, the Board of Adjustment has reviewed the application at public hearings held on April 16, 1997 and May 21, 1997 with public notice as required by law and considered the evidence and testimony presented at those hearings; and,

WHEREAS, the Board of Adjustment finds as follows:

1. Due to the unique nature of this application to amend a grandfathered variance granted in 1984, the question of whether or not the strict application of the County's Zoning Regulations would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the property owner in the development of the property because of special circumstances applicable to the property such as size, shape, topography or other extraordinary or exceptional physical conditions is not applicable in this case.
2. With compliance with the conditions set forth in this resolution the proposed amendment to the existing Melody Lodge variance granted in 1984 should pose no significant threat to the public health, safety, or welfare due to the fact that adequate access is available and adequate water and sewage disposal will be provided.

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Doris L Brill - Summit County Recorder

3. The requested variance amendment is consistent with the purpose and intent of the County's Zoning Regulations due to the fact that additional lodging cabins not exceeding four in number and/or 4,300 sq.ft. of development will not constitute an incompatible use with the neighboring Forest Service or agricultural lands, represents a better designed, more efficient and economical use of land and its resources because it will redistribute the allowed uses on the property, minimize visual impacts along the CR #30 view corridor, and facilitate proper sewage disposal in an effort to protect the water quality of Green Mountain Reservoir.
4. While the 1984 approvals probably constitute an grant of special privilege, the proposed amendment does not increase the disparity between what is normally approved for property owners of such non-conforming parcels and as such is not inconsistent with the criteria established under Section 12505.04(A)(4) of the Summit County Land Use & Development Code.
5. The proposed amendment constitutes a more reasonable use of the property than do some of the uses currently allowed under the variance granted in 1984.
6. This parcel was created in 1939 and as such constitutes a legal parcel for the purposes of Section 12505.04(A)(6) of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ADJUSTMENT OF SUMMIT COUNTY, COLORADO, THAT an amendment to the Melody Lodge variance that allows up to a maximum of three (3) new one bedroom commercial lodging cabins not exceeding 700 sq.ft. each and a new duplex, each half consisting of up to a maximum of a two bedroom commercial lodging cabin with a maximum of 2,200 sq.ft. for the entire duplex along with the elimination of the bar/restaurant allowed under the '84 variance on a 5.79 acre parcel, a portion of Section 33 & 34, T2S, R79W, is hereby approved subject to the following conditions:

1. Under no circumstances shall there be any new additions, expansions, or implementation of new uses for the 1½ acre portion of the subject property on the east side of CR #30. The property owners may apply for the necessary permits to conduct remodeling of any existing structures on the east side of CR #30 for the purposes of bringing said structures up to current building codes or to address legitimate concerns for the safety of the owners, guests, and/or general public. Specifically, the existing uses on the 1½ acre portion of the property on the east side of CR #30 are as follows:
 - The existing lodge of 2,620 sq.ft. which includes the owners residence, two lodging bedrooms, a 364 sq.ft. retail area, and assorted support uses
 - Three one bedroom cabins
 - Three small support structures (garage, pump house, & workshop)
 - Ten (10) parking spaces
2. This variance establishes the maximum number of units, structures, and allowable uses for the subject property. It does not guarantee the property owner that such units, structures, or uses can actually be implemented on the property. No new units, structures or uses of any kind shall be constructed until the property owners have obtained site plan approval for such units, structures, or uses from the Lower Blue Planning Commission in compliance with Section 12600 et.seq. of the Summit County Land Use & Development Code. All applicable requirements for sewage disposal and water supply for all uses and structures on the subject property shall be met as part of any future site plan approvals.
3. All rentals of the lodging cabins shall be short term as defined in Section 15100(313) of the Summit County Land Use & Development Code.
4. The number of parking spaces allowed on the west side of CR #30 is limited to 1.5 spaces/lodging bedroom. No additional parking on the west side of CR #30 is allowed.

5. Storage of any RVs, boats, or utility trailers owned by the owner(s) of the Melody Lodge shall be regulated as per the requirements of Section 3815.05 et.seq. of the Summit County Land Use & Development Code.
6. Parking of RVs, boats, or utility trailers owned by guests of the Melody Lodge on the property shall be limited to a period not to exceed seven (7) continuous days.
7. Storage of RVs, boats, or utility trailers not owned by guests of the Melody Lodge and/or for periods exceeding seven (7) continuous days is prohibited.
8. Due to the limited area available and lack of access to adjoining open areas suitable for a commercial horseback riding operation, the keeping of horses is hereby limited to those animals owned by the owner of the Melody Lodge as per the requirements of Section 3802 et.seq. of the Summit County Land Use & Development Code.

ADOPTED this 21st day of May, 1997.

BOARD OF ADJUSTMENT
OF SUMMIT COUNTY, COLORADO

BY: Bob Flint
Bob Flint, Chairman

ATTEST:

Alan Hanson
Alan Hanson, AICP
Senior Planner

**RESTRICTIVE HOUSING COVENANT AND NOTICE OF LIEN
FOR CABIN #1 AND CABIN #2 OF MELODY LODGE CABINS PUD,
SUMMIT COUNTY COLORADO**

This Restrictive Housing Covenant and Notice of Lien for the Melody Lodge Cabins PUD, Summit County, Colorado, (this "Covenant") is made this ____ day of _____, 2020, by Dale Mitchener and Debra Gregory-Mitchener, hereinafter referred to as "Owner" or "Declarant", and approved and accepted by Summit County, Colorado, a body corporate and politic, hereinafter to as "County" or "Beneficiary,"

RECITALS

WHEREAS, Owner is the owner of Cabins #1 and #2, Melody Lodge Cabins, according to the plat of Melody Lodge Cabins P.U.D. recorded on March 12, 2007 at Rec. No. 849370 in the records of the Summit County Recorder, Summit County, Colorado (together, the "Duplex Cabins" and each a "Duplex Cabin"); and

WHEREAS, the Duplex Cabins are subject to The Melody Lodge Cabins Planned Unit Development Designation as amended (the "PUD") as originally recorded on January 9, 2007 at Rec. No. 844040 and amended by a resolution recorded that same day at Rec. No. 844039 created pursuant to the County's Land Use and Development Code (the "Code"); and

WHEREAS, the Duplex Cabins were originally restricted under the PUD to occupancy of any one person for up to six consecutive and eight cumulative months in any calendar year; and

WHEREAS, such occupancy restriction was furthered by a restrictive covenant titled "Restrictive Covenant for the Sale and Use of Vacation Cabin Units" contained in a series of documents recorded under a single entry on March 13, 2007 at Rec. No. 849578, (the "Existing Covenant"); and

~~WHEREAS, in conjunction with this Restrictive Covenant, the County has amended the PUD to remove the occupancy restriction and replace it with a requirement that each Duplex Cabin must be restricted to occupancy by a "Qualified Occupant" as defined herein~~

WHEREAS, in exchange for amending the PUD in order to remove the occupancy restriction as to Cabins #1 and #2 **only**, the Declarant has agreed to replace the existing occupancy restriction on Cabins #1 and #2 with an affordable workforce housing covenant as set forth fully herein; and

WHEREAS, this Restrictive Covenant shall repeal and replace the Existing Covenant, **only as to Cabins #1 and #2**; and

WHEREAS, the Parties desire to create a valid and enforceable restrictive covenant running with the land assuring that the Duplex Cabins will henceforth be used solely for countywide workforce housing purposes by a "Qualified Occupant" as defined herein; and

WHEREAS, the Parties agree that this Restrictive Covenant, upon execution and recordation, satisfies the intent of the PUD with regards to the use of the Duplex Cabins.

WHEREAS, Declarant agrees to restrict the acquisition and/or transfer of the Units to Qualified Buyers who meet the appropriate income category established by the County for each Unit purchased, as set forth **more fully below** in _____; and ~~Summit County Affordable Workforce Housing Deed Restriction Guidelines, Resolution No. 2019-94, December 10, 2019;~~ and

WHEREAS, Declarant agrees that this Covenant shall constitute an agreement setting forth the maximum sale (“Initial Sale Price”) and resale price for which a Unit may be sold (“Maximum Resale Price”) and the terms and provisions controlling the sale of the Unit; and

WHEREAS, by this Covenant, Declarant hereby restricts the Unit from use and occupancy inconsistent with the terms as set forth in this Covenant; and

WHEREAS, under this Covenant Declarant intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use of the Units described and provided for herein shall be and are hereby made covenants running with the land and are intended to be and shall be binding upon the Declarant and all subsequent owners and occupiers of such Units for the stated term of this Covenant, unless and until this Covenant is released and terminated in the manner hereafter described.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby represents, covenants, and agrees as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose and intent of this Restriction is to restrict ownership, occupancy, and sale of each Unit in such a fashion as to provide, on a permanent basis, affordably priced housing for low to moderate income persons. Each Unit is intended to be occupied by Qualified Owners or Authorized Lessees, which Qualified Owners or Authorized Lessees, because of their income, may not otherwise be in a position to afford to purchase, own, occupy, or lease other similar properties. The purpose of this deed restriction is to help establish and preserve a supply of affordably priced housing to help meet the needs of the locally employed residents of the County and to meet the guidelines required by County to meet the TDR exemption.

**ARTICLE 2
DEFINITIONS**

1. "Area Median Income" or "AMI" means the median annual income for Summit County (or such next larger statistical area calculated by HUD that includes Summit County, if

HUD does not calculate the area median income for Summit County on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD; or any successor index thereto acceptable to the County, in its reasonable discretion, including the Consumer Price Index. If AMI data pertaining to the date of sale of a Unit is not yet available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

2. "Authorized Lessee" means any tenant approved by the County, who shall meet the definitions of both Qualified Occupant and Eligible Household, and who shall lease a Unit at such rental rates as are specified in this covenant.
3. "County or Summit County" as that term is used herein shall mean Summit County Government or its designee, which may include an employee or other agency; if another agency, Summit County Government shall designate in writing any such certain defined responsibilities of said agency.
4. "Dependent" shall mean a person, including a spouse, child, step-child, child in the permanent legal custody, or a parent of a Qualified Occupant, in each case whose principal place of residence is in the same household as such Qualified Occupant, and who is financially dependent upon the support of the Qualified Occupant. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as that act shall from time to time be amended.
5. "Eligible Household" means a Household approved by the County and whose income meets the parameters set for each Unit identified in Article 4 of this Covenant.
6. "First Mortgage" means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Unit to secure a loan used to purchase the Unit made by a Mortgagee.
7. "Household" means one or more persons who intend to live together in a Unit as a single housekeeping unit.
8. "HUD" means the U.S. Department of Housing and Urban Development.
9. "Initial Purchase Price" means, for the purposes of calculating the Maximum Resale Price in accordance with the provisions of Article 5, that price paid by the Owner to purchase the Unit, inclusive of all allowable appreciation, allowable sales commission, and approved Qualified Capital Improvements.
10. "Initial Sale Price" means that price set by the Declarant at the time the Unit(s) is or are offered for sale, in compliance with the provisions set forth in Article 5 below.
11. "Local Employer" means an individual or business that has a physical location within and serves Summit County and that employs a Qualified Occupant.
12. "Maximum Resale Price" means the maximum purchase price that may be paid by any purchaser of a Unit, other than the initial purchaser who acquires the Unit from

Declarant, that is determined in accordance with the provisions of Article 6 of this Covenant. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of the Unit.

13. "Mortgagee" means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing mortgage financing for residential real property and which is the beneficiary of a deed of trust or mortgage encumbering any Unit.
14. "Non-Qualified Owner" or "Non-Qualified Transferee" means an Owner that is not a Qualified Owner.
15. "Owner" means the record owner at any time taking and holding fee simple title to a Unit.
16. "Primary Residence" means an individual or Household occupies the deed-restricted property as their principal place of residence at least 9 months of the year. Final determination as to whether the occupancy of an individual or Household meets the intent of this definition shall be made by the County in its sole discretion and in accordance with all other provisions of this Covenant.
17. "Qualified Capital Improvements" means those improvements to a Property performed by the Owner which qualify for inclusion within the calculation of Maximum Resale Price, which requirements and specifications are set forth in the Qualified Capital Improvement ("QCI") schedule contained in Exhibit A hereto, which exhibit is incorporated herein by this reference.
18. "Qualified Occupant" means a person aged 18 or older, along with his or her Dependents, if any, who at all times during ownership or occupancy of the Unit, resides and is employed within the County year-round, an average of at least 30 hours per week on an annual basis. "Employed within the County," also referred to as "Local Employment", shall mean that the person earns his or her living from a business or organization operating in and serving the County, which requires his or her physical presence within the boundaries of Summit County in order to complete the task or furnish the service, by working in the County at such business or organization an average of at least 30 hours per week on an annual basis.
 - A. Local Employment Exemptions: The following exemptions to the local employment requirement may be authorized by the County in writing.
 - i. Self-Employment and residents that work from home. For individuals claiming self-employment or work from home status, the employment must be for an average of at least 30 hours per week on an annual basis for a business that is located within and serves Summit County and requires their physical presence within the boundaries of Summit County in order to complete the task or furnish the service, and such individuals must demonstrate they are earning at least minimum wage from this employment.

- ii. Retirement. Qualified Occupants may be authorized to retire and remain in deed-restricted units, if the person is at or above the full benefit age for Federal Social Security, has worked in Summit County an average of at least 30 hours per week on an annual basis for at least 10 continuous years prior to retirement, and has owned and occupied that particular deed-restricted housing for at least 7 continuous years prior to retirement. Provisions may be included to authorize an alternate retirement age for public safety field staff based on their years of service and applicable retirement / pension plan.
 - a. Partial Retirement. Qualified occupants may be authorized to reduce local employment to a minimum of 15 hours per week on annual basis, if the occupant has worked in Summit County an average of at least 30 hours per week on an annual basis for at least 15 continuous years prior to partial retirement and has owned and occupied that particular deed-restricted housing unit for at least 5 continuous years prior to retirement.
 - b. Housing Mobility for Retirees. When determined to be appropriate, the County may authorize a qualified retiree who meets the minimum length of employment and age requirements described above to move into a new or different deed-restricted unit, rather than requiring such individual to continue occupying the same deed-restricted unit he/she has been occupying prior to retirement. This provision is intended to allow mobility within the County's deed-restricted housing inventory by allowing retirees to downsize into smaller housing units, if desired, thus making larger units available to larger household sizes in need of deed-restricted housing.
 - iii. Disability. For an individual who becomes disabled after commencing ownership or occupancy of a Unit such that he or she cannot work the required number of hours each week required by this restriction may remain a Qualified Occupant; provided that such person receives authorization by the County to remain in the unit for a specified period of time.
- B. The County or its designee shall have the discretion to determine any person's eligibility as a Qualified Occupant under this section and may request such evidence as is necessary to make said determination.
- 19. "Qualified Owner(s)" means a natural person(s) meeting the income, residency, and all other qualifications set forth in this Covenant.
 - 20. "Summit County" means and includes the entirety of the jurisdictional area of Summit County, Colorado.
 - 21. "Summit County Housing Director" or "Director" is the Director of the Summit County Housing Department, or, if there is no such Director or the Director may be unavailable for an extended period of time, such other position in a governmental or quasi-governmental organization within Summit County as the County may designate to exercise the duties assigned to the Director in this Covenant.

22. "Transfer" or "Transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in a Unit, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of a Unit is transferred and the Owner obtains title.
23. "Unit" means a physical portion of the Property that is to be or has been constructed for purposes of residential use only and to be created as a separate transferable real property interest by the filing of subdivision or similar plat(s) or map(s) for some or all of the Property.

ARTICLE 3

USE AND OCCUPANCY

The use and occupancy of each Unit shall be limited exclusively to housing for individuals meeting the definition of Qualified Occupant and other requirements as set forth in this Covenant, together with the Qualified Occupant's Dependents and Household, if any. The unit must be occupied as the Qualified Occupant's primary full-time residence.

ARTICLE 4

OWNERSHIP AND OCCUPANCY RESTRICTIONS AND REQUIREMENTS

1. Ownership. Ownership of a Unit is hereby limited exclusively to a Qualified Owner, which shall include the parties described and approved as set forth herein. In the event that a Unit is owned in violation of this Covenant, all of the remedies set forth by law or in equity, including, but not limited to, the rights set forth in this Covenant, shall be available to enforce the terms of this Covenant.
2. Income Categories. At the time of entering into any purchase contract for a Unit, individuals or households, as applicable, shall be subject to the following income category for each Unit: **Units shall be available for those making up to 100% AMI.**
3. Income Testing. Income testing is required at the time of purchase (for the original sale and every subsequent sale of a deed-restricted unit) or initial rental, in order to ensure new owners or occupants qualify to purchase or rent a deed-restricted property matching the particular AMI cap.
4. Asset Testing. At the time of the purchase of any Unit below 120% AMI (for the original sale and every subsequent sale of a deed-restricted unit) a Qualified Owner shall not have assets, exclusive of retirement, 401k, 529, or other equivalent tax-deferred accounts that exceed \$200,000 or the amount of the listing price, whichever is lower. Asset testing shall be done only at the time an individual purchases a Unit. Assets acquired by a Qualified Owner after purchasing the Unit shall not have any effect on the ability of the Qualified Owner to continue to own the Unit. The specific requirements for asset testing shall be determined by the County on a case-by-case basis.
5. Rental Procedures.

- A. Rental of the Unit is allowed pursuant to the following terms and requirements:
 - i. Leases shall be approved in advance by the County Housing Director and shall be for a term of at least three (3) consecutive months in duration. Any such tenancy approved by the County Housing Director shall be to a person meeting the definition of a Qualified Occupant.
 - ii. Roommates. When an affordable workforce housing unit is rented to roommates not meeting the definition of a Household, all prospective tenants must be qualified by the County Housing Director as a Qualified Occupant prior to occupancy in accordance with the requirements set forth herein, and must be included as tenants on the lease. [A signed copy of the lease must be provided to the County Housing Director.](#)
 - iii. Maximum Rental Rate. The maximum monthly rental rate chargeable for the Unit shall be 120% of HUD Fair Market Rent, or other methodology approved by the County. The rental rate shall include the cost of utilities, homeowners' association dues, management costs and taxes. Under no circumstances will an Owner be required to charge a monthly rental rate for the Unit that is less than the amount the Owner must pay each month on Owner's First Mortgage.
- B. Use as a Short-term Vacation Rental is Expressly Prohibited. Under no circumstances shall the Unit or any portion of the unit be utilized as a short-term vacation rental.
- C. In the event that any unit, or any portion thereof, is leased or rented without compliance with this Restriction, all of the remedies set forth by law or in equity, including but not limited to the rights set forth in this Covenant, shall be available to enforce the terms of this Covenant.
- 6. Exceptions to Occupancy Requirements. The Qualified Owner of a Unit may request an exception to the occupancy restrictions of this Covenant through the following process:
 - A. The Qualified Owner requesting an exception must provide a narrative explaining the need for the exception as well as written evidence confirming the reason for the request, including, but not limited to, such items as: a former employer's documentation of involuntary unemployment; confirmation of employment requiring a relocation, etc.
 - B. The decision regarding the request for an exception to the occupancy requirements of this Covenant shall be made by the Summit County Housing Director within thirty (30) days of the completed application submittal with supporting information.
 - C. The Summit County Housing Director may grant an exception to an occupancy requirement of this Covenant for any qualifying circumstance(s) upon finding that:
 - i. The circumstance(s) justifying the grant of an exception to an occupancy requirement of this Covenant is a circumstance that has transpired subsequent to occupancy of the Unit and/or is outside the control of the applicant to correct; and

- ii. Strict application of the terms of this Covenant would result in a significant hardship on the Qualified Owner; and
 - iii. The grant of the requested exception is limited to the scope necessary to grant reasonable relief to the applicant, consistent with the intent and purpose of this Covenant, and will not have an adverse effect on the community or surrounding neighborhood.
 - D. If the exception is granted, the Director may impose specific conditions of approval, and shall fix the duration of the term of such exception.
- 7. Refinance Restriction. Excluding the Initial Purchase Price, an Owner shall not encumber a unit with debt, exclusive of interest, in any form which exceeds, at any time, 97% of the Maximum Resale Price as determined in accordance with this Covenant.
- 8. Maintenance Responsibilities. Owner is responsible for maintaining the Unit in good working order throughout the length of Owner's ownership of the Unit, and adhering to all homeowner's association requirements for maintenance, upkeep and appearance during such tenure of ownership as well.
- 9. Ownership Interest in Other Residential Property. If at any time an Owner also owns any interest alone, or in conjunction with others, in any other developed residential property within the State of Colorado, the Owner shall immediately disclose such ownership to the County, and may be required to promptly offer such other property interest for sale. This prohibition concerning additional ownership is deemed to include entities, partnerships, trusts and the like in which the Owner is either a party to the entity or a trustee and or beneficiary of a trust. In the event said other property has not been sold by the Owner within one hundred twenty (120) days of its listing required hereunder, then the Owner shall immediately list his or her Unit for sale pursuant to Article 6 of this Covenant. It is understood and agreed by the County that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner's business shall not constitute "other developed residential property" as that term is used in this Section.
- 10. Exceptions to Restriction on Ownership of Other Real Estate. The following exceptions to the restriction on owning other developed residential real estate within the State of Colorado may be authorized by the County, with such approval documented in writing by the County.
 - i. Timeshare Units. Qualified Owners may be authorized to purchase or own a timeshare unit as a vacation opportunity and/or to utilize on-site amenities such as pools and recreation areas.
 - ii. Affordable Long Term Rental Housing in Summit County. Qualified Owners may be authorized to own an additional property in Summit County, if the Owner agrees to add a deed-restriction to the property to convert it from a market rate unit to a deed-restricted property, whereby the added deed restriction: 1) Is converting an existing market rate unit to a deed-restricted unit, thus increasing the supply of deed-restricted

housing in the County; 2) limits use of the property to long term occupancy (minimum 3 months) to persons employed within the County an average of at least 30 hours per week on an annual basis; and 3) limits the maximum rental rate to comply with the Maximum Affordable Rental Rate provisions set forth in this Covenant.

11. Ownership by Entity. At initial sale, after a 30-day priority period for individuals looking to purchase a Unit, Local Employers may purchase up to two deed-restricted duplex units.
 - A. No Local Employer may own more than two Units at a time.
 - B. The Unit shall be rented to an Employee of the Local Employer who meets the definition of Qualified Occupant as set forth in this Covenant, and is qualified as such in writing by the County.
 - C. Leases shall be reviewed and approved in advance by the County and shall not be for a term of less than 3 months.
 - D. The Maximum Rental Rate for Local Employer-owned Units shall be 120% of HUD Fair Market Rent or other methodology approved by the County.
 - E. Occupancy of Local Employer-owned Units shall not exceed two people per bedroom or one person per 200 square feet, whichever is less.
 - F. At all times, Local Employer shall comply with all applicable local, state, and federal laws, statutes, rules, and regulations regarding the landlord-tenant relationship and attendant obligations.
 - G. Local Employer shall maintain the Unit in good condition and at the time of entering into a lease agreement with a Qualified Occupant shall meet the requirements of Article 5, Section 5, below.

ARTICLE 5

SALE OF A UNIT

1. Initial Purchase Price. At time of initial sale by Declarant, a Unit shall be listed for an Initial Sale Price and sold to a Qualified Owner at an Initial Purchase Price that is affordable to a person making no more than 80% of AMI, as reflected to be determined according to the attached in the 2020 HUD guidelines for Summit County (**Exhibit B**). ~~Said initial price may be adjusted upwards in years subsequent to 2020 based on the applicable AMI rates for such years but shall not decrease below the 2020 AMI rates contemplated herein.~~
2. Notice. In the event that an Owner desires to sell the Unit, or in the event that Owner shall be required to sell the Unit pursuant to the terms of this Agreement, Owner shall notify County, or such other person or entity as may be designated by the County, in writing of Owner's intention to sell the Unit.

3. **Priority.** At the time of the initial sale and any subsequent resale of any Unit, individuals who have been employed in the County ~~for more than one year~~ will receive priority in the purchase of the Units in accordance with the County's rules, regulations, policies and codes for the initial 30 day period commencing with the offering of each Unit for sale in a manner accessible to the general public, followed by a period of broader availability extended to Local Employers **and all individuals working** in Summit County until such time as each Unit is sold. If a lottery is not used, the first individual meeting the priority criteria to submit a good faith offer would satisfy the priority requirement and the seller may accept said offer.
4. **Lotteries.** County reserves the right to require that a Unit be sold via a lottery process, with such process to be determined by the County at the time of sale, in general conformance with the Guidelines and Purpose and Intent of this Covenant. **The County shall have seven days after receiving the Notice of Intent of Sell to determine whether a lottery will be required. No private lotteries will be allowed. The County will require lotteries through the SCHA when housing is in high demand.**
5. **Maximum Resale Price.** In no event shall a Unit be sold for an amount ("Maximum Resale Price") in excess of the Initial Purchase Price plus an increase of 2% per year to the date of an Owner's listing or advertising a Unit to sell (Pro-rated at the rate of .167 percent for each whole month of ownership for any part of a year), which percentage shall be calculated annually without compounding.¹ **NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY THE COUNTY OR THE DECLARANT THAT UPON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM RESALE PRICE.**
6. **Condition of Unit at Resale.** Each Owner shall be responsible for ensuring that the Unit is in good condition at the time of resale, with reasonable wear and tear acceptable. This obligation includes all matters which are in the control and responsibility of an Owner, and includes, but is not limited to:
 - i. Cleaning the Unit and making necessary improvements to repair and maintain plumbing and mechanical fixtures, appliances, carpet or other flooring, roofs, painting and other similar items in good working order and condition.
 - ii. The Unit must contain all of the appliances that originally came with the Unit, of similar standard.
 - iii. There must be no outstanding County code violations.

If the Unit is not in good condition, the County has the right to bring the Unit into good condition and collect the costs of taking such efforts, by means of a lien upon the Unit, and the right to collect upon such lien through appropriate means, including the right to

¹ For example, if the original purchase price of a Unit is \$100,000, at the end of Year 1 the Unit could be sold for a maximum of \$102,000. At the end of Year 2, the Unit could be sold for a maximum of \$104,000, and at the end of Year 5, the Unit could be sold for a maximum of \$110,000.

be paid the cost of any expenses incurred from the Owner's proceeds at closing of the sale of the Unit.

7. Allowance for Qualified Capital Improvements. Subject to the limitations of this Section, for the purpose of determining the Maximum Resale Price in accordance with this Covenant, the Owner may add to the amount specified in paragraph 4 of this Article 6, the cost of approved and qualified capital improvements ("QCI"), as set forth in the Summit County Qualified Capital Improvements Schedule maintained by the County, as such Schedule is amended from time to time, in total amount not to exceed 10% of the Initial Purchase Price over every consecutive ten (10) year period.
8. Listing a Unit for Sale and Sales Commission. For the purpose of determining the Maximum Resale Price, the Owner may add the amount paid in sales commission, up to 1.75%, to the Maximum Resale Price. The ability to increase the Maximum Resale Price by the allowable sales commission amount does not apply to Units for sale by owner unless owner is a real estate broker licensed according to the laws of the State of Colorado. A seller can pay more sales commission, but only 1.75% can be added onto the Maximum Resale Price.
9. No Additional Consideration. Owner shall not accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Owner to sell to such prospective buyer. As described in Article 6, below, an Appreciation Limiting Promissory Note and Deed of Trust is required for every property sale, through which the seller affirms that the sale was not contingent upon the sale of any other personal property and that no other compensation has been required of the buyer, in excess of the contracted unit sale price.

ARTICLE 6

COMPLIANCE AND ENFORCEMENT

1. Owner agrees to provide, upon request of the County or its designee, all documents and information necessary for the County to establish continued compliance with this Covenant and with the Guidelines as amended from time to time. Documents may include, but are not limited to: Federal and State Income Tax Returns, W2's, 1099's, bank statements, vehicle and license information, and invoices for utility payments. The County shall maintain the confidentiality of financial information as provided by law.
2. Appreciation Limiting Promissory Note and Deed of Trust. Along with the recorded instrument of conveyance evidencing a Transfer of a Unit, any such Transfer of a Unit shall include a completed Appreciation Limiting Promissory Note and Deed of Trust, the forms of which are attached hereto as **Exhibit C-1 and C-2**, which Note and Deed of Trust are to be executed by the buyer of each Unit at the closing of the sale to such buyer and recorded immediately following the deed to a buyer and the First Mortgage, if any.

3. Memorandum of Acceptance and Notice of Lien. Each sales contract or lease, as the case may be, for a Unit shall also (a) recite that the proposed purchaser or lessee, as applicable, has read, understands and agrees to be bound by the terms of this Covenant.
4. Vacancy. In the event that a Qualified Owner ceases to occupy a Unit as his or her principal place of residence for a period of more than ninety (90) consecutive days (as reasonably determined by the County), the County may, in its sole discretion and in addition to any other remedies the County may have hereunder, determine that the Unit shall be offered for sale pursuant to the provisions of Articles 4 and 5 and require the Qualified Owner or non-qualified Owner to rent the Unit for a predetermined period of up to one (1) year to a Qualified Occupant while the Unit is listed for sale.
5. Non-Qualified Transferees. In the event that title to a Unit vests in any individual or entity that is not a Qualified Owner (“Non-Qualified Transferee”) by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a HUD-insured First Mortgage), or by operation of law or any other event, the County may elect to notify the Non-Qualified Transferee that it must sell the Unit in accordance with Articles 4 and 5. A Non-Qualified Transferee shall not: (i) occupy a Unit; (ii) rent all or any part of a Unit, except in strict compliance with this Covenant and as approved in writing by the County; (iii) engage in any business activity on or in a Unit; (iv) sell or otherwise transfer a Unit except in accordance with this Covenant; or (v) sell or otherwise transfer a Unit for use in trade or business.
6. Failure to Comply with Restrictions. In the event an owner fails to comply with any of the restrictions contained in this covenant, the County may, but is not required to, provide notice to the owner of the unit in violation and provide an opportunity for the owner to cease and desist or cure. In addition, the County may, in its discretion, promulgate a notice and penalty schedule for covenant violations. In the event such a schedule is adopted by the County, the County shall provide written notice to all owners of the notice and penalty schedule. Any such notice and penalty schedule shall be in addition to those remedies available pursuant to this covenant. This may include an appreciation pause for any units that are determined to be in violation of their covenant, where the allowable annual rate of appreciation is suspended during a period when a violation notice has been issued, until such violation has been resolved to the satisfaction of the County.
7. Sales to Preserve Unit as Affordable Housing.
 - A. In the event a Unit is occupied, Transferred or leased in violation of this Covenant, the County may, at its sole discretion, notify an Owner that it must immediately list the Unit for sale. The highest bid by a Qualified Owner for not less than ninety-five percent (95%) of the Maximum Sale Price shall be accepted by the Owner; provided, however, if the Unit is listed for a period of at least ninety (90) days and all bids are below ninety-five percent (95%) of the Maximum Sale Price, the Unit shall be sold to a Qualified Owner that has made the highest offer for at least the appraised market value of the Unit, as determined by the County in its reasonable good faith judgment, after such ninety (90) day period.

- B. In the case of such an uncured violation, if required by the County, the Owner shall: (i) consent to any sale, conveyance or transfer of such Unit to a Qualified Owner; (ii) execute any and all documents necessary to do so; and (iii) otherwise reasonably cooperate with the County to take actions needed to accomplish such sale, conveyance or transfer of such Unit. For this purpose, Owner constitutes and appoints the County as the Owner's true and lawful attorney-in-fact with full power of substitution to complete or undertake any and all actions required under this Article 5 or as set forth elsewhere in this Covenant. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. Owner specifically agrees that all power granted to the County under this Covenant may be assigned by it to its successors or assigns.

- C. In order to preserve the affordability of the Units for persons of low to moderate income, the County shall also have and is hereby granted the right and option to purchase a Unit, exercisable within a period of fifteen (15) calendar days after notice is sent by the County to the Owner that requires the Owner to sell the Unit due to a violation pursuant to this Section. The County shall complete the purchase of such Unit within thirty (30) calendar days after exercising its option hereunder for a price equal to the lesser of the appraised market value of the Unit, as determined by the County in its reasonable good faith judgment, or the Maximum Sale Price. The County may assign its option to purchase hereunder to an eligible purchaser which, for the purpose of this Section 7.C., shall be a Qualified Owner.

- D. In all situations in which the provisions of this Article 5 apply, the County may alternatively require the Owner to promptly rent a Unit to a lessee that is deemed a Qualified Occupant in accordance with the requirements of this Covenant and subject to the one (1) year limit while the Unit is listed for sale.

ARTICLE 7
FORECLOSURE

- 1. Release. Notwithstanding anything herein to the contrary, this Covenant shall be deemed released as to a Unit in the event of the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Unit in connection with a foreclosure by the holder of a HUD- insured First Mortgage.

- 2. Lien and Promissory Note.
 - A. County shall have, and is hereby granted, a lien against a Unit ("County's Lien") to secure payment of any amounts due and owing County pursuant to this Covenant, including, but not limited to, all sales proceeds over and above the Maximum Sales Price. The County's Lien on the respective Unit shall be superior to all other liens and encumbrances except the following:
 - i. liens and encumbrances recorded prior to the recording of this Covenant;

- ii. real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts;
 - iii. liens given superior priority by operation of law; and
 - iv. the lien of any First Mortgage against a Unit.
- B. Recording of this Covenant constitutes record notice and perfection of the County's Lien. No further recordation of any claim of lien is required. By virtue of the County's Lien, County shall have all of the rights that a mortgage holder may have against a Unit, including, but not limited to, the right to judicially foreclose upon a Unit. The County shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of a Unit, as provided by C.R.S. 38-38-101 et seq. In addition, unless otherwise instructed by the County in writing, the Owner shall sign, acknowledge, and cooperate in the County's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a Promissory Note and Deed of Trust substantially in the form attached hereto as Exhibit D, in order to assure that the County receives notice and the opportunity to cure in the event of the foreclosure of the First Mortgage pursuant to this Article. The Promissory Note and Deed of Trust shall not alter the priority date of the County Lien as established herein.
- C. The sale or other Transfer of a Unit shall not affect the County Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The County Lien does not prohibit actions or suits to recover sums due pursuant to this Covenant, or to enforce the terms of this Covenant, or to prohibit the County from taking a deed in lieu of foreclosure.
- D. Upon request, the County shall agree to subordinate the County Lien and Promissory Note to a First Mortgage or deed of trust provided that the total principal indebtedness secured by those mortgages or deed of trust with priority over the County Lien shall not exceed ninety-seven percent (97%) of the current allowed Maximum Resale Price under this Covenant as of the date of subordination. To the extent that Exhibit D is inconsistent with this provision, the provisions of this Section 6.2.D. shall control.
3. County Option to Redeem.
- A. Notice of Default to the County. Within ten (10) days after Owner's receipt of any notice of default from a Mortgagee or the home owner's association governing the Unit, the Owner shall give written notice of such default to the County.
 - B. Foreclosure/County Option to Redeem. In the event of a foreclosure of a First Mortgage or the assessment lien of the home owner's association, the County or its authorized agent shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of a Unit that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 et seq., or any succeeding statute). The County shall have a right of redemption, purchase, and such

other rights as a lienor and holder of a deed of trust in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure.

- C. Upon Exercising Option. In the event that the County obtains title to a Unit pursuant to this Article 6, the County or its designee, may sell such Unit to a Qualified Owner, or rent such Unit to a Qualified Occupant.
4. Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Covenant shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of this Covenant, or (y) the period of the lives of the current duly elected and seated Commissioners of the County, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.
5. Notices. In the event of a foreclosure of a Unit, those parties noted below are to be given written notice of any foreclosure proceedings as part of any and all formal notification requirements pursuant to the foreclosure. Those parties are to include the County and the Summit Combined Housing Authority (SCHA) as provided for in Section 9.13 below.
6. Enforcement of This Restriction. Each Owner hereby grants and assigns to the County or its designee the right to review and enforce compliance with this Covenant. Compliance may be enforced by the County by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance), as well as a suit for damages; provided, however, in the event a Unit is financed by a HUD-insured First Mortgage and is sold in violation of this Covenant, such enforcement shall not include:
- i. acceleration of a mortgage;
 - ii. voiding a conveyance by an Owner;
 - iii. terminating an Owner's interest in a Unit; or
 - iv. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall the County have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief) or the right to sue for damages if the Owner of a Unit that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Article 6 hereof and if to do so would violate any existing or future requirement of HUD; it being understood, however, that in such event, the County shall retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse the County, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of a Unit; (ii) the right to prohibit an Owner from

retaining sales or rental proceeds collected or received in violation of this Covenant; and (iii) the option to purchase granted to the County in Article 6 hereof. Venue for a suit enforcing compliance shall be proper in the County and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Unit. As part of any enforcement action on the part of the County, the applicable Owner shall pay all court costs and reasonable legal fees incurred by the County or its agents, in connection with these claims, actions, liabilities or judgments, including an amount to pay for the time, if any, of the County's, or its agents' attorney fees spent on such claims at the rates generally charged for similar services by private practitioners within the County.

7. Injunctive and other Equitable Relief. Each Owner agrees that in the event of Owner's default under or non-compliance with the terms of this Covenant, the County shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Covenant; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of a Unit made in violation of this Covenant. Any equitable relief provided for in this Covenant may be sought singly or in combination with such legal remedies as the County may be entitled to, either pursuant to this Covenant, under the laws of the State of Colorado, or otherwise.

ARTICLE 8 **INSURANCE**

1. Owner Insurance Requirements. Each Owner, shall, in conjunction with the purchase or acquisition of a Unit, keep the Unit and its improvements now existing or hereafter erected, insured against loss or casualty by fire or hazards included within the term "extended coverage" in an amount equal to the replacement costs of returning the Unit to its condition prior to loss ("Property Insurance"). The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Owner subject to the County's right to reject the chosen carrier for objectively reasonable cause. All insurance policies and renewals thereof shall provide that the insurance carrier shall notify the County at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to the County by Owner at or before closing. The County shall have the right, but not the obligation, to request proof of insurance and/or continued coverage limits from the Owner by written request, at any such time(s) as the County deems appropriate. In the event of loss, Owner shall give prompt notice to the insurance carrier and the County. Insurance proceeds shall be applied to restoration or repair of the Unit damaged, provided such restoration or repair is economically feasible and the security of any existing deed of trust or mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of an existing deed of trust would be impaired, the insurance proceeds shall be applied to the sums secured by the deed of trust, with the excess, if any, paid to Owner.

ARTICLE 9
GENERAL PROVISIONS

1. Equal Housing Opportunity. Pursuant to the Fair Housing Act and the County's public policy, the County shall not discriminate on the basis of race, religion, creed, color, sex, national origin/ancestry, familial status (children under the age of 18 in the household), marital status, disability or sexual orientation (including transgender status) in the lease, sale, use or occupancy of a Unit.
2. Rules, Regulations, and Standards. The County shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein.
3. Interpretation. This Covenant shall be interpreted in accordance with the Summit County Affordable Housing Deed Restriction Guidelines, as such document may be amended from time to time, as which document shall be kept on file at the Summit County Housing Department or other successor agency or entity.
4. Waiver of Exemptions. Every Owner, by taking title to a Unit, shall be deemed to have subordinated to this Covenant any and all right of homestead and any other exemption in, or with respect to, such Unit under state or federal law presently existing or hereafter enacted.
5. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the County that such invalidated provision be severable.
6. Term. Subject to the termination and/or release provisions contained herein, the restrictions contained herein shall run with the land and bind the land in perpetuity.
7. Amendment. This Covenant may be amended only by an instrument recorded in the records of the County executed by the County and the then-Owner of a Unit; provided, however, the County reserves the right to unilaterally amend this Covenant without the approval or consent of any Owner, Mortgagee, or any other person or entity for the purpose of (a) making non-material changes (such as for correction of technical, typographical, or clerical errors), or for clarification of a statement; or (b) without regard to (a), if such amendment lessens the ownership, use, sales and lease restrictions placed upon the Owners as provided herein. The County may unilaterally execute and record such amendments at any time.
8. No Third Party Beneficiaries. This Covenant is made and entered into for the protection and benefit of the County and the Owner. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of a Unit, shall have any right of action with respect to this Covenant or right to claim any right or benefit from the terms provided in this Covenant or be deemed a third party beneficiary of this Covenant.

15. Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.
16. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.
17. Headings. Article and Section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
18. Signatures. Signatures to this Covenant may be in counterparts and by facsimile or scanned emailed document.

[Separate signature and Approval and Acceptance pages follow]

APPROVAL AND ACCEPTANCE

Summit County Board of County Commissioners

By: _____
Scott Vargo, County Manager

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the _____ day of _____, 20____, by Scott Vargo as County Manager, on behalf of the Summit County Board of County Commissioners, a body corporate and politic.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

EXHIBIT A

QUALIFIED CAPITAL IMPROVEMENTS SCHEDULE

EXHIBIT B
HUD GUIDELINES FOR SUMMIT COUNTY

EXHIBIT C

APPRECIATION LIMITING PROMISSORY NOTE (C-1) AND DEED OF TRUST (C-2)

EXHIBIT A

Permitted Capital Improvements

The Owner of a deed restricted unit may add to the resale amount outlined in restrictive covenant the cost of certain permitted qualified capital improvements and maintenance items (“QCI’s”). The specific QCI’s that are permitted by the County are outlined in Section 1 below. These QCI’s are allowed in a total amount not to exceed 10% of the initial purchase price over every consecutive ten (10) year period with a few exceptions. Section 2 provides the process for submitting QCI’s to county for approval and Section 3 provides the Depreciation Table.

Section 1-QCI’s Permitted by the County

QCI’s with No Depreciation:

- Structural addition or additions of livable space including bathrooms, bedrooms, exterior door, interior doors, baseboard, window casing, insulation and plumbing (excluding fixtures) garages (detached or attached) and a storage shed requiring a building permit.
- Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990 (adding or removing).

QCI’s depreciated on a 20-year schedule:

- Renewable energy systems*
- Energy efficiency home improvements* (i.e. high efficiency boilers, energy efficient windows)

* Items that are excluded from the 10% maximum allowed QCI

QCI’s depreciated on 10-year schedule:

- Countertops of similar spec level
- Cabinets including vanities
- Windows
- Hard flooring
- Hot water heater

QCI’s depreciated on 5-year schedule:

- Replaced kitchen appliances
- Washer and dryer (including stackable)
- Carpet including pad
- Permanent fitted window blinds
- Plumbing fixtures including sinks and toilets
- Light fixtures

Items which are NOT Qualifying Capital Improvements:

- All work performed without the issuance of a required building permit.
- Maintenance and replacement items handled by the HOA and paid for by HOA dues or assessments.
- Jacuzzis, saunas, steam showers, hot tubs, etc.
- Maintenance or improvements to existing fixtures, appliances, plumbing, and mechanical systems.
- Painting, cleaning, etc.
- Decorative items including window coverings, lamps and lighting not affixed to walls or ceilings, bath towel bars and hooks, etc.
- Interior paint
- Light bulbs, LED or other
- Cost of tools
- Equipment Rental
- Removable items not attached to the unit.

Section 2-Process for Submitting QCI's

The process for submitting QCI's is outlined below.

- a. QCI's shall be approved by the Summit County Housing Department and calculated in accordance with this Amended and Restated Deed Restriction Agreement for the Occupancy and Resale of Units at Ophir Mountain Village.
- b. The cost of certain QCI's may be included in a unit's Maximum Resale Price. QCI depreciate under various schedules including a 20-year depreciation schedule, a 10-year depreciation schedule, and a 5-year depreciation schedule. There are other items that have been identified that are not be considered QCI.

For an owner to request that QCI be added to the Maximum Resale Price, he or she must comply with the following:

- a. Obtain any required building permits or property owners' association approval. Any fees associated with a building permit or property association approval will not be included as a QCI.
- b. Upon completion of the work, the Housing Department requests the following:
 - i. Legible copies of receipts and invoices including proof of payment to a third party.
 - ii. Owners must retain original receipts and invoices.
- c. In calculating the costs allowed as QCI, only the owner's actual out of pocket costs and expenses will be eligible for inclusion. Such amount shall not include an amount attributable to owner's labor, unless the work performed is conducted by owner's bona fide business or within owner's professional area of expertise, in which case such work shall be appropriately invoiced at the time the work is completed at no more than the

average going rate for services of that kind. The value of the QCI will be added to the appreciated value of the unit at the time of sale. No appreciation is allowed on QCI.

- d. If an owner pays cash for improvements, the owner must provide third party documentation of payment. An owner must have an invoice for improvements, but if no such documentation of proof of cash payment can be produced, the Housing Department can inspect the improvement completed in the unit. Up to 75% of the documented invoice value may be included after an inspection, subject to depreciation, at the Housing Department's sole discretion.
- e. Other improvements to the Affordable Housing unit are allowed subject to all applicable rules, regulations, and permitting requirements, but adjustments to the Maximum Resale Price will only be given for QCI.
- f. The Housing Department may accelerate depreciation or exclude items if damaged beyond ordinary depreciation.

If a QCI included in the base price of the unit is removed or is no longer operational, the actual cost of the improvement shall be deducted from the base price. No other categories or types of expenditures may qualify as QCI unless pre-approved in writing by the Housing Department.

Section 3-Depreciation Table

| Schedule % of Cost | 20 Year Depreciation QCI | 10 Year Depreciation QCI | 5 Year Depreciation QCI |
|---------------------------|---|---|--|
| 100% | From completion to <24 months | From completion to <12 Months | From completion to <6 Months |
| 90% | 24 to <48 months | 12 to <24 Months | 6 to <12 Months |
| 80% | 48 to <72 months | 24 to <36 Months | 12 to <18 Months |
| 70% | 72 to <96 months | 36 to <48 Months | 18 to <24 Months |
| 60% | 96 to <120 months | 48 to <60 Months | 24 to <30 Months |
| 50% | 120 to <144 months | 60 to <72 Months | 30 to <36 Months |
| 40% | 144 to <168 months | 72 to <84 Months | 36 to <42 Months |
| 30% | 168 to <192 months | 84 to <96 Months | 42 to <48 Months |
| 20% | 192 to <216 months | 96 to <108 Months | 48 to <54 Months |
| 10% | 216 to <240 months | 108 to <120 Months | 54 to <60 Months |
| 0% | From 240 months and beyond | From 120 Months and beyond | From 60 Months and beyond |

Exhibit B

SCHA

2020 SUMMIT COUNTY AREA MEDIAN INCOME (AMI)

Figures in RED are directly from HUD 4/1/2020; other numbers have been extrapolated

AMIs

| Household size | HUD EXTREMELY LOW | | | HUD LOW | | TRUE | | | | | | | | | | | |
|----------------|----------------------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | INCOME | 50% | 60% | INCOME | 80% | 85% | 90% | 95% | 100% | 105% | 110% | 115% | 120% | 125% | 130% | 140% | 160% |
| 1 person | \$20,150 | \$33,600 | \$40,320 | \$53,700 | \$53,760 | \$57,120 | \$60,480 | \$63,840 | \$67,200 | \$70,560 | \$73,920 | \$77,280 | \$80,640 | \$84,000 | \$87,360 | \$94,080 | \$107,520 |
| 1.5 person | \$21,575 | \$36,000 | \$43,200 | \$57,550 | \$57,600 | \$61,200 | \$64,800 | \$68,400 | \$72,000 | \$75,600 | \$79,200 | \$82,800 | \$86,400 | \$90,000 | \$93,600 | \$100,800 | \$115,200 |
| 2 person | \$23,000 | \$38,400 | \$46,080 | \$61,400 | \$61,440 | \$65,280 | \$69,120 | \$72,960 | \$76,800 | \$80,640 | \$84,480 | \$88,320 | \$92,160 | \$96,000 | \$99,840 | \$107,520 | \$122,880 |
| 3 person | \$25,900 | \$43,200 | \$51,840 | \$69,050 | \$69,120 | \$73,440 | \$77,760 | \$82,080 | \$86,400 | \$90,720 | \$95,040 | \$99,360 | \$103,680 | \$108,000 | \$112,320 | \$120,960 | \$138,240 |
| 4 person | \$28,750 | \$47,950 | \$57,540 | \$76,700 | \$76,720 | \$81,515 | \$86,310 | \$91,105 | \$95,900 | \$100,695 | \$105,490 | \$110,285 | \$115,080 | \$119,875 | \$124,670 | \$134,260 | \$153,440 |
| 4.5 person | \$29,900 | \$49,875 | \$59,850 | \$79,775 | \$79,800 | \$84,788 | \$89,775 | \$94,763 | \$99,750 | \$104,738 | \$109,725 | \$114,713 | \$119,700 | \$124,688 | \$129,675 | \$139,650 | \$159,600 |
| 5 person | \$31,050 | \$51,800 | \$62,160 | \$82,850 | \$82,880 | \$88,060 | \$93,240 | \$98,420 | \$103,600 | \$108,780 | \$113,960 | \$119,140 | \$124,320 | \$129,500 | \$134,680 | \$145,040 | \$165,760 |
| 6 person | \$35,160 | \$55,650 | \$66,780 | \$89,000 | \$89,040 | \$94,605 | \$100,170 | \$105,735 | \$111,300 | \$116,865 | \$122,430 | \$127,995 | \$133,560 | \$139,125 | \$144,690 | \$155,820 | \$178,080 |
| 7 person | \$39,640 | \$59,500 | \$71,400 | \$95,150 | \$95,200 | \$101,150 | \$107,100 | \$113,050 | \$119,000 | \$124,950 | \$130,900 | \$136,850 | \$142,800 | \$148,750 | \$154,700 | \$166,600 | \$190,400 |
| 8 person | \$44,120 | \$63,300 | \$75,960 | \$101,250 | \$101,280 | \$107,610 | \$113,940 | \$120,270 | \$126,600 | \$132,930 | \$139,260 | \$145,590 | \$151,920 | \$158,250 | \$164,580 | \$177,240 | \$202,560 |

Rentals

Maximum affordable monthly rent

Assumes affordability = 30% of monthly household income

Maximum affordable monthly rent amounts should also include the following utilities: electric, gas, water, sewer, trash, & snow removal

| Unit Size | HUD EXTREMELY LOW | | | HUD LOW | | TRUE | | | | | | | | | | | |
|--------------------|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | INCOME | 50% | 60% | INCOME | 80% | 85% | 90% | 95% | 100% | 105% | 110% | 115% | 120% | 125% | 130% | 140% | 160% |
| Studio (1 person) | \$503.75 | \$840.00 | \$1,008.00 | \$1,342.50 | \$1,344.00 | \$1,428.00 | \$1,512.00 | \$1,596.00 | \$1,680.00 | \$1,764.00 | \$1,848.00 | \$1,932.00 | \$2,016.00 | \$2,100.00 | \$2,184.00 | \$2,352.00 | \$2,688.00 |
| 1 bed (1.5 person) | \$539.38 | \$900.00 | \$1,080.00 | \$1,438.75 | \$1,440.00 | \$1,530.00 | \$1,620.00 | \$1,710.00 | \$1,800.00 | \$1,890.00 | \$1,980.00 | \$2,070.00 | \$2,160.00 | \$2,250.00 | \$2,340.00 | \$2,520.00 | \$2,880.00 |
| 2 bed (3 person) | \$647.50 | \$1,080.00 | \$1,296.00 | \$1,726.25 | \$1,728.00 | \$1,836.00 | \$1,944.00 | \$2,052.00 | \$2,160.00 | \$2,268.00 | \$2,376.00 | \$2,484.00 | \$2,592.00 | \$2,700.00 | \$2,808.00 | \$3,024.00 | \$3,456.00 |
| 3 bed (4.5 person) | \$747.50 | \$1,246.88 | \$1,496.25 | \$1,994.38 | \$1,995.00 | \$2,119.69 | \$2,244.38 | \$2,369.06 | \$2,493.75 | \$2,618.44 | \$2,743.13 | \$2,867.81 | \$2,992.50 | \$3,117.19 | \$3,241.88 | \$3,491.25 | \$3,990.00 |
| 4 bed (6 person) | \$879.00 | \$1,391.25 | \$1,669.50 | \$2,225.00 | \$2,226.00 | \$2,365.13 | \$2,504.25 | \$2,643.38 | \$2,782.50 | \$2,921.63 | \$3,060.75 | \$3,199.88 | \$3,339.00 | \$3,478.13 | \$3,617.25 | \$3,895.50 | \$4,452.00 |

For Sale

Maximum Monthly Principal & Interest Payment

Based on the affordable monthly rent amounts above, less a \$350 allowance to cover taxes, insurance, and HOA dues

| Unit Size | HUD EXTREMELY LOW | | | HUD LOW | | TRUE | | | | | | | | | | | |
|--------------------|----------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | INCOME | 50% | 60% | INCOME | 80% | 85% | 90% | 95% | 100% | 105% | 110% | 115% | 120% | 125% | 130% | 140% | 160% |
| Studio (1 person) | \$153.75 | \$490.00 | \$658.00 | \$992.50 | \$994.00 | \$1,078.00 | \$1,162.00 | \$1,246.00 | \$1,330.00 | \$1,414.00 | \$1,498.00 | \$1,582.00 | \$1,666.00 | \$1,750.00 | \$1,834.00 | \$2,002.00 | \$2,338.00 |
| 1 bed (1.5 person) | \$189.38 | \$550.00 | \$730.00 | \$1,088.75 | \$1,090.00 | \$1,180.00 | \$1,270.00 | \$1,360.00 | \$1,450.00 | \$1,540.00 | \$1,630.00 | \$1,720.00 | \$1,810.00 | \$1,900.00 | \$1,990.00 | \$2,170.00 | \$2,530.00 |
| 2 bed (3 person) | \$297.50 | \$730.00 | \$946.00 | \$1,376.25 | \$1,378.00 | \$1,486.00 | \$1,594.00 | \$1,702.00 | \$1,810.00 | \$1,918.00 | \$2,026.00 | \$2,134.00 | \$2,242.00 | \$2,350.00 | \$2,458.00 | \$2,674.00 | \$3,106.00 |
| 3 bed (4.5 person) | \$397.50 | \$896.88 | \$1,146.25 | \$1,644.38 | \$1,645.00 | \$1,769.69 | \$1,894.38 | \$2,019.06 | \$2,143.75 | \$2,268.44 | \$2,393.13 | \$2,517.81 | \$2,642.50 | \$2,767.19 | \$2,891.88 | \$3,141.25 | \$3,640.00 |
| 4 bed (6 person) | \$529.00 | \$1,041.25 | \$1,319.50 | \$1,875.00 | \$1,876.00 | \$2,015.13 | \$2,154.25 | \$2,293.38 | \$2,432.50 | \$2,571.63 | \$2,710.75 | \$2,849.88 | \$2,989.00 | \$3,128.13 | \$3,267.25 | \$3,545.50 | \$4,102.00 |

Maximum Sales Prices

Assumes interest rate of 5.59%, 30 year loan term, and 90% loan-to-value (Interest rate is the Freddie Mac 10-year trailing average for 2010-2019)

| Unit Size | HUD EXTREMELY LOW | | | HUD LOW | | TRUE | | | | | | | | | | | |
|--------------------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | INCOME | 50% | 60% | INCOME | 80% | 85% | 90% | 95% | 100% | 105% | 110% | 115% | 120% | 125% | 130% | 140% | 160% |
| Studio (1 person) | \$29,791 | \$94,942 | \$127,494 | \$192,306 | \$192,597 | \$208,873 | \$225,149 | \$241,424 | \$257,700 | \$273,976 | \$290,252 | \$306,528 | \$322,803 | \$339,079 | \$355,355 | \$387,907 | \$453,010 |
| 1 bed (1.5 person) | \$36,693 | \$106,568 | \$141,444 | \$210,956 | \$211,198 | \$228,636 | \$246,075 | \$263,513 | \$280,951 | \$298,390 | \$315,828 | \$333,266 | \$350,705 | \$368,143 | \$385,581 | \$420,458 | \$490,212 |
| 2 bed (3 person) | \$57,643 | \$141,444 | \$183,296 | \$266,662 | \$267,001 | \$287,927 | \$308,853 | \$329,779 | \$350,705 | \$371,631 | \$392,557 | \$413,483 | \$434,409 | \$455,335 | \$476,261 | \$518,113 | \$601,817 |
| 3 bed (4.5 person) | \$77,019 | \$173,778 | \$222,097 | \$318,613 | \$318,734 | \$342,894 | \$367,053 | \$391,213 | \$415,372 | \$439,531 | \$463,691 | \$487,850 | \$512,009 | \$536,169 | \$560,328 | \$608,647 | \$705,285 |
| 4 bed (6 person) | \$102,499 | \$201,752 | \$255,666 | \$363,299 | \$363,493 | \$390,450 | \$417,406 | \$444,363 | \$471,320 | \$498,277 | \$525,234 | \$552,190 | \$579,147 | \$606,104 | \$633,061 | \$686,974 | \$794,802 |

Effective 4/1/2020

THESE FIGURES ARE SUBJECT TO CHANGE WITHOUT NOTICE

EXHIBIT C-1

APPRECIATION LIMITING PROMISSORY NOTE

(Melody Lodge Cabin # __)

(the "Note")

Date

FOR VALUE RECEIVED, _____ (the "Maker"), jointly and severally if more than one, promises to pay to the order of SUMMIT COUNTY, P.O. Box 68, Breckenridge, CO 80424 ("County"), fifteen (15) days after written demand for payment ("Due Date"), all sums that become due to County from Maker after the date of this Note under the "Restrictive Housing Covenant And Notice Of Lien For Cabin #1 And Cabin #2 Of Melody Lodge Cabins PUD", Summit County, Colorado," dated _____ and recorded _____ under Reception No. _____ of the records of the Clerk and Recorder of Summit County, Colorado.

This Note shall not bear interest until the Due Date. If this Note is not paid on or before the Due Date, it shall thereafter bear interest at the rate of eighteen percent (18%) per annum from the Due Date until fully paid.

The Maker and any surety, guarantor, and endorser of this Note, jointly and severally, hereby waive notice of, and consent to any and all extensions of this Note or any part thereof without notice and each hereby waives demand, presentment for payment, notice of nonpayment and protest, and any and all notice of whatever kind or nature.

No waiver by the County of any one or more of the terms and conditions herein contained shall be deemed a waiver of the other terms and conditions herein contained; nor shall any such waiver be considered for any reason as continuing or perpetual in nature.

This Note is secured by a deed of trust on the following real property located in Summit County, Colorado:

MELODY LODGE CABIN # __

According to the plat of Melody Lodge Cabins P.U.D. recorded on March 12, 2007 at Rec. No. 849370., and according to the Restrictive Housing Covenant And Notice Of Lien For Cabin #1 And Cabin #2 Of Melody Lodge Cabins PUD recorded at _____ on _____ and any and all Amendments and/or Supplements thereto,

The undersigned hereby acknowledges receipt of a true copy of this Note.

Maker

Maker

EXHIBIT C-2

Deed of Trust

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL
COUNSEL

THIS IS A LEGAL INSTRUMENT IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL
SHOULD BE CONSULTED BEFORE SIGNING

DEED OF TRUST

(Melody Lodge Cabins)

THIS DEED OF TRUST is made this ___ day of _____, between
_____ (Borrower), whose address is _____ and
the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the
benefit of the SUMMIT COUNTY (Lender), whose address is P.O. Box 68, Breckenridge, CO 80424.

Borrower and Lender covenant and agree as follows:

Property is Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein
created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property
located in the County of Summit, State of Colorado:

Melody Lodge Cabin # __, according to the plat of Melody Lodge Cabins P.U.D. recorded on March
12, 2007 at Rec. No. 849370.

Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender Borrower's obligations
as set forth in the Appreciation Limiting Promissory Note of even date herewith. Without limiting the
generality of the preceding sentence, this Deed of Trust secures Borrower's obligations to Lender as set
forth in the Restrictive Housing Covenant and Notice of Lien for Cabin #1 And Cabin #2 of Melody Lodge
Cabins PUD, Summit County Colorado, dated _____, and recorded _____,
under Reception No. _____ of the records of the Clerk and Recorder of Summit County,
Colorado.

Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on Leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership, or occupancy of the Property.

Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

any general or special taxes or ditch or water assessments levied or accruing against the Property;
the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
sums due on any prior lien or encumbrance on the Property; if the Property is a leasehold or is subject to a lease, all sums due under such lease; the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase; all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and such other costs and expenses which may be authorized by the court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from the Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any actions hereunder.

Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

Remedies Cumulative. Each Remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 18 Transfer of the Property; Assumption. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

Notice. Except for any notice required by law to be given in another manner: (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, an (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class mail, addressed to Lender at Lender's address stated herein or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower and Lender when given in any manner designated herein.

Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

Acceleration: Foreclosure: Other Remedies. Except as provided in paragraph 18 Transfer of Property; Assumption, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 5 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give notice to Borrower of Borrower's rights as provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county for which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the Purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order; (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payment due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, the Lender, upon notice in accordance with paragraph 12 (Notice) from Borrower to Lender, shall obtain , at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemptions in the Property under state or federal law presently existing or hereafter enacted.

Transfer of Property; Assumption. The following events shall be referred to herein as a "Transfer": (1) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial

interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (1) the creation of the lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interests for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration). If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 18 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be stopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER:

STATE OF)

)ss

COUNTY OF)

The foregoing instrument was acknowledged before this _____ day of _____, 20__ by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Lori Dwyer

Subject: FW: Melody Lodge comments

From: amdjmt@juno.com <amdjmt@juno.com>
Sent: Friday, September 04, 2020 9:54 AM
To: Dan Osborn <Dan.Osborn@summitcountyco.gov>
Cc: melodylg@colorado.net
Subject: Melody Lodge comments

Dear Mr. Osborn:

I was on the call on 8/25/20 when you and Deb Michener spoke about the cabins (nos. 1 and 2) to be labeled affordable housing, and here are my thoughts on what happened during that call:

1. The local phone number for those cabins begins with 468, while the rest of Heeney "proper" begins with 724. This is because Melody Lodge is 6 miles south of Heeney and therefore 17 miles out of Silverthorne, not 23 miles, so Melody Lodge is closer to Silverthorne than Heeney and should not be lumped into Heeney as such.
2. The lack of transportation, schooling, etc., is far from being the fault of the Micheners. Those all would be the fault of the county. Although we pay taxes for the Summit Stage and would enjoy taking advantage of what we pay for, we've never been able to take the Summit Stage to or from Heeney due to the lack of opportunity to do so. In addition, kids in Heeney have the option to go to Summit County or Grand County schools, and in my 31 years of living here, I've seen both occur to this day. They are not too far away to go either direction. Lastly, most people in Heeney travel south to the other end of the county to work, and this has also occurred for the last 31 years and continues to this day.
3. Because you came into that meeting with a few words on one document that needed changing and the meeting devolved into questions from someone who has never even seen the cabins in question or been anywhere near Heeney in the last 12 years, I feel that the commissioner with all the questions should recuse herself from the discussion because she knows nothing about it and only had the questions she had due to lack of understanding of the property and of reading your documents before the meeting as was required/requested.

I fully support the finalizing of the documents on 9/8/20 and granting the listing of cabins 1 and 2 to be affordable housing because all we hear from the commissioners is how more affordable housing is needed in this county, and these cabins comply. After 14 months of working on this, I know you have done your job and the Micheners have done theirs to dot all the i's and cross all the t's to the satisfaction of all involved, and one lame duck person should not be able to undo all of that hard work.

Thank you, and feel free to call me with any questions about the issue at hand.

Sincerely,
Ann Marie Damian
970-389-6309