



Grand Lake Planning Commission

Wednesday, February 15, 2023 at 6:30 PM

Town Hall - 1026 Park Ave. * Participation In-Person Only*

*The Town of Grand Lake upholds the Six Pillars of Character:
Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring*

AGENDA

1. Call to Order
2. Roll Call
3. Consideration to approve Meeting Minutes
4. Unscheduled Citizen Participation
This time is reserved for members of the public to make a presentation to the Commission on items or issues that are not scheduled on the agenda. The Commission will not make any decisions on items presented during this time.
5. Conflicts of Interest
6. Items of Business
 - A. Quasi-Judicial Public Hearing:** Daven Haven Planned Development Amendment #3, Continued from 02-01-2023
7. Items for Discussion
 - B.** 2020 Comprehensive Land Use Plan item review
8. Future Agenda Items
 - C.** CHFA-TA Update for Mary Drive Parcel
9. Adjourn Meeting

For live streaming (listening only) scan the QR code.
You will not be able to actively participate via the web streaming.



You can also dial in using your phone. 1 (719) 359-4580
Meeting ID: 936 7288 8470
Access Code: 141859



Date: February 15th, 2023

To: Chairman Shockey and the Planning Commission

From Kim White, Community Development Director

RE: **Quasi-Judicial Public Hearing:** Daven Haven Planned Development Amendment #3, Continued from 02-01-2023

Purpose

The Town has received a request for an Amended Final Plat and Development Plan for the Daven Haven Cottages Planned Development. The request proposes to subdivide the property to allow for an additional parcel, parcel 5, to construct a new residence and modifies parcel lines within the Planned Development. The Barnes Family Trust is the applicant represented by Carey and Gregory Barnes. A copy of the Third Amendment Plat is attached.

The Daven Haven Planned Development (PD) consists of 2.44 acres. The PD includes a lodge building, accessory structures (laundry building, maintenance building, numerous sheds, a gazebo), and 12 residential cabins with area for open space, parking and snow storage. The underlying zone district for this PD is Resort.

Additionally, the current location of the concrete pad for the Trash is located partially on the town ROW on Cairns Ave. This item can be included during this hearing and to allow the Trash encroachment to remain, would require the approval of an encroachment license.

Project Amendment History

The subject property was included as a part of the Marina Drive Minor Subdivision platted July 10, 2000 . A brief amendment history is provided in the table below.

2001	Marina Dive Minor Subdivision (REC 2002-007243)	Subdivide 4+ acres into 3 parcels		Easement for Structural Encroachment into Public ROW Ordinance 13-2001	
2002	Daven Haven Cottages Planned Development (REC 2008-007245)	Subdivide and create PD "overlay" (Resort zoning designation)	Planned Development Plan Ord 4-2002 FDP for PD	Subdivide Parcel 3 (2.4 acres) into two parcels, 18-unit townhouses (Parcel 3) Lodge (Parcel 4).	SIA for public improvements to Cairns Ave, Marina Drive internal road and parking area, water sewer and hydrants. replace pool with gazebo as GCE
2008	Daven Haven Cottages Planned Development (REC 2008-011705)	First amendment		Removed future cabin sites	



2011	Daven Haven Cottages 2 nd Amendment (REC 2012-002995)	Second amendment	PC Resolution No. 13-2011	Define parcel boundaries for 3 and 4.	Subdivide land for Lodge (parcel 4 (.39 acres)) and reduce land for cabins / HOA (parcel 3 - 2.05 acres) removal of garages increased snow storage area.	
2012	Correction Plat Daven Haven Cottages (REC 2012-009954)	Correct previous plat errors		Correct building dimensional and site data errors	Amended and restated decs (cap of 12 units) .	Parking for lodge – 20 spaces Parking for cabins – 24 (two /cabin)
2023	3 rd Amended final Plat Daven Haven Cottages			Applicant needs to provide info. Include stated purpose for replat.	Need clarification Status of Mutual Easement Agreement	

Notice of Hearing

Legal Notice was published in the Middle Park Times on December 29th, 2022 advertising the date and time of this Hearing. Additionally, 16 certified mailings were sent, return receipt requested, to property owners within 200’ of the subject parcel on December 23, 2022. As of the date of this memo 11 adjacent property owners have signed as having received the notice. No formal comments have been received.

Per the Code, amendments to previously approved plats and plans are to be made by the Board of Trustees with recommendation by the Planning Commission. Amendments shall be considered as a new development application and shall follow the provisions for standards and specifications set forth in the Code. (§12-9-7). If an application is deemed incomplete, after the deadline for submission, the application should not be heard by the Planning Commission.

Staff Recommendation

Per the Code, the Commission is to make a recommendation to the Town Board of Trustees regarding the proposed amendment. The Commission opened the Public Hearing on January 18th, 2023. No public Comment was taken at that time. The Commission shall continue the Public Hearing by taking public comment and close the Public Hearing prior to turning the matter over to the Commission for Commission discussion and action.



Staff's review of the request finds that all of the requirements for the amendment of the plat are complete except one item (item "a" below). Per the Municipal Code (12-2-25) "Lienholder consent shall be required and the Town will not approve a Final PD Plan without such consent." The applicant shall notice all owners, including the lienholders, about the change in the planned development. The owner has stated that notices are sent to the lienholders, but the responses have not been received to date. All other property owners have given permission to move forward with the amendment to the planned development.

Staff recommends that the Planning Commission review the items and discuss any items it deems incomplete or in need of more information. If all items meet the guidelines of the municipal code for completion, staff recommends a favorable motion with the condition that the applicant provide Staff with proof of consent from the lienholders prior to March 6th, 2023.

Required Information

- a. The Barnes Family Trust is not the sole owner of the area that is included in this application request to amend the Daven Haven subdivision and development plan. A statement of ownership is required. Provide **all** the property owners, including any **lien holders and parties having a real interest in the property**. This amendment requires owners authorization and signatures. If owners are represented by a power of attorney having signature authorization provide the supporting documents stating power to sign. (including the HOA) *Leinholder consent has not been acquired.*
- b. Provide a Current Title Commitment – *Parcel 4 received*, missing parcel 3 – *up-to-date Owner and Encumbrances has been received for all properties associated with the Planned Development.*
- c. Provide a narrative description of the character of the proposed development; goals and objectives; explanation of the rationale behind the request, explanation of conformance to the Comprehensive Plan. *-Received*
- d. A description of the existing conditions and proposed changes. Identify any improvements necessary for access, open space Clarify anticipated legal treatment of common ownership and maintenance of said open space areas. *- Received*
- e. A description of proposed covenants, grants of easements or other restrictions to be imposed upon the use of the land, including common open spaces, buildings and other structures within the development. *- Received*
- f. Quantitative data for the following: total number and type of dwelling units; parcel size; proposed lot coverage of buildings and structures; gross and net residential, commercial densities; total amount of open space (separates figures for usable or improved open space); total amount of non-residential construction (including a separate figure for commercial,) with the amount of open space associated. *- Received*
- g. Add Note documenting the proposed maximum height of all buildings. *-agreed during original PD negotiations in 2001 (PC resolution 02-2001)*



- h. Add Note referencing proof of legal, appropriated private water rights and/or source of proposed water service. **-determined in 1996-2001 hearings**
- i. Add Note referencing proof of sewer service availability and service provider. Follow technical drawing requirements per Code. **- Received**
- j. Name of the proposed development shown on a vicinity locator map at a legible scale. **- Received**
- k. Graphic depicting Site conditions [including contours at two foot (2') or less intervals, water courses, flood plains (i.e., 100 year), unique natural features, and vegetation cover]. **- grading and vegetation not shown on plat.**
- l. The location and floor size of all existing and proposed buildings, structures, and other improvements including maximum heights, types of dwelling units, density per type, and non-residential structures, including non-residential facilities. **-location and type of existing buildings shown. Proposed buildings on parcel 5 not designed at time of plat, however restrictions have been listed on the plat for future construction with a max height (28'), minimum setback from Cairns (10') and maximum density (1 Single family structure), underlying zoning of Resort.**
- m. Clearly identify the location and size in acres or square feet of all areas to be conveyed, dedicated or reserved as common open spaces, public open spaces or parks, recreational areas, and similar public and quasi-public uses. **General common elements shown**
- n. Clearly identify the proposed circulation system of streets and ways including pedestrian and bicycle paths, off-street parking areas, loading areas, and major points of access to public rights-of-way (including major points of ingress and egress to the development). **- Easement/maintenance agreement updated.**
- o. Notations of proposed ownership - public or private - should be included where appropriate. **- Received**
- p. Add Information on land areas adjacent to the proposed Planned Development including land uses, zoning classifications, unique natural features of the landscape? **- neighboring properties shown**
- q. Add the existing and proposed utility systems and easements including sanitary sewers, storm sewers, and water, electric, gas and telephone lines **-shown in 1996-2001 hearings**
- r. A landscape plan indicating the treatment and materials used for open spaces, and a revegetation plan showing treatment of disturbed areas. **-determined in 1996-2001 hearings**
- s. Add any proposed treatment of the perimeter of the Planned Development, including materials and techniques used such as screens, fences and walls **-determined in 1996-2001 hearings**
- t. The snow removal and storage plan. **Meets code standards.**
- u. The applicant shall provide an address mylar (14" x 18" black line) that includes the following:
address(es) as assigned by the Town of Grand Lake, north arrow, name of the development, identification of legal description (lot & block, parcel, unit, etc.), road names and adjoining subdivisions, for the Grand County Department of Planning and Zoning. **-PDF received, to be printed prior to Board Hearing**



- v. The applicant shall provide a closure sheet including (lots with dimensions and ties to monumentation, bearings and distances, - *Received*

- 1. Add a general note that the Daven Haven Planned Development final plan and subdivision plat have been combined with this application. -*Complete*
- 2. Provide the updated ingress/egress provisions and maintenance of Daven Haven Lane/Cottage Drive. -*Complete*
- 3. Mutual Easement Agreement (Rec #2012003170) has been updated and is noted on the plat. The HOA covenants have been updated and are included. -*Complete* Both documents will need to be recorded. Applicant is responsible for all recording fees.
- 4. Planning Commission Signature Block has been added. -*Complete*
- 5. HOA signature block has been added. -*Complete*
- 6. A statement of consent stating the owners and members of the HOA have agreed to allow the single signature block has been received by Staff.
- 7. A Purpose statement has been added to the plat. -*Complete*
- 8. Amendment History of the property is listed on the plat. -*Complete*
- 9. Lodge Trash has been added to parcel 4, requires an encroachment license. **Previous encroachment license denied in 2010 (See information attached with Resolution 15-2010).**
- 10. Reference to Lodge building encroachment ordinance 13-2011 is on the plat. -*Complete*
- 11. Underlying zoning of Resort District noted on the plat. -*Complete*
- 12. Conditions of height limit of "28'" (PC resolution 02-2001), side and rear setbacks set by code, except where existing buildings are currently located, has been added. -*Complete*

Motion

After closing the Public Hearing, the Commission may make the following motion:

- Planning Commission moves to have Staff work with the attorney to draft a Resolution to Recommend the Daven Haven Planned Development 3rd amendment with the following conditions:
 - 1) that proof of lienholder consent is received by staff prior to the Board of Trustees Hearing.
 - 2) The Applicant acquire an encroachment agreement for the Trash located partially in the Town Right of Way.
 - 3) _____

OR

- Move to continue the matter- move to gather more information and continue the Planning Commission's review until the Commission is ready to make a recommendation to the Town Board

OR

- Motion to Deny the Daven Haven Planned Development 3rd amendment based on the following: _____

I, the owner of the Lot shown next to my name at Daven Haven, authorize Carey A. Barnes to sign on my behalf whatever document(s) the Town of Grand Lake needs for the purpose of agreeing to all adjustments noted on the 3RD AMENDED FINAL PLAT DAVEN HAVEN COTTAGES, PARCELS 3, 4 & 5, according to the Plat thereof filed _____ as Reception No. _____, and the Amendment to Mutual Easement Agreement. This authorization is from myself individually and as a member of the Daven Haven Cabins Owners Association, a Colorado non-profit corporation. We, the members of that Association, agree to allow the single signature block on that plat for the Association.

I also authorize a representative of the Town of Grand Lake to fill in the recording information when that plat is recorded at Grand County.

CTM signature by
Bruce Appel

Bruce Appel

CTM signature by
Joelle Appel

Joelle Appel

Owners of Lot 28

CTM signature by
Christopher Whitney Mandel

Christopher Whitney Mandel

Owner of Lot 29

CTM signature by
Cecil Jones

604 Marina Dr., #30, LLC
by Cecil Jones

CTM signature by
Claudia Dreiling

604 Marina Dr., #30, LLC
by Claudia Dreiling

Owners of Lot 30

CTM signature by
Daniel A. Debacco

Daniel A. Debacco

CTM signature by
Katrina M. Debacco

Katrina M. Debacco

Owners of Lot 31

CTM signature by
John H. Schreuder

John H. Schreuder

CTM signature by
Rebecca A. Schreuder

Rebecca A. Schreuder

Owners of Lot 34

CTM signature by
Cecil Jones

604 Marina Dr., #36
by Cecil Jones

CTM signature by
Claudia Dreiling

604 Marina Dr., #36
by Claudia Dreiling

Owners of Lot 36

CTM signature by
Christine L. Stanley

Christine L. Stanley

Owner of Lot 38

CTM signature by
Greg A. Barnes

Barnes Family Trust dated 01-29-2018
by Gregory A. Barnes

CTM signature by
Carey A. Barnes

Barnes Family Trust dated 01-29-2018
by Carey A. Barnes

Owners of Lots 27, 32, 33, 35, 37



Certificate of Completion

Document Information

Document Number: 8a0e2645-dc68-479f-b8a2-615c0853333ea
 Document Name: Unsigned HOA form
 Date Created: 1/28/2023 11:48:07 AM (MST)
 Date Modified: 2/7/2023 9:09:00 PM (MST)
 Document Owner: Donna Ready
 Signatures: 14

Signatures/Initials

Bruce Appel

Signed: 2/7/2023 8:09:05 PM (MST)
 IP Address: 98.55.109.60

CTM eSignature by:
Bruce Appel
 eece1773-473d-4668-a53f-40bfb4ea1e76

Joelle Appel

Signed: 2/7/2023 9:08:59 PM (MST)
 IP Address: 98.55.109.60

CTM eSignature by:
Joelle Appel
 7079859d-2967-40a9-b540-b4f736b0bac0

Christopher Whitney Mandel

Signed: 1/29/2023 11:12:56 AM (MST)
 IP Address: 172.58.242.120

CTM eSignature by:
Christopher Whitney Mandel
 81ab911c-92eb-4178-9e65-842e5c3860a3

Cecil Jones

Signed: 1/30/2023 1:05:46 PM (MST)
 IP Address: 76.154.112.147

CTM eSignature by:
Cecil Jones
 94d44c6a-b297-4bc7-9698-4f2853e1ea73

Claudia Dreiling

Signed: 1/30/2023 1:08:10 PM (MST)
 IP Address: 76.154.112.147

CTM eSignature by:
Claudia Dreiling
 013d0b4b-07d8-4ec5-80f8-9c3b7e9372ff

Daniel A. Debacco

Signed: 2/7/2023 11:23:17 AM (MST)
 IP Address: 71.205.228.240

CTM eSignature by:
Daniel A. Debacco
 0076caa7-76e5-43cc-b600-18b2fba48ac0

Katrina M. Debacco

Signed: 2/7/2023 11:22:41 AM (MST)
 IP Address: 71.205.228.240

CTM eSignature by:
Katrina M. Debacco
 4f3474ba-1aea-4b74-bc8e-c7f0844d55d5

Cecil Jones

Signed: 1/30/2023 1:06:59 PM (MST)
IP Address: 76.154.112.147

Section 6, Item A.

CTM eSignature by:
Cecil Jones
283d37bf-697d-45a7-ac55-210965ba8c07

Claudia Dreiling
Signed: 1/30/2023 1:10:07 PM (MST)
IP Address: 76.154.112.147

CTM eSignature by:
Claudia Dreiling
20b873c1-5996-45ba-a86e-2965b210485c

Christine L. Stanley
Signed: 2/7/2023 10:57:57 AM (MST)
IP Address: 75.71.153.161

CTM eSignature by:
Christine L. Stanley
a9725002-d3ce-4015-a8d2-fa7f7ee0c9af

Greg A. Barnes
Signed: 2/7/2023 8:06:01 AM (MST)
IP Address: 174.26.16.35

CTM eSignature by:
Greg A. Barnes
1b419a76-d55d-476e-9c01-aaffd186bbc0

John H. Schreuder
Signed: 2/4/2023 2:30:51 PM (MST)
IP Address: 97.118.125.117

CTM eSignature by:
John H. Schreuder
4d51147f-cc7f-4257-ab07-63b2cd1ac0c7

Carey A. Barnes
Signed: 2/7/2023 8:06:37 AM (MST)
IP Address: 174.26.16.35

CTM eSignature by:
Carey A. Barnes
33688e4e-eba5-4d7d-9473-b195dfeaa75a

Rebecca A. Schreuder
Signed: 2/4/2023 2:33:53 PM (MST)
IP Address: 97.118.125.117

CTM eSignature by:
Rebecca A. Schreuder
8739749b-bb43-4e74-9319-ed5816476c45

Digitally signed by CTM Software Corporation
Reason: Document Validation, Timestamped by Symantec
Location: Wheat Ridge, Colorado

AMENDMENT TO
MUTUAL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO MUTUAL EASEMENT AGREEMENT is entered into this _____ day of _____, 2023, by and between Gregory A. Barnes and Carey A. Barnes, P.O. Box 1528, Grand Lake, CO 80447 (hereinafter collectively referred to as the Barnes), and Daven Haven Cabins Owners Association, a Colorado non-profit corporation, P.O. Box 1528, Grand Lake, CO 80447 (hereinafter referred to as the Association).

WHEREAS, Barnes is the owner of property situate in Grand County, Colorado, described as Tract 4, Daven Haven Cabins, Town of Grand Lake, according to the Correction Plat of Daven Haven Cabins, formerly known as Daven Haven Cottages recorded December 21, 2012, at Reception No. 2012009954 of the records of the Clerk and Recorder of Grand County, Colorado, (the Barnes' Property); and

WHEREAS, the Association is the owner of property situate in Grand County, Colorado, described as all of the property, including, without limitation, Open Space, General Common Elements and Limited Common Elements, and EXCLUDING THE UNITS, described in the Correction Plat for Daven Haven Cabins, formerly known as Daven Haven Cottages recorded December 21, 2012, at Reception No. 2012009954 of the records of the Clerk and Recorder of Grand County, Colorado (the Association's Property); and

WHEREAS, the Barnes and the Association entered into that certain Mutual Easement Agreement recorded April 30, 2012, at Reception No. 2012003170 of the records of the Clerk and Recorder of Grand County, Colorado, for the use and maintenance of the driveway known as "Daven Haven Lane"; and

WHEREAS, the Barnes now intend to split the Barnes' Property into two separate parcels to be known as Parcel 4 and Parcel 5 as more fully described in the 3rd Amended Final Plat Daven Haven Cabins recorded _____ at Reception No. _____ of the real estate records of the Clerk and Recorder of Grand County, Colorado; and

WHEREAS, the parties desire to enter into this First Amendment to include the newly created Parcel 5 in the shared use, maintenance and upkeep of the driveway as hereinbelow provided for; and

NOW, THEREFORE, in consideration of the premises above set forth and for the mutual benefits to be derived by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Barnes GRANTS to the Association a perpetual, non-exclusive easement over the existing 18-foot wide driveway over Parcels 4 and 5 owned by them and identified as Daven Haven Lane and over the existing "Emergency Exit" over Parcel 5 from Daven Haven Lane to the alley south of Units 31 and 32 as shown and as more fully described on Exhibit A attached hereto and incorporated herein by reference.

2. The Association GRANTS to Barnes for use by both Parcels 4 and 5 a perpetual, non-exclusive easement over the existing 18-foot wide driveway owned by it and identified as Daven Haven Lane.
3. Daven Haven Lane and the Emergency Exit shall be maintained in a good, clear, safe and attractive manner. Any emergency repairs required to be made may be made by any party, without notice, the reasonable cost thereof to be shared pursuant to this Mutual Easement Agreement.
4. The parties hereto agree to share the cost of maintenance, insurance, repair, upkeep and plowing of the entire Daven Haven Lane, including the Emergency Exit, in the following proportion: the Association 75% of the total cost; the Barnes' Parcel 4, 15% of the total cost; and the Barnes' Parcel 5, 10% of the total cost. Each party shall be responsible for the taxes assessed, if any, against its portion of Daven Haven Lane.
5. Each party shall be responsible for any damage to Daven Haven Lane or the Emergency Exit caused by it, or its agents, employees, guests or invitees. No party shall allow any mechanic's lien or any other encumbrance to attach to Daven Haven Lane or the Emergency Exit.
6. The Association shall maintain a policy of commercial liability insurance coverage which shall include coverage for Daven Haven Lane and the Emergency Exit having limits of liability of at least \$1,000,000/\$3,000,000 and naming the owners of Parcel 4 and Parcel 5 as additional insureds. The Association shall provide the others with a certificate of insurance or other proof of coverage at least once annually, and from time to time upon reasonable request.
7. This Mutual Easement Agreement shall run with the land and shall inure to the benefit of the parties hereto, their successors and assigns.
8. This Mutual Easement Agreement may be modified only by a writing, signed by all parties, and recorded in the real estate records of Grand County, Colorado.
9. In the event of any dispute arising out of this Mutual Easement Agreement, the parties shall attempt in good faith to resolve such dispute between themselves. Any unresolved disputes shall be submitted to mediation prior to litigation or arbitration. The mediator shall be agreed upon by the parties and the mediator's fees shall be split equally by the disputing parties. Arbitration must be agreed upon by all disputing parties. The prevailing party in any litigation or arbitration shall be entitled to an award of its reasonable attorney's fees and costs.
10. Time is of the essence hereof. In the event any payment required to be made hereunder is not made when due, interest shall accrue thereon at the rate of eighteen percent (18%) per annum until paid.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Easement Agreement on the dates appearing next to their signatures below.

OWNERS OF PARCEL 4 AND PARCEL 5:

By _____
Gregory A. Barnes

STATE OF COLORADO)
)ss
COUNTY OF GRAND)

Subscribed and sworn to before me in the County of Grand, State of Colorado this _____
day of _____, 2023, by Gregory A. Barnes at _____ o'clock _____.m.

My Commission Expires: _____
Witness my hand and official seal.

Notary Public

By _____
Carey A. Barnes

STATE OF COLORADO)
)ss
COUNTY OF GRAND)

Subscribed and sworn to before me in the County of Grand, State of Colorado this _____
day of _____, 2023, by Carey A. Barnes at _____ o'clock _____.m.

My Commission Expires: _____
Witness my hand and official seal.

Notary Public

**FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DAVEN HAVEN CABINS**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DAVEN HAVEN CABINS (this "First Amendment") is made as of _____ 2023, by the DAVEN HAVEN CABINS OWNERS ASSOCIATION a Colorado Non-Profit Corporation (the "Association").

RECITALS

1. The Townhouse Declaration for Daven Haven Cottages was recorded July 16, 2002, at Reception No. 2002-007246 of the records of the Clerk and Recorder of Grand County, Colorado (the "Original Declaration").
2. On July 16, 2002, the Final Plat for Daven Haven Cottages was recorded at Reception No. 2002-007245 of the records of the Clerk and Recorder of Grand County, Colorado (the "Final Plat").
3. On May 13, 2005, an As-Built Plat for Daven Haven Cottages was recorded at Reception No. 2005-004886 of the records of the Clerk and Recorder of Grand County, Colorado (the "As-Built Plat").
4. On December 17, 2008, a Townhouse Declaration for Daven Haven Cottages was recorded at Reception No. 2008011706 of the records of the Clerk and Recorder of Grand County, Colorado (the "Second Declaration").
5. On December 17, 2008, the 1st Amendment to the Final Plat of Daven Haven Cottages was recorded at Reception No. 2008011705 of the records of the Clerk and Recorder of Grand County, Colorado (the "First Amended Final Plat").
6. On April 20, 2012, the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages was recorded at Reception No. 2012002995 (the "Second Amended Final Plat").
7. On April 20, 2012, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Daven Haven Cabins was recorded at Reception No. 2012002996 (the "Restated Declaration").
8. On December 21, 2012, the Correction Plat to Daven Haven Cottages Final Plat was recorded at Reception No. 2012009954 (the "Correction Plat").

9. Article 8.00 of the Restated Declaration provides that the Restated Declaration may be amended by a written instrument signed by sixty percent (60%) of the Owners.

10. Section 38-33.3-312(1), C.R.S. provides that portions of the common elements may be conveyed by an association if persons entitled to cast at least sixty-seven percent (67%) of the votes in the association agree to that action.

11. The Association is the owner of Parcel 3, Daven Haven Cabins, except for the Units as defined in the Restated Declaration and the Correction Plat.

12. The Parties desire to amend the Restated Declaration in accordance with the terms and conditions of this First Amendment and the Third Amended Final Plat – Daven Haven Cabins, (the “Third Amended Final Plat”), recorded on _____, 2023, at Reception No. 2023 _____ of the records of the Clerk and Recorder of Grand County, Colorado.

13. At least sixty-seven percent (67%) of the Members of the Association have approved this First Amendment and the Third Amended Final Plat.

NOW, THEREFORE, in consideration of the premises set for above, the Association declares as follows:

1. The boundary line between Parcel 3 and Parcel 4 as shown on the Correction Plat shall be modified consistent with said boundary line as shown on the Third Amended Final Plat.

2. The definition of “This Declaration” or “this Declaration” in Article 2.00 of the Restated Declaration shall be deleted in its entirety and the following inserted in lieu thereof:

This Declaration (or this Declaration) means the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, recorded April 20, 2012, at Reception No. 2012002996 of the records of the Clerk and recorder of Grand County, Colorado, as amended from time to time.

3. The definition of “Property” in Article 2.00 of the Restated Declaration shall be deleted in its entirety and the following inserted in lieu thereof:

Property means the Units as shown on the Correction Plat to Daven Haven Cottages Final Plat recorded December 21, 2012, at Reception No. 2012009954 of the records of the Clerk and Recorder of Grand County, Colorado, and the Common Elements as shown on the Third Amended Final Plat recorded on _____, 2023, at Reception No. 2023 _____.

3. The following definitions are added to Article 2.00 of the Restated Declaration.

SECRETARIAL CERTIFICATE

THE UNDERSIGNED, _____, being the duly elected and acting Secretary of Daven Haven Cabins Owners Association, a Colorado nonprofit corporation (the Association), does hereby certify that on this _____ day of _____, 2023, at a duly called meeting of the Members of the Association, the above and foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daven Haven Cabins subdivision was approved and adopted by at least sixty-seven percent (67%) of the owners of Units entitled to vote.

Printed Name: _____
Title: Secretary

STATE OF COLORADO)
) ss
COUNTY OF GRAND)

Subscribed, sworn to, and acknowledged before me this _____ day of _____, 2023, by _____ as Secretary of the Daven Haven Cabins Owners Association, a Colorado nonprofit corporation at _____ o'clock _____m.

My commission expires: _____

Notary Public

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DAVEN HAVEN CABINS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DAVEN HAVEN CABINS (this "Declaration") is made as of April 20~~11~~, 2012, by Gregory A. Barnes and Carey A. Barnes (collectively "Declarant").

RECITALS

1. The Townhouse Declaration for Daven Haven Cottages was recorded July 16, 2002, at Reception No. 2002-007246 of the records of the Clerk and Recorder of Grand County, Colorado (the "Original Declaration").
2. On July 16, 2002, the Final Plat for Daven Haven Cottages was recorded at Reception No. 2002-007245 of the records of the Clerk and Recorder of Grand County, Colorado (the "Final Plat").
3. On May 13, 2005, an As-Built Plat for Daven Haven Cottages was recorded at Reception No. 2005-004886 of the records of the Clerk and Recorder of Grand County, Colorado (the "As-Built Plat").
4. On December 17, 2008, a Townhouse Declaration for Daven Haven Cottages was recorded at Reception No. 2008011706 of the records of the Clerk and Recorder of Grand County, Colorado (the "Second Declaration").
5. On December 17, 2008, the 1st Amendment to the Final Plat of Daven Haven Cottages was recorded at Reception No. 2008011705 of the records of the Clerk and Recorder of Grand County, Colorado (the "First Amended Final Plat").
6. The Parties desire to amend and restate in their entirety all of the previously recorded documents described in Paragraphs 1 through 5 above, for the purpose of correcting and clarifying the mistakes made and the ambiguities created in these prior documents.

NOW, THEREFORE, the Declarant hereby declares that DAVEN HAVEN CABINS, formerly known as Daven Haven Cottages, shall be a Townhome Community held, transferred, sold and conveyed subject to the terms of this Declaration.

1. The documents identified in paragraphs 1 through 5 above (collectively "the Amended Documents") are hereby amended and restated in their entirety by this Amended and Restated Declaration of Covenants, Conditions and Restrictions and by the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-002996 of the records of the Clerk and Recorder of Grand County, Colorado, (the "Second Amended Final Plat"). In the event of any conflict between the terms of this Declaration and the Second Amended Final Plat on one hand and the Amended Documents on

the other hand, the terms hereof and the Second Amended Final Plat shall govern unless otherwise specifically provided herein.

2. No property other than that defined as the "Property" in Article 2.00 below shall be deemed subject to this Declaration, except as otherwise provided for herein. The number of Units currently existing is twelve (12) and no additional Units will be built. The boundaries of each Unit, including the Unit's identifying number are set forth in the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-007245 of the records of the Clerk and Recorder of Grand County, Colorado.

3. All covenants, conditions, restrictions, reservations, easements, Assessments, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of the Association and all of the Owners, all other parties having any right, title or interest in the Units or the Common Elements (as that term is defined below) or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

**ARTICLE 1.00
GOALS, PURPOSES AND PHILOSOPHY**

1.01 It is the intent of the Parties to establish DAVEN HAVEN CABINS as a quality residential townhome community, which is controlled by this Declaration. This Declaration sets forth both general and specific requirements consistent with such intent. The Association is authorized to adopt additional rules, regulations and requirements which may be necessary or desirable regarding the Units as well as the Common Elements. Any reference herein to this Declaration shall include any and all rules, regulations and requirements so adopted.

1.02 It is the purpose of this Declaration that the harmony of design shall always be protected insofar as is practical in connection with the uses and structures permitted by this instrument.

1.03 The Property (as defined below) is subjected to this Declaration to insure reasonable and appropriate improvement; to protect the Owners against such improper use of the Property as may depreciate the value of their property; to preserve the aesthetic appearance and the physical condition of the Property and, thereby, the marketability and quality of the Units; to obtain harmonious color schemes; to prevent haphazard and inharmonious improvements; to preserve the financial health of the Association; and in general to provide adequately for quality improvements and thereby to enhance the value of the investment made by the Owners.

**ARTICLE 2.00
DEFINITION OF TERMS**

In addition to the definitions hereinabove contained, the following definitions shall apply to this Declaration.

Act means Sections 38-33.3-101, *et seq.*, C.R.S., the Colorado Common Interest Ownership Act, as amended. Undefined terms shall have the definitions set forth in the Act.

Assessments means assessments or charges to Unit(s) and/or Owners for Common Expenses, Special Expenses, Individual Expenses, and Working Capital Funds as specified in This Declaration.

Association means DAVEN HAVEN CABINS OWNERS ASSOCIATION a Colorado Non-Profit Corporation.

Board means the Board of Directors or executive board of the Association.

Board Resolution means a documented action, policy, decision, or procedure that is affirmed by a majority vote of the Board, and includes, without limitation, additions, deletions, modifications, clarifications, or amendments to the Bylaws, the Rules and Regulations, and prior resolutions of the Board. All Board Resolutions adopted by the Board prior to the effective date of This Declaration are hereby ratified.

Bylaws means the bylaws of the Association as amended from time to time.

Common Element or Common Area means any real estate, improvement or fixture within the Property owned, leased, licensed, or used by the Association, other than a Unit.

A. **General Common Element or General Common Area** means any real estate, improvement or fixture within the Property owned, leased, licensed, or used by the Association, other than a Unit and a Limited Common Element. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

1. any parcels of real property and improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to the Second Amended Final Plat, this Declaration or a lease, license, easement or other agreement, and (B) that are used or possessed by the Association for the benefit of all the Owners;
2. if any chute, flue, pipe, duct, vent, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements; and
3. any physical portion of the Property that is designated on the Second Amended Final Plat or Amended As-Built Plat as "General Common Element" or "G.C.E."

B. Limited Common Element means a Common Element for the exclusive use of one or more, but fewer than all, of the Owners. Without limiting the generality of the foregoing, Limited Common Elements include, without limitation:

1. two assigned parking area(s) for each Unit as indicated on the Second Amended Final Plat;
2. walkways, steps, doorsteps, stoops, porches, decks, cantilevered decks, columns, piers, balconies and patios located outside the boundaries of a particular Unit;
3. if a chute, flue, pipe, duct, vent, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only one Unit is a Limited Common Element, allocated solely to the Unit it serves;
4. the areas directly adjacent to each Unit, below the porches, decks, cantilevered decks, balconies, patios, having the same dimensions as the perimeter of the porches, decks, cantilevered decks, balconies, patios above it; and
5. any physical portion of the Property that is designated on the Second Amended Final Plat as "Limited Common Element" or "L.C.E."

Common Expenses means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves, but specifically excluding those expenditures made or liabilities incurred that are Individual Expenses or Special Expenses.

Common Interest Community or Townhome Community means the Property described in this Declaration.

Cost of Enforcement means all fees, costs, expenses, bookkeeping, accounting fees, legal fees, receiver's fees, and interest incurred by the Association in connection with (i) the collection of Assessments, fines, interest, late charges, penalties or the Costs of Enforcement; (ii) enforcement of the terms and obligations of This Declaration, the Bylaws, any Board Resolution, the Rules and Regulations or any local, State or Federal law.

C.R.S. means the Colorado Revised Statutes, as amended.

Declarant means Gregory A. Barnes and Carey A. Barnes, or any person or entity to which the Declarant's rights have been transferred.

Design Review Guidelines or Guidelines means the design guidelines for the Property which may be adopted by the Board and which may be amended as set forth herein. These Guidelines shall be followed by all builders, developers, Owners and their Guests. The Board shall follow them in its review of plans submitted to it. Violation of the Design Review Guidelines shall constitute a violation of this Declaration.

First Mortgagee means the beneficiary of a first deed of trust or the holder of a first mortgage.

Guest means (i) an Owner's family members, cohabitants or guests; (ii) any renter, lessee, or occupant of a Unit, including without limitation, their family members, cohabitants or guests; (iii) any other person who occupies, either temporarily or permanently, the Unit; (iv) an employee, contractor, customer, client, agent, or representative of any of the above; or (v) any invitee of any one of the above.

Individual Expenses means expenses incurred by the Association that the Board determines should be charged to one or more, but not all, of the Units as well as individual fines or fees charged to specific Units and/or Owners, as permitted or required by This Declaration, the Bylaws, the Rules and Regulations, a Board Resolution, or law.

Member means a member of the Association, which consists of every Person who is an Owner of a Unit.

Owner means the owner of record of the fee simple title to any Unit, whether by one or more Persons. If two or more Persons own a Unit jointly, the Persons are jointly and severally liable for an Owner's obligations hereunder, and they are collectively referred to as the Owner of such Unit.

Person means a natural person, corporation, partnership, association, trustee, trust, limited liability company, joint venture, or any other entity recognized as being capable of owning real property under Colorado law.

Property means the Units and all of the Common Elements created in the re-subdivision of Parcel 3, Marina Drive Minor Subdivision, Town of Grand Lake, Grand County, State of Colorado, into Daven Haven Cabins.

Rules and Regulations means the various rules, regulations and requirements adopted by the Owners or the Board from time to time which govern or control various aspects of living in, construction on, and use of the Property. The Rules and Regulations shall include the construction Rules and Regulations referred to in Article 5 hereof as well as Rules and Regulations adopted by the Board which control other matters such as, but not limited to, animals on the Property and parking. A violation of the Rules and Regulations shall constitute a violation of this Declaration.

Second (or 2nd) Amended Final Plat means that certain Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-007245 of the records of the Clerk and Recorder of Grand County, Colorado.

Special Expenses means expenses or liabilities incurred by the Association deemed by the Board to be properly funded by sources other than the Common Expense Assessment or Individual Expense Assessment to defray, in whole or in part, any unexpected or unbudgeted expense to

include, but not be limited to, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement upon the Common Elements or for funding any operating deficit incurred or reasonably expected to be incurred by the Association.

This Declaration (or this Declaration) means this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Unit means a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and the boundaries of which are in or determined from the Second Amended Final Plat. A Unit includes the real estate under the Cabin and, in some cases, some real estate within the Unit footprint as shown on the Second Amended Final Plat, and all interior and exterior portions of the improvement thereon, including decks. Upon the recording of this Declaration, to convey, encumber or otherwise affect legal title to a Unit an instrument must describe the Unit as follows:

Unit _____, (27 through 38, as the case may be),
According to the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-002-996 of the records of the Clerk and Recorder of Grand County, Colorado,

Each such description shall be construed to include (i) a non-exclusive easement for appropriate ingress and egress throughout the General Common Elements and appropriate use of the Limited Common Elements appurtenant to such Unit; and (ii) all other easements, licenses, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created by This Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and any Board Resolutions.

Working Capital Fund means a non-refundable contribution made by the Owner of each Unit to the Association at the time of the closing of the purchase of the Unit. Such contribution shall be added to the existing reserves of the Association, for (i) unforeseen expenditures; (ii) the purchase of capital equipment; or (iii) to repair, replace or improve the Common Elements or the exterior portions of the Units for which the Association is responsible.

**ARTICLE 3.00
GENERAL RESTRICTIONS ON ALL LANDS**

3.01 Purposes

The Property shall be used for and only for residential use in accordance with the Zoning Regulations of the Town of Grand Lake, County of Grand, State of Colorado, as the same may be amended from time to time. Should such zoning regulations allow for home-based occupations, the Owner and his Guests shall not in the course of such occupation (i) post signs

on the Property; (ii) increase parking requirements on the Property; or (iii) create any disturbance or annoyance to any other Owners, Guests or occupants of adjacent properties.

3.02 Materials and Appearance

No building or improvement shall be undertaken by anyone, including the Association, which is to be of a design or constructed of materials which are not harmonious with the existing buildings in quality, color and style, all in the discretion of the Board. All construction and improvements on any Unit must comply with all Design Review Guidelines and applicable Federal, State and local rules, regulations, laws, and ordinances.

3.03 Nuisances

No obnoxious or offensive activities shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance or reasonably be expected to cause embarrassment, disturbance or annoyance to other Owners or Guests. No unreasonable noise, light, glare, or any other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or to other Owners or Guests. The Board, after notice and hearing, shall determine, in its reasonable discretion, if such noise, light, glare or other nuisance is unreasonable.

3.04 Owners' Maintenance Responsibility

Each Owner shall, in a timely manner and at its sole cost and expense, maintain, repair, reconstruct and replace as necessary his Unit and the following Limited Common Elements:

- a. external light fixtures, bulbs, electrical outlets, telephone and cable boxes and the like that are for the sole benefit of a single Unit and that are not tied directly into an electrical meter or similar metering device that is controlled by and/or billed directly to the Association.

Each Owner shall be responsible for any damage or injury to any person or property directly resulting from his failure to perform or negligence in performing any maintenance. Notwithstanding anything herein contained to the contrary, each Owner shall be responsible for any damage caused by him or his Guests to any Unit or Common Elements.

Each Owner shall also assist in keeping the Common Elements neat, clean and free of litter and trash. Owners and their Guests shall store all rubbish and trash in covered receptacles inside the Units until either properly disposed of in an Association-provided trash receptacle or otherwise removed from the Property.

Any party who digs in or otherwise disrupts or damages any General Common Area shall be responsible for repairs necessary to return the General Common Area to its condition

immediately prior to such damage, including but not limited to 95% soil compaction and revegetating.

If an Owner does not comply with his responsibilities under this Section 3.04 in a manner satisfactory to the Board, the Board, after notice and hearing, shall have the right, but not the obligation, to perform such maintenance, repair, reconstruction, replacement, and/or rubbish/trash removal and charge the Owner the cost thereof, which charge shall be considered an Individual Expense Assessment and subject to a lien against the Unit.

3.05 Association's Maintenance Responsibility

The Association shall, at its sole cost and expense, be responsible for the maintenance, repair, reconstruction and replacement of the Common Elements, including the unassigned parking spaces, and the assigned parking spaces and the driveway between Units 37 and 38 and Units 34 and 36 which is a Limited Common Element. The Association's responsibility to maintain, repair, and plow Daven Haven Lane (as shown on the Second Amended Final Plat) shall be shared with the owner of Tract 4, Daven Haven Cabins, pursuant to a Mutual Basement Agreement to be entered into.

All costs incurred by the Association to comply with its responsibilities under this Section 3.05 shall be allocated equally to all Units as part of a Common Expense or Special Expense Assessment.

In the event of any ambiguity or lack of certainty as to what is considered an Owner or Association responsibility, the Board, in its sole and good faith judgment, shall make the determination as to which party bears responsibility for the repair and/or maintenance item in question.

3.06 Animals

No animals of any kind other than dogs, cats, or other common household pets, not exceeding two such animals at any one time, shall be raised, bred or kept on any part of the Property. No animals may be raised, bred or kept for any commercial purposes. The Association shall have the right to prohibit the maintenance of any animal which constitutes, in the reasonable opinion of the Board, a nuisance or danger to any person, wildlife or property, including barking dogs. Animals within the Property must be kept within the Owner's Unit, under the Owner's control, or on a leash being held by a person capable of controlling the animal. Each Owner shall have the duty and responsibility to clean up after an animal belonging to, or under the care of, the Owner or his Guest. Owners shall be responsible for any damage to or additional maintenance of the Common Elements or the exterior of any of the Units caused by an animal belonging to, or under the care of, an Owner or his Guest, and may be subject to a fine for violation of this provision.

3.07 Parking and Vehicles

Each Unit has two assigned parking spaces which are Limited Common Elements as reflected on the Second Amended Final Plat. All other parking spaces are unassigned and are considered General Common Elements. No campers or motor homes of any style are allowed on the Property. Vehicles are to be parked only in the spaces assigned to each specific cabin and may not be occupied overnight. A maximum length of eighteen feet applies to snowmobile, ATV, and boat trailers. Such trailers are only allowed on the Property when an Owner or Guest owning such trailer is staying on the Property overnight and may only be parked in the designated parking space. No long-term storage (over seven days) of recreational water craft, ATVs, snowmobiles or any type of trailer is allowed. No motorized vehicle or trailer whatsoever, except operable, insured and currently licensed vehicles or trailers may be kept or placed upon any portion of the Property. Nothing herein shall be deemed to prohibit commercial or construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property.

3.08 Lease or Rental of a Unit

Notwithstanding anything to the contrary contained elsewhere in this Declaration, an Owner shall have the right to lease or rent his Unit upon such terms and conditions as he may deem appropriate, subject to the following:

a. Any lease or rental agreement is subject to the terms of This Declaration, the Bylaws, Articles of Incorporation, the Rules and Regulations, and Board Resolutions as well as all Federal, State and local statute or ordinance; and

b. The failure of the lessee or renter (including their family, guests, contractors, employees, agents, representatives or invitees) to comply with the terms of This Declaration, the Bylaws, the Articles of Incorporation, Board Resolutions, or the Rules and Regulations shall constitute a default by the Owner and such default shall be enforceable by the Board against the Owner, the lessee or renter, or both; jointly and severally.

c. Until December 31, 2012, Daven Haven Rental Management Company shall be the Management Company responsible for leasing the Units out. Owners purchasing Units prior to December 31, 2012, shall be required to enter into a Property Management Agreement with Daven Haven Rental Management Company for the period of time to December 31, 2012. Thereafter, Owners shall be entitled to manage their Units themselves or enter into management contracts with other property management persons or companies.

**ARTICLE 4.00
ASSOCIATION**

4.01 Organization and Powers

The Association is organized as a non-profit Colorado corporation under the Colorado Revised Non-Profit Corporation Act. It is charged with the duties and vested with the powers provided by law and set forth in the Act, This Declaration, its Articles of Incorporation and its Bylaws. In particular, but without limitation, the Association shall be responsible for the enforcement of

This Declaration, the Articles of Incorporation, Bylaws, Board Regulations, and Rules and Regulations, and for maintenance and upkeep as herein provided for. The Association shall manage, operate, care for, and maintain all of the Common Elements and the assigned parking areas which are Limited Common Elements as herein provided for and keep them in a safe, clean and attractive condition for the use and enjoyment of the Owners. The Association shall have all power necessary or convenient to effectuate such purposes.

4.02 Membership and Voting Rights

Each Owner of a Unit shall be a Member of the Association and all memberships shall be appurtenant to Units. The right to vote may not be severed or separated from the ownership of a Unit. Memberships in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of title to a Unit, and then only to the purchaser or foreclosing lien holder of such Unit. Upon transfer of fee title to any Unit, the new Owner shall provide the Board with a copy of the deed or other document of conveyance and of any trust deed or mortgage and the Board shall then record the transfer in the books of the Association.

Each Owner who is in full compliance with this Declaration, Bylaws, Board Resolutions, and Rules and Regulations shall be entitled to one (1) vote for each Unit owned. For matters requiring Member vote, only one (1) vote may be cast for each Unit, for a maximum possible number of twelve (12) votes for the Townhome Community. If a Unit is owned by more than one Person, any one of the Persons who are collectively deemed the Owner of that Unit may exercise the vote on behalf of their Unit, unless an objection or protest by another Person who owns an interest in such Unit is made prior to the completion of the vote, in which case the vote for such Unit shall be exercised as the Persons owning such Unit shall determine, in a timely manner, amongst themselves. Should the Persons who collectively own a Unit be unable, within a reasonable time, to agree how they will vote any issue, they shall be passed over and their right to vote on such issue shall be lost.

4.03 Board of Directors, Officers, and Indemnification

The Board shall consist of three (3) Members, with no more than one Board Member from any one Unit. The number of Members on the Board may be changed by a majority vote at a meeting of the Members at which there is a quorum, from time to time. The Officers of the Association need not be Members of the Board of Directors.

Each Director, Officer, and committee member of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees reasonably incurred by him in any proceeding to which he may be a party or in which he may become involved, by reason of him being or having been a Director, Officer or committee member, to the full extent of Colorado law. Such indemnification shall not apply to claims arising from illegal actions, gross negligence or willful and wanton acts of misconduct of such Director, Officer or committee member. The indemnified Director, Officer, or committee member shall have the duty to promptly notify the Board of a potential, threatened, or actual claim; shall cooperate in the

defense of the claim; shall take reasonable efforts to mitigate any damages; and shall take no action which would in any way jeopardize any insurance coverage for the claim.

4.04 Meetings of Members of the Association

Annual Meetings of Owners, as Members of the Association, shall be held once each calendar year. Special Meetings of the Owners may be called by the President of the Association, by a majority of the Board or by the Owners having 33 1/3%, or any lower percentage specified in the Bylaws, of the then eligible votes in the Association. Those Members eligible to vote and appearing in the records of the Association at 9:00 a.m. (MT) on the day preceding the date of any meeting of the Members required or permitted to be held shall be entitled to attend any such meeting, either in person or by proxy, and to vote.

4.05 Declarant Control Period

A. Declarant reserves for itself, its successors and assigns the right to appoint the Board. The period of time during which the Declarant has the right to appoint the Board is referred to as the "Declarant Control Period". This right shall terminate no later than either sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be transferred to Unit Owners other than a Declarant, two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or two (2) years after any right to add new Units by annexation was last exercised, whichever occurs first.

B. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) Member and not less than twenty-five percent (25%) of the Members of the Board must be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the Members of the Board must be elected by Unit Owners other than the Declarant.

4.06 Assessments and Lien Rights

A. Common Expense Assessment

Until the Association makes a Common Expense Assessment, the Declarant shall pay all Common Expenses. No Common Expense Assessment shall be made by the Association until 75% of units have been sold. Once the Association makes a Common Expense Assessment, such assessment shall be paid by all those who own units at the time of such assessment. The Association has the authority and duty to assess and collect Assessments to pay all Common Expenses plus a reasonable reserve. "Common Expense Assessments" shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association. Unless otherwise specified by Board Resolution, Common Expense Assessments shall be due and payable in monthly installments due on the first day of each month. All Common Expense Assessments shall be assessed against all the Units equally.

B. Special Expense Assessment

The Association has the authority and duty to assess and collect "Special Expense Assessments" to pay all Special Expenses deemed reasonable or necessary by the Board. Special Expense Assessments in excess of \$1,000 per Unit in any calendar year must be approved by at least sixty percent (60%) of the Owners who are then eligible to vote. All Special Expense Assessments shall be assessed against the Units equally.

C. Individual Expense Assessment

"Individual Expense Assessments" shall be assessed against the Unit for which the expense was incurred or against the Unit of the Owner responsible for the Individual Expense. Individual Expenses include any (i) expense or liability caused by the intentional misconduct or negligence of any Owner or Owner's Guest; (ii) expenses incurred by the Association due to an Owner's failure to comply with their obligations hereunder (such as, but not limited to, maintenance expenses); and (iii) any fines, penalties, Costs of Enforcement, and interest pursuant to This Declaration, the Bylaws, Board Resolutions, Rules or Regulations or applicable laws.

D. Working Capital Fund Assessment

Each time a Unit is sold, a "Working Capital Fund Assessment" shall be collected from the purchaser and transferred to the Association at the time of closing of the purchase of the Unit. The amount of the Working Capital Fund Assessment shall be established by Board Resolution from time to time, but shall in no event exceed three months of then current monthly Common Expense Assessment for each Unit. Any Working Capital Fund Assessment not collected at closing, shall be immediately due and payable by Owner.

E. Owner Liability, No Offsets and Past Due Assessments

Each Owner is liable for all Assessments made against such Owner's Unit during the period of ownership of such Unit. The Declarant shall not be required to pay Assessments on nine Units prior to the time they are sold to parties other than the Declarant. The Declarant, may retain ownership or may transfer ownership of up to four Units to family members, and shall be required to pay Assessments on any Units retained, upon the passing of a Common Expense Assessment by the Association. No Owner may be exempt from liability for payment of the Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made. All Assessments and Costs of Enforcement shall be payable in the amounts specified and no offsets or reductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board is not properly exercising its powers or fulfilling its duties under This Declaration, the Bylaws, Rules and Regulations or Board Resolutions. Any past due Assessment or installment thereof may incur late charges and shall bear interest at the rate established by the Association not to exceed the maximum rate allowed by law and shall become a lien against the Unit and may be foreclosed upon in the same manner as an Assessment lien.

F. Lien for Assessments

1. The Association has a statutory lien on a Unit for any Assessment levied against that Unit or fines, penalties, and other charges imposed against its Owner. Costs of Enforcement are also enforceable as Assessments. The amount of the lien shall include all those items set forth in this Section 4.06 and allowed by law from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

2. Priority

a. A lien under this section is prior to all other liens and encumbrances on a Unit except:

(1) Liens and encumbrances recorded before the recordation of this Declaration.

(2) A security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent; and

(3) Liens for real estate taxes and other governmental assessments or charges against the Unit.

b. A lien under this section is also prior to the security interests described in Subparagraph (2) of Paragraph a. of this Subsection 2 to the extent of an amount equal to the Common Expense Assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association's lien created under this section, of an action or a non-judicial foreclosure either to enforce or to extinguish the lien.

3. Recording of This Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments is required.

4. The lien and foreclosure thereof herein provided for is not an exclusive remedy, and this section does not prohibit actions or suits to recover sums for which Subsection 1 of this section creates a lien. This section does not prohibit the Association from taking a deed in lieu of foreclosure or otherwise settling a claim.

5. The Association shall be entitled to all costs and reasonable attorney's fees incurred by the Association in a judgment or decree in any action or suit brought by the Association under this section.

6. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the Court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

7. The Association's lien may be foreclosed in like manner as a mortgage on real estate or as otherwise provided by law.

8. The Association's lien on a Unit for Assessments and/or Costs of Enforcement shall be prior and superior to any homestead exemption now or hereafter provided by any State or Federal law. The acceptance of a deed to a Unit shall constitute a waiver of the homestead exemption and any other exemptions as against such lien.

4.07 Acceleration

In addition to all of the remedies available to the Association pursuant to This Declaration and by law, upon a default in the payment of Assessments or Costs of Enforcement, the Association may accelerate and declare immediately due and payable all unpaid installments of the Assessment otherwise due within the twelve (12) month period immediately following the default.

4.08 Budgetary Requirements

A. The Association shall adopt a budget annually which shall form the basis of the Common Expense Assessments. The budget shall also include an amount to be determined by the Owners in excess of the total budgetary requirements as a reasonable reserve. Surplus funds may be retained by the Association and added to the reserve fund.

B. Within ninety (90) days after adoption of any proposed budget by the Board, the Board shall mail, by ordinary first class mail, electronic mail, or otherwise, deliver a copy of the budget to all Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the budget, or as allowed for in the Bylaws. The Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the Budget last proposed by the Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Board is not vetoed by a majority of the Owners.

4.09 Insurance

A. The Association shall continually maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements and the operation of the Association pursuant to this Declaration in an amount deemed sufficient in the judgment of the Board but not less than any amount specified in the Association documents, insuring the Board, the Officers, the Association, and their respective employees, agents, and all persons acting as their agents. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements and the operation of the Association pursuant to this Declaration. Such insurance shall also cover claims of one or more insured parties against other insured parties. Insurance policies carried pursuant to this Subsection A must comply with the Act.

B. The Association shall continuously maintain property (broad form covered causes of loss) coverage on the Common Elements providing for maximum guaranteed replacement coverage sufficient to rebuild the Common Elements in a manner and quality substantially similar to the existing Common Elements.

C. If the insurance described in Subsections A and B of this section or any portion thereof is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners. The Association may carry any other insurance it considers appropriate, including insurance on Units it is not obligated to insure, to protect the Association or the Owners.

1. Insurance policies carried pursuant to Subsections A and B of this Section must provide that:

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

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

(c) No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

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

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

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

F. Each Owner shall continuously maintain property (broad form covered causes of loss) insurance providing for maximum guaranteed replacement coverage on the Unit. Each Owner is responsible for making sure that said insurance coverage is sufficient to rebuild the Owner's Unit in a manner and quality substantially similar to the then existing Unit. Additionally, each Owner shall continuously maintain general liability insurance in an amount determined reasonable by the Board, but in no event less than \$500,000. The Association shall be an additional insured under the liability policy. Owners shall provide the Association with proof of such coverages upon purchasing a Unit and at least annually thereafter. The Association may also reasonably require Owners to provide proof of such coverage satisfactory to the Board, from time to time. Said policies shall require that the Association be notified in writing at least thirty (30) days prior to termination or non-renewal. Failure to maintain such insurance coverage shall be a material breach of this provision entitling the Association to immediately arrange for and pay the premium for such insurance coverage, which amount shall be a lien against the Unit as an Individual Expense Assessment, and which may be foreclosed upon as an Assessment lien. The Association shall also be entitled to damages and injunctive relief.

Owners acknowledge that the Association's property insurance does not provide coverage for each Owner's individual Unit or for the contents of the Units and it is the Owner's responsibility to provide adequate property insurance coverage for such. In no event shall the Association or the Board be responsible if a Unit or its contents are underinsured or uninsured. Any expense incurred by the Association to repair or rebuild an underinsured or uninsured Unit shall be an Individual Expense.

G. Repair and Replacement

1. Any portion of the Common Interest Community for which Association insurance is required under this section which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) the Common Interest Community is terminated, in which case §38-33.3-218 C.R.S. applies;

(b) repair or replacement would be illegal under any Federal, State, or local statute or ordinance governing health or safety;

(c) sixty-seven percent (67%) of the Owners, including every Owner of a Unit that will not be rebuilt, vote not to rebuild;

(d) prior to the conveyance of any Unit to a person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Common Interest Community rightfully demands all or a substantial part of the insurance proceeds; or

(e) no insurance proceeds are available.

2. The cost of repair or replacement of property insured by the Association in excess of insurance proceeds and deductibles is a Common Expense, unless such excess cost of repair or replacement has been classified as an Individual Expense hereunder. If the entire Common Interest Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements if any that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and the remainder of the proceeds must be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

H. The Association may carry officers and directors liability insurance, fidelity insurance or any other types of insurance coverage which the Board deems necessary and prudent.

**ARTICLE 5.00
BOARD REVIEW AND APPROVAL**

5.01 General Rule

No repairs or improvements of any kind may be erected, placed, altered or maintained on the Property or to the exterior of the Units or to the Common Elements, nor may any trees or other vegetation on the Common Elements be altered, cut, or destroyed nor any landscaping performed by anyone other than the Board or a party authorized by the Board. No structural or material improvements or modifications to the Units shall be initiated by an Owner until written plans are submitted to the Board for review and a majority of the Board approves the plans, in writing. In the event the Board fails to approve or disapprove any submittal within thirty (30) days of receipt of a complete submittal, the submittal shall be deemed to have been disapproved. If construction is commenced without Board approval, the Owner shall, after notice and hearing, be subject to a fine of at least \$1,000.00, which fine shall become a lien against the Owner's Unit and may be foreclosed upon in the same manner as an Assessment lien. In addition, the Association or any other Owner shall be entitled to injunctive relief.

5.02 Freedom from Liability

Neither the Board nor any Member thereof shall be liable, in damages or otherwise, to any person or entity submitting any plans for approval, or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans.

5.03 Review

Board approval or disapproval of submitted plans shall be based solely on the considerations set forth in this Declaration, the Bylaws, Board Resolutions, the Rules and Regulations, if any, and the Board's reasonable discretion and shall not be arbitrary or capricious. The Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. In fulfilling its duties, the Board may request the submission of such plans, specifications, drawings and the like which it deems necessary to review any request. The thirty (30) day period set forth in Section 5.01 hereof shall not start to run until all requested items have been supplied. The Board may impose, in connection with any particular review, a reasonable fee to cover its anticipated expenses for conducting such review, including the anticipated cost of obtaining professional guidance from a licensed architect, engineer or other appropriate licensed professional. In the event such a fee is imposed, the review need not be completed until payment in full has been received.

5.04 Rules and Regulations

The Association may promulgate Rules and Regulations setting forth additional responsibilities of the Board or Owners and addressing other matters, as authorized by this Declaration. Rules and Regulations regarding the responsibilities of the Board must be promulgated or amended by the Owners. Other Rules and Regulations may be promulgated or amended by the Board, subject to revocation or revision by the Owners. Rules and Regulations regarding construction methods, including but not limited to excavation, drainage, utility lines, loading areas, waste storage, trash removal, materials storage, and transformers and meters, may be included. Such Rules and Regulations shall be printed and upon request and the payment of a reasonable charge, shall be made available to anyone requesting same. Any such Rule or Regulation or amendments thereto shall be effective immediately upon its adoption by the Owners or the Board as the case may be, and the Board shall immediately make such Rule, Regulation or amendment thereto part of the printed Rules and Regulations. Notwithstanding the provisions of this Section 5.04, no such Rule, Regulation or amendment thereto shall apply to plans which had already been completely submitted to the Board.

5.05 Variances

The Board may authorize variances from compliance with the terms of this Article 5.00 or with Board Rules and Regulations when circumstances, such as topography, natural obstructions, hardship, aesthetic or environmental considerations, indicate that it would be reasonable to do so;

provided, however, that such variances may not have a significant detrimental affect to the value of nearby property. Such variances must be in writing, shall state with particularity the grounds for and the nature of same, must be signed by at least a majority of the members of the Board. If such variances are granted, no violation of the terms of this Article 5.00 or the Rules and Regulations shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Article 5.00 or of the Board's Rules and Regulations except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting use of the premises.

**ARTICLE 6.00
VIOLATIONS, ENFORCEMENT AND DISPUTE RESOLUTION**

6.01 Violations

Violation of any portion of this Declaration, the Bylaws, Rules and Regulations, Board Resolutions or requirements adopted thereunder, shall give to the Association and its agents or assigns, the right, but not the obligation, to enter upon the Property as to which such violation exists, and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof of the Bylaws, the Rules and Regulations or Board Resolutions; and the Association, or its agents or assigns shall not thereby be deemed guilty or liable for trespass or in any manner for such entry, abatement or removal.

6.02 Enforcement

A. The Association or any Owner shall have the right to prosecute any action to enforce the provisions of the Declaration by injunctive relief, and/or to recover damages. In the event of any such litigation, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees as part of any judgment.

B. The Association may adopt a schedule of fines for violation of any portion of the Declaration, Bylaws, Board Resolutions, the Rules and Regulations or requirements adopted thereunder; provided that the alleged violating party shall have a right to notice and a hearing before the Board before imposition of any fine. These fines may be levied as an Individual Expense Assessment, and shall be a lien against the Owner's Unit to be collected and enforced in the same manner as other Assessments made under the authority of the Association.

C. This Declaration shall bind and inure to the benefit of and be enforceable by any Owner, or their respective successors and assigns; and failure by the Board, or by any other Owner to enforce any portion of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

D. The Association, through the Board, or any Owner may enforce the provisions of this Declaration by whatever means may be available in law, in equity, and in accordance with this Declaration.

E. If any Owner fails to timely pay Assessments or any money or sums due to the Association, the Association, through the Board, may additionally require reimbursement for Costs of Enforcement incurred as a result of such failure without the necessity of commencing a legal proceeding, plus charge interest at a rate to be established by the Board, not to exceed the maximum allowed by law.

F. For any failure to comply with the provisions of the Act or any provision of this Declaration, Bylaws, Articles, Rules and Regulations, or Board Resolutions, other than the payment of Assessments or any money or sums due to the Association, the Association, through the Board, any Owner or any class of Owners adversely affected by the failure to comply may seek injunctive relief and seek reimbursement for Costs of Enforcement, without the necessity of commencing a legal action. Notwithstanding this provision, if the Court determines that the Owner prevailed because the Owner did not commit the alleged violation; the Court shall award the Owner reasonable attorney's fees and costs incurred in asserting or defending the claim.

6.03 Dispute Resolution

A. In order to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation, mediation is made mandatory for the Association, Owners, and all persons subject to this Declaration ("Contestants"). All disputes or claims between or among those subject to this Declaration shall be mediated by a mediator mutually agreeable to the Contestants. The mediation agreement, if one is reached, may be presented to the Court as a stipulation and made an Order of Court. If either party subsequently violates the stipulation, the other party may apply immediately to the Court for relief.

B. The following claims shall be **EXEMPT** from the mediation requirements of this section:

1. any suit by the Association to enforce any Assessment.
2. any suit by the Association to obtain a temporary restraining order or equivalent emergency equitable relief and such other ancillary or related relief as the Court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the Design Review Guidelines, Board Resolutions or the Rules and Regulations.
3. any claim or dispute among Owners if such claim is not based upon this Declaration, the Articles, Bylaws, Rules and Regulations or Board Resolution, of the Association, or does not relate in any way to ownership of a Unit.
4. any suit by the Association in which similar or identical claims are asserted against more than one Contestant.

5. any suit, which does not include a claim for damages, by a Contestant for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

**ARTICLE 7.00
EASEMENTS**

7.01 Emergency, Inspection and Enforcement

A special easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons for use of Common Areas, and improvements thereof, in the performance of their duties. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security and safety reasons, to inspect for the purpose of ensuring compliance with This Declaration, the Bylaws, Board Resolutions, and the Rules and Regulations, and for the purpose of enforcement thereof. These rights may be exercised by the Association, through any Member of the Board, any officer, agent, employee or manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry by the Association shall only be during reasonable hours and after notice to the Owner.

7.02 Utilities

Non-exclusive easements over, across and under the Common Areas and over, across and under any and all Units shown on the Second Amended Final Plat, for the installation and maintenance of all utilities, including, but not limited to, electric, telephone, cable television, water, gas, irrigation, sewer and drainage facilities were previously reserved for the Association and the Owners and shall remain in full force and effect. The Association may make additional, non-exclusive grants of such easement rights to other entities in the future by recordable instrument. In the event an Owner does not properly remove and clean-up any residual debris after construction or installation of any utility, the Board is hereby authorized to cause the clean-up to be done at the Owner's expense and, if not timely paid, the Board may collect such unpaid sums as an Individual Expense.

**ARTICLE 8.00
AMENDMENT**

This Declaration may be amended only by a written instrument signed by sixty percent (60%) of the Owners. No amendment may in any way diminish the security of a lender who holds a security interest encumbering any Unit without such secured lender's written consent.

**ARTICLE 9.00
DECLARANT'S RIGHTS**

9.01 Development Rights and Other Special Declarant Rights

In addition to any rights hereinabove contained, the Declarant reserves the following Development Rights and Special Declarant Rights for a period of twenty (20) years. If any development right is exercised in any portion of the Property subject to that development right, that development right does not have to be exercised in all or in any other portion of the Property.

- A. The right to complete or make improvements indicated on the plat or maps;
- B. The right to maintain sales models in a Unit. Any such model may be located in any Unit.
- C. The right to maintain signs on the Property to advertise the Units so long as such signs conform to the then applicable sign code;
- D. The right to create and use, and to permit others to use, easements through the Property as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration;
- E. The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act;
- F. The right to transfer any one or all of the rights reserved herein subject to the requirements of the Act.

9.02. In addition to the foregoing reserved rights, the Declarant reserves the right to exercise all Development Rights and Special Declarant Rights provided for by the Act.

**ARTICLE 10.00
GENERAL PROVISIONS**

10.01 Severability

Should any portion of this Declaration be declared invalid or unenforceable by any Court of competent jurisdiction, such invalid or unenforceable provision shall be reformed by the Court but only to the extent necessary to render it valid and enforceable and such decision(s) shall not affect the validity of the remainder of this Declaration.

10.02 Duration

This Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

Daven Haven Cabins 3rd Amended Final Plat A resubdivision and PD amendment of parcels 3 & 4 Situated in Section 6, Township 3 North, Range 75 West of the 6th P.M. Town of Grand Lake, County of Grand, State of Colorado

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Gregory A. & Carey A. Barnes Trustees of the Barnes Family Trust & Daven Haven Cabins Owners Association are owners of that real property situated in the Town of Grand Lake, Colorado, and lying within the exterior boundary of Daven Haven Cabins, more particularly described as follows:

LEGAL DESCRIPTION Parcel 3

A parcel of land located in Lot 9, Section 6, T3N, R75W of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at a point whence the NE Corner of said Section 6 bears N 13°44'39" E a distance of 2844.64 feet;
thence S 38°49'45" W a distance of 18.31 feet; thence S 64°50'02" W a distance of 29.96 feet;
thence N 69°50'24" W a distance of 28.73 feet; thence S 62°47'50" W a distance of 36.14 feet;
thence S 04°11'38" E a distance of 12.19 feet; thence S 89°46'35" W a distance of 211.66 feet;
thence N 0°51'03" E a distance of 213.59 to the South R-o-W line of Marina Drive;
thence N 89°38'12" E, along said South line, a distance of 281.74 feet;
thence S 0°21'48" E a distance of 20.0 feet; thence N 89°38'12" E a distance of 6.68 feet;
thence S 0°21'48" E a distance of 60.55 feet; thence S 74°19'59" W a distance of 62.28 feet;
thence S 15°40'01" E a distance of 44.70 feet; thence N 74°19'59" E a distance of 42.59 feet;
thence N 46°43'15" E a distance of 8.92 feet; thence N 74°35'44" E a distance of 21.31 feet;
thence S 0°00'00" E a distance of 63.65 feet, to the point of beginning;
Containing 59,921.62 sq.ft. / 1.37 Acres ±, County of Grand, State of Colorado.

LEGAL DESCRIPTION Parcel 4

A parcel of land located in Lot 9, Section 6, T3N, R75W of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at a point whence the NE Corner of said Section 6 bears N 13°44'39" E a distance of 2844.64 feet;
thence N 51°56'18" E a distance of 26.05 feet; thence N 55°18'37" E a distance of 25.26 feet;
thence N 39°05'35" E a distance of 23.02 feet; thence N 62°10'36" E a distance of 33.09 feet;
thence N 84°09'40" E a distance of 39.24 feet, to the West R-o-W line of Cairns ave.;
thence N 6°28'00" E, along said West line, a distance of 58.75 feet;
thence N 26°24'49" E, along said West line, a distance of 62.61 feet to the South R-o-W line of Marina Drive;
thence S 89°38'12" W, along said south line, a distance of 185.90 feet;
thence S 0°21'48" E a distance of 20.0 feet; thence N 89°38'12" E a distance of 6.68 feet;
thence S 0°21'48" E a distance of 60.55 feet; thence S 74°19'59" W a distance of 62.28 feet;
thence S 15°40'01" E a distance of 44.70 feet; thence N 74°19'59" E a distance of 42.59 feet;
thence N 46°43'15" E a distance of 8.92 feet; thence N 74°35'44" E a distance of 21.31 feet;
thence S 0°00'00" E a distance of 63.65 feet, to the point of beginning;
Containing 23,472.17 sq.ft. / 0.54 Acres ±, County of Grand, State of Colorado.

LEGAL DESCRIPTION Parcel 5

A parcel of land located in Lot 9, Section 6, T3N, R75W of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at a point whence the NE Corner of said Section 6 bears N 13°44'39" E a distance of 2844.64 feet;
thence S 38°49'45" W a distance of 18.31 feet; thence S 64°50'02" W a distance of 29.96 feet;
thence N 69°50'24" W a distance of 28.73 feet; thence S 62°47'50" W a distance of 36.14 feet;
thence S 04°11'38" E a distance of 12.19 feet; thence S 89°46'35" W a distance of 211.66 feet;
thence S 0°51'03" E a distance of 213.59, to the North R-o-W line of an alley;
thence N 89°46'35" E, along said North R-o-W line, a distance of 422.00 feet to the West R-o-W line of Cairns ave.;
thence N 06°28'00" E a distance of 131.25 feet to the centerline of an 18' ingress / egress;
thence S 84°09'40" W a distance of 39.24 feet; thence S 62°10'36" W a distance of 33.09 feet;
thence S 39°05'35" W a distance of 23.02 feet; thence S 55°18'37" W a distance of 25.26 feet;
thence S 51°56'18" W a distance of 26.05 feet, to the point of beginning;
Containing 23,011.18 sq.ft. / 0.53 Acres ±, County of Grand, State of Colorado.

We the Trustees of the Barnes Family Trust, Gregory A. & Carey A. Barnes, under Trust Date Instrument dated 01/29/2018, for the benefit of Carey A. Barnes and Gregory A. Barnes, AND Daven Haven Cabins Owners Association, a Colorado non-profit corporation, AND all Owners of interest for Real Estate on the above described land do hereby plat this parcel, and it will be known as Daven Haven Cabins. This Plat represents a true and accurate division of this property.

ATTEST:

Carey A. Barnes, as Trustee of the Barnes Family Trust

Gregory A. Barnes, as trustee of the Barnes Family Trust

STATE OF COLORADO)

COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Carey A. & Gregory A. Barnes owners, Trustee's of Barnes Family Trust.

Witness my hand and official seal.

My Commission expires _____

Notary Public

NARRATIVE:

The purpose of this Plat and Planned Development is to create a 3rd parcel (parcel 5) from the previous plat depicting only 2 parcels. The Barnes, current majority owner, would like to separate a small parcel in the Southern portion of the previous platted ground to build a single family unit in the newly created parcel 5. Furthermore, we are changing the boundary line between parcel 3 & 4 to allocate a small tool shed to benefit the parcel 3 cabin association. See note 3 for a history of amended plats on this property.

APPROVED AFTER PUBLIC HEARING by the Grand Lake Planning Commission the ____ day of _____, 20 ____.

Chairman

ATTEST:

Town Clerk

APPROVED By the Board of Trustees of the Town of Grand Lake the ____ day of _____, 20 ____.

Mayor

ATTEST:

Town Clerk

ATTEST:

Daven Haven Cabin Owners Association, A Colorado non-profit corporation,

By _____
President
(Statement of consent see note 15)

STATE OF COLORADO)

COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023

by _____
President Daven Haven Cabin owners Association

Witness my hand and official seal.

My Commission expires _____

Notary Public

Land Surveyor's Certificate:

I, Thomas Arthur Cary, being a duly licensed professional land surveyor in the State of Colorado, does hereby certify that this plat and survey of Daven Haven Cabins 3rd Amended Final Plat was made by me and under my supervision and that said survey complies with title 38, article 51, CRS, 1973, and that the monuments required by statutes and by the Grand County subdivision regulations have been placed on the ground

Dated this 22 day of July, 2022 (year)

(SEAL)

Colorado registration number: 25934

PLAT NOTES:

- Basis of Bearings is the South line of Parcel 5 which Bears N 89° 46' 35" E.
- This plat does not constitute a title search by Cary Enterprise-D to determine ownership or easements of record. This Monumented Boundary Survey was prepared without the benefit of a current title policy and may be subject to other rights of way, easements and conditions not shown on this plat.
- Survey based, in part on : Correction Plat to Daven Haven Cottages, rec.no. 2012009954, rec. 21 December 2012, by Richard L. Catlett; Daven Haven Cabins Final Plat 2nd Amendment rec.no 2012007995, rec. 20 April 2012, by Lindell L. Catlett; 1st Amendment to the Final Plat of Daven Haven Cottages, rec.no. 2008011705, rec. 17 December 2008; As Built Plat of Daven Haven Cottages, rec.no. 2005004886, rec. 13 May 2005, Lindell L. Catlett; Daven Haven Cottages Final Plat, rec.no. 2002007245, rec. 16 July 2002, Lindell L. Catlett; Grand Lake Estates first filing, rec.no. 89950, by William A. Woodford & Asso.;
- This Amended Final Plat is to satisfy: Town of Grand Lake Minor Subdivision Application requirements AND Amended Planned Development (PD) combined into this Plat.
- Gross land area, by survey, of Parcel 3+4+5 = 2.44 Acres, more or less.
- "All streets, roads, and lanes, and all easements for public utilities are here by dedicated to the public use in perpetuity." As platted on Grand Lake Estates First Filing, rec.no. 89950, County of Grand.
- Water Services provided by the Town of Grand Lake.
- Sewer Services provided by Three Lakes Water & Sanitation.
- See attached Resolution and maintenance agreement. Rec.no. _____
County of Grand. [Previous easement agreement at rec.no. 2012003170]
- Maximum Height of any buildings in Daven Haven Cabins PD shall be 28 feet (PC resolution 02-2001).
- A perpetual, non exclusive easement over, across, and under the property is hereby established for the installation and maintenance of public utilities including but not limited to electricity, natural gas, water, sewer, cable television and telephone. This easement is for the benefit of all providers of such services but shall be subordinate to planned or existing improvements. [recited from Note #1, As Built Plat Daven Haven Cottages, rec.no.2005004886]
- Parcel 5 in current state with existing outbuildings is a non-conforming lot until such time as a single family structure is built. Parcel 5 will be restricted to 1 single Family dwelling and maintain a 10' set back from the exterior boundary line for any future buildings.
- Reference to Lodge building encroachment ordinance 13-2011.
- Trash encroachment license per Resolution _____-2023.
- A statement of consent was approved by the Daven Haven Cabin Owners association to allow the President of said association to sign this plat as a legal representative of the entire owners association.
- Notice: According to Colorado law, you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any legal action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

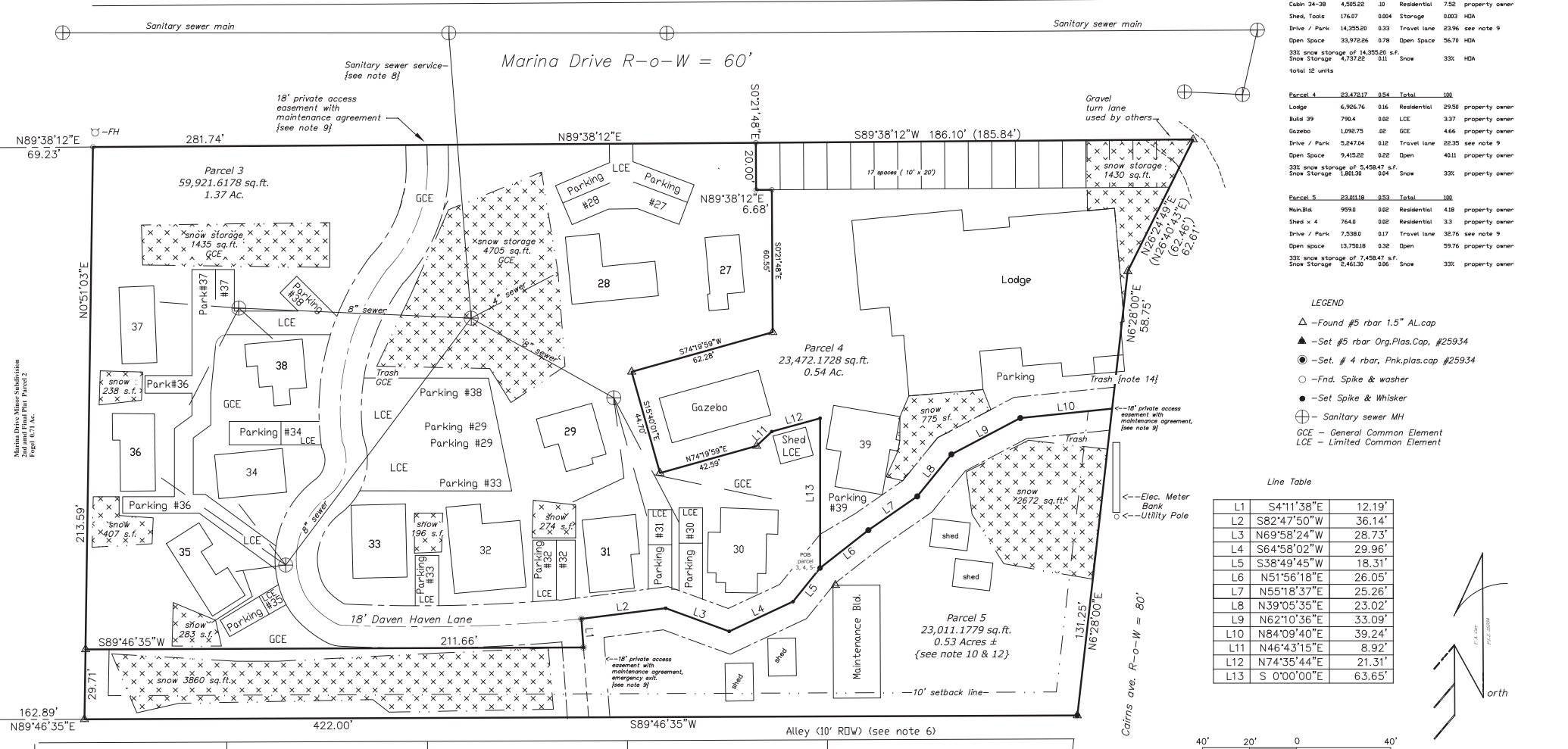


Vicinity Map

Cary Enterprise-D
Thomas A. Cary
305 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.975.724.2912 / 975.509.0185

Field Work: 22 July 2022
Drafting: 4 August, 2022
Rec: 7 February 2023
MSCAD 2022 Sheet 1 of 4
PLS 25934 Scale 1" = 30'
Loseehorse6@gmail.com

Daven Haven Cabins 3rd Amended Final Plat A resubdivision and PD amendment of Parcels 3 & 4 Sited in Section 6, Township 3 North, Range 75 West of the 6th P.M. Town of Grand Lake, County of Grand, State of Colorado sheet 2 of 4



LAND USE TABLE

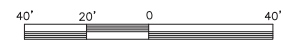
Property is zoned Planned Development, Resort District is the underlying zoning. Any additional use not identified on the PD is subject to review.

DESCRIPTION	AREA (sq. ft.)	AREA (Acres)	LAND USE	ZDF	Total	maintained by
Parcel 3	59,921.62	1.37			100	
Cabin 27-29	2,815.78	0.06	Residential	4.70	property owner	
Cabin 30-33	4,997.15	0.09	Residential	6.84	property owner	
Cabin 34-38	4,505.22	0.10	Residential	7.52	property owner	
Shed, Tools	176.07	0.004	Storage	0.003	HDA	
Drive / Park	14,355.20	0.33	Travel lane	23.96	see note 9	
Open Space	33,972.26	0.78	Open Space	56.70	HDA	
33% snow storage of 14,355.20 s.f.			Snow Storage	4.73	0.11	Snow
33% snow storage of 14,355.20 s.f.			Snow Storage	4.73	0.11	Snow
total 12 units						
Parcel 4	23,472.17	0.54			100	
Lodge	6,926.76	0.16	Residential	29.50	property owner	
Build 39	790.4	0.02	LCE	3.37	property owner	
Gazebo	1,092.75	0.02	GCE	4.46	property owner	
Drive / Park	5,247.04	0.12	Travel lane	28.35	see note 9	
Open Space	9,415.22	0.22	Open	40.11	property owner	
33% snow storage of 5,458.47 s.f.			Snow Storage	1.61	0.04	Snow
33% snow storage of 5,458.47 s.f.			Snow Storage	1.61	0.04	Snow
total 12 units						
Parcel 5	23,011.18	0.53			100	
Maintenance	999.0	0.02	Residential	4.18	property owner	
Shed x 4	764.0	0.02	Residential	3.3	property owner	
Drive / Park	7,530.0	0.17	Travel lane	38.76	see note 9	
Open Space	13,750.18	0.32	Open	59.76	property owner	
33% snow storage of 7,458.47 s.f.			Snow Storage	2.46	0.06	Snow
33% snow storage of 7,458.47 s.f.			Snow Storage	2.46	0.06	Snow

- LEGEND**
- △ - Found #5 rbar 1.5" AL cap
 - ▲ - Set #5 rbar Org. Plas. Cap, #25934
 - - Set #4 rbar, Pnk. plas. cap #25934
 - - Fnd. Spike & washer
 - - Set Spike & Whisker
 - ⊕ - Sanitary sewer MH
 - GCE - General Common Element
 - LCE - Limited Common Element

Line Table

Line	Bearing	Distance
L1	S4°11'38"E	12.19'
L2	S82°47'50"W	36.14'
L3	N69°58'24"W	28.73'
L4	S64°58'02"W	29.96'
L5	S38°49'45"W	18.31'
L6	N51°56'18"E	26.05'
L7	N55°18'37"E	25.26'
L8	N39°05'35"E	23.02'
L9	N62°10'36"E	33.09'
L10	N84°09'40"E	39.24'
L11	N46°43'15"E	8.92'
L12	N74°35'44"E	21.31'
L13	S 0°00'00"E	63.65'



SCALE: 1" = 20'

PDF drawing, scale may be distorted.
Scaled original drawing = 24" x 36"
any other printed size will not match

Cery Enterprise-B
Thomas A. Cary
305 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.970.724.2912 / 970.509.0185

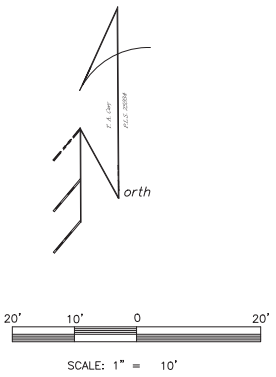
Field Work: 22 July 2022
Drawings: 4 August, 2022
Rec: 7 February 2023
MSCAD 2022 Sheet 2 of 4
PLS 25934 Scale 1" = 20'
Losehorst66@gmail.com

Marina Drive Minor Subdivision
2nd and Final Plat, Parcel 2
Page 107 of 140

Sidenboham Lot 20 & 21, Blk. 4 Grand Lake Estates 1st Filing Lot 21
Weydert Lot 22 & 23, Blk. 4 Grand Lake Estates 1st Filing Lot 22
Kepper Lot 24 & 25, Blk. 4 Grand Lake Estates 1st Filing Lot 24
Lot 23
Lot 25

Daven Haven Cabins 3rd Amended Final Plat
A resubdivision and PD amendment of parcels 3 & 4
Situated in Section 6, Township 3 North,
Range 75 West of the 6th P.M.
Town of Grand Lake, County of Grand, State of Colorado
sheet 4 of 4

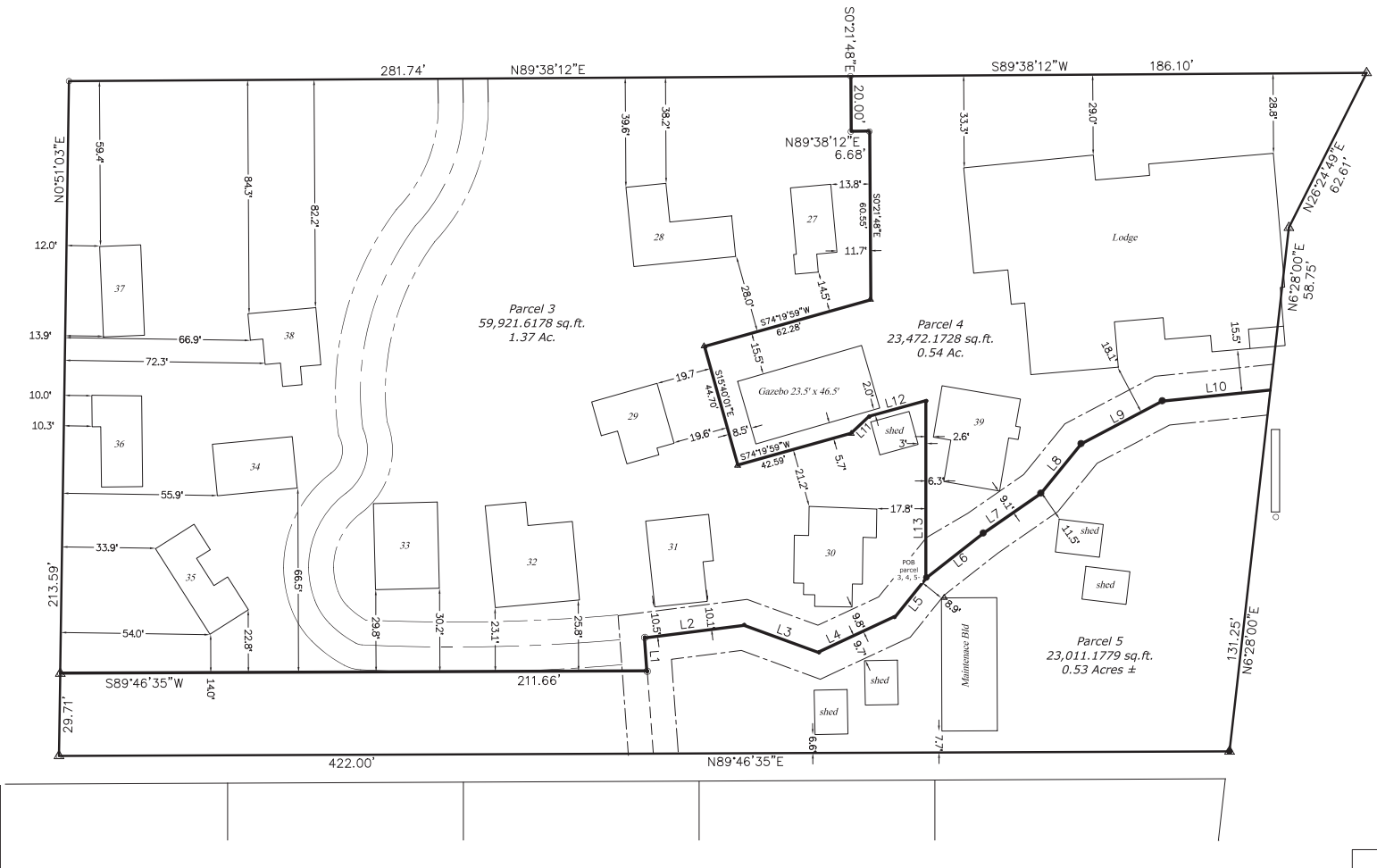
Marina Drive R-o-W = 60'



PDF drawing, scale may be distorted.
 Scaled original drawing = 24" x 36"
 any other printed size will not match

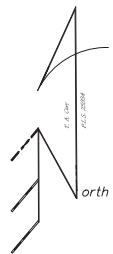
Line Table

L1	S4°11'38"E	12.19'
L2	S82°47'50"W	36.14'
L3	N69°58'24"W	28.73'
L4	S64°58'02"W	29.96'
L5	S38°49'45"W	18.31'
L6	N51°56'18"E	26.05'
L7	N55°18'37"E	25.26'
L8	N39°05'35"E	23.02'
L9	N62°10'36"E	33.09'
L10	N84°09'40"E	39.24'
L11	N46°43'15"E	8.92'
L12	N74°35'44"E	21.31'
L13	S 0°00'00"E	63.65'



Cairns ave. R-o-W = 80'

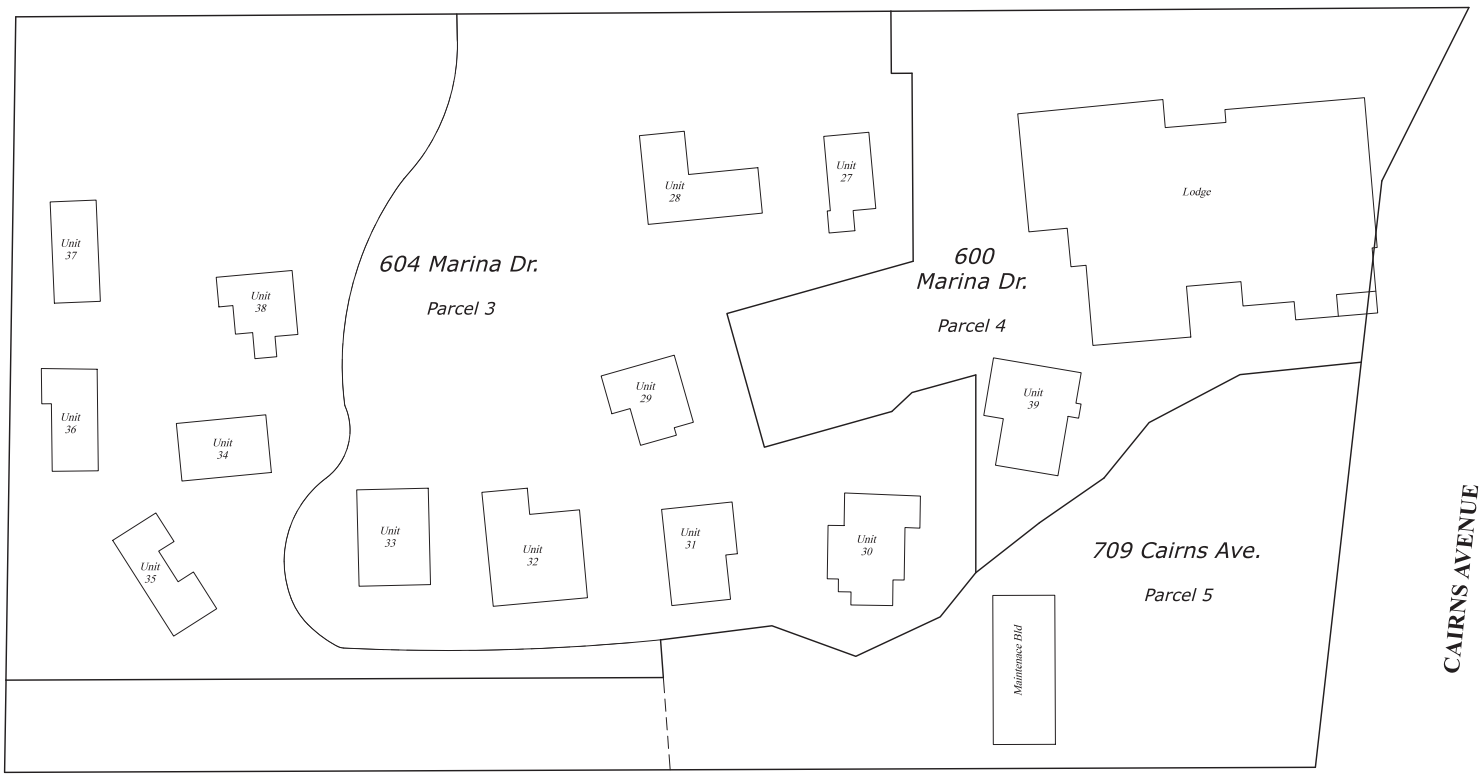
Daven Haven Cabins 3rd Amended Final Plat Parcels 3, 4 & 5
ADDRESS PLAT
A resubdivision and PD amendment of Parcels 3 & 4 situated in
Section 6, Township 3 North, Range 75 West of the 6th P.M.
Town of Grand Lake, County of Grand, State of Colorado
Sheet 1 of 1



SCALE: 1" = 10'

PDF drawing, scale may be distorted.
 Scaled original drawing = 24" x 36"
 any other printed size will not match

LEGEND
 29 Unit Number
 604 Address Number



815 Tallaqua Drive
 Lot 29 & 21, Blk. 4
 Grand Lake Estates 1st Filing

811 Tallaqua Drive
 Lot 22 & 23, Blk. 4
 Grand Lake Estates 1st Filing

807 Tallaqua Drive
 Lot 24 & 25, Blk. 4
 Grand Lake Estates 1st Filing

TALLAQUA DRIVE

MARINA DRIVE

CAIRNS AVENUE

Cory Enterprises-D
 Thomas A. Cary
 305 GOR 1933
 PO Box 122
 Kremmling, Colorado 80459
 1,970.724.2912 / 970.508.0185

Field Work: 22 July 2022
 Drawings: 27 January 2023
 Rec: 6 February 2023
 MSCAD 2022 Sheet 4 of 4
 PLS 25934 Scale 1" = 10'
 Loosehorse56@gmail.com

That Gregory A. & Carey A. Barnes Trustees of the Barnes Family Trust are the owners of that real property situated in the Town in the exterior boundary of Daven Haven Cabins, more particularly

On 6, T3N, R75W of the 6th P.M., are particularly described as follows:

Inner of said Section 6 bears N 13°44'39" E 311 feet; thence S 64°58'02" W a distance of 29.96 feet;

On 6, T3N, R75W of the 6th P.M., are particularly described as follows:

Inner of said Section 6 bears N 13°44'39" E 311 feet; thence S 64°58'02" W a distance of 29.96 feet;

On 6, T3N, R75W of the 6th P.M., are particularly described as follows:

Inner of said Section 6 bears N 13°44'39" E 311 feet; thence S 64°58'02" W a distance of 29.96 feet;

On 6, T3N, R75W of the 6th P.M., are particularly described as follows:

Inner of said Section 6 bears N 13°44'39" E 311 feet; thence S 64°58'02" W a distance of 29.96 feet;

On 6, T3N, R75W of the 6th P.M., are particularly described as follows:

Inner of said Section 6 bears N 13°44'39" E 311 feet; thence S 64°58'02" W a distance of 29.96 feet;

Trust, Gregory A. & Carey A. Barnes, under Trust Deed Instrument Trust, Gregory A. & Carey A. Barnes, as Trustees of the Barnes Family Trust, hereby plat this parcel, and it will be known as Daven Haven cabin is an accurate division of this property.

Trust, Gregory A. & Carey A. Barnes, under Trust Deed Instrument Trust, Gregory A. & Carey A. Barnes, as Trustees of the Barnes Family Trust, hereby plat this parcel, and it will be known as Daven Haven cabin is an accurate division of this property.

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Trust, Gregory A. & Carey A. Barnes, under Trust Deed Instrument Trust, Gregory A. & Carey A. Barnes, as Trustees of the Barnes Family Trust, hereby plat this parcel, and it will be known as Daven Haven cabin is an accurate division of this property.

3rd Amended Final Plat Daven Haven Cabins Correction Plat to Daven Haven Cabins Final Plat as described in Grand County Rec #2002-007245; and As Built Plat November 2009 as described in Grand County Rec #2005-004886; and Section Amendment 3rd Final Plat of Daven Haven Cabins as described in Grand County Rec #2008-011705; and Town of Grand Lake Amendment to the Development formally known as Daven Haven Cottages as described in Grand County Rec #2012-002995

On 6, T3N, R75W of the 6th P.M., are particularly described as follows:

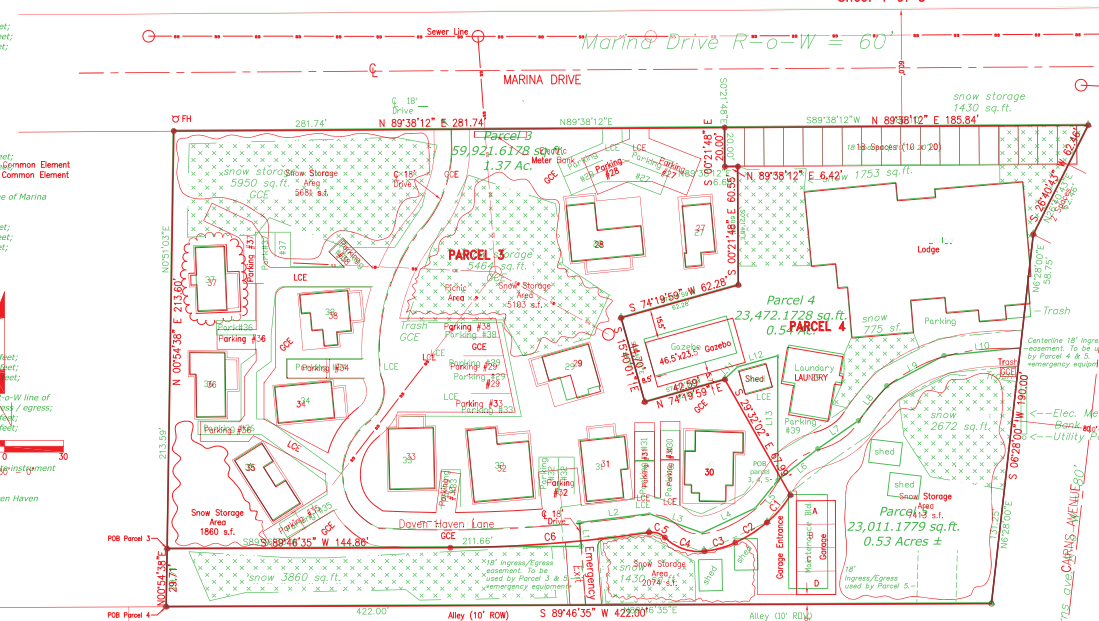


Table with columns: CURVE, RADIUS, DELTA, ARC, TANGENT, CHORD, BEARING, CHORD. Contains data for various curve segments.

LEGEND: Found #5 bar 1.5" AL cap, Set #5 bar Org.Plas.Cap. #25934

NOTICE: Public notice is hereby given that acceptance of this plat by the Town of Grand Lake does not constitute an acceptance of the roads and rights-of-way...

SURVEYOR CERTIFICATE: I, Lindell Lee Catlett, a duly registered land surveyor in the State of Colorado do hereby certify that this Correction Plat truly and correctly represents the relation of a survey made by me or under my direct supervision...

PLANNING COMMISSION CERTIFICATE: Approved this day of July, 2012, by Town Planning Commission, Grand Lake, Colorado.

PLANNING COMMISSION CERTIFICATE: Approved this day of July, 2012, by Town Planning Commission, Grand Lake, Colorado.

PLANNING COMMISSION CERTIFICATE: Approved this day of July, 2012, by Town Planning Commission, Grand Lake, Colorado.

PLANNING COMMISSION CERTIFICATE: Approved this day of July, 2012, by Town Planning Commission, Grand Lake, Colorado.

4. This Amended Final Plat is to the requirements. 5. Gross land area, by survey, is 143.00 acres. 6. Notice: According to Colorado law, this plat is subject to the provisions of the Colorado Revised Statutes...



OWNERS CERTIFICATE: We, Gregory A. & Carey A. Barnes, as owners of the above described property do hereby plat this parcel, which shall be known as Daven Haven Cabins, and do further represent that this plot represents a true and accurate division of this property.

ATTEST: Gregory A. Barnes, Carey A. Barnes, STATE OF COLORADO, COUNTY OF GRAND, Notary Public

OWNERS CERTIFICATE: We, Jim McComb and Kam McComb, as owners of the above described property do hereby plat this parcel, which shall be known as Daven Haven Cabins, and do further represent that this plot represents a true and accurate division of this property.

ATTEST: Jim McComb, Kam McComb, STATE OF COLORADO, COUNTY OF GRAND, Notary Public

OWNERS CERTIFICATE: I, Christopher Mandell, as owner of the above described property do hereby plat this parcel, which shall be known as Daven Haven Cabins, and do further represent that this plot represents a true and accurate division of this property.

ATTEST: Christopher Mandell, STATE OF COLORADO, COUNTY OF GRAND, Notary Public

OWNERS CERTIFICATE: We, Jim McComb and Kam McComb, as owners of the above described property do hereby plat this parcel, which shall be known as Daven Haven Cabins, and do further represent that this plot represents a true and accurate division of this property.

ATTEST: Jim McComb, Kam McComb, STATE OF COLORADO, COUNTY OF GRAND, Notary Public

OWNERS CERTIFICATE: We, Jim McComb and Kam McComb, as owners of the above described property do hereby plat this parcel, which shall be known as Daven Haven Cabins, and do further represent that this plot represents a true and accurate division of this property.

ATTEST: Jim McComb, Kam McComb, STATE OF COLORADO, COUNTY OF GRAND, Notary Public

TOWN OF GRAND LAKE
RESOLUTION 15-2010

Section 6, Item A.

A RESOLUTION GRANTING A LICENSE FOR THE ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY OF CERTAIN IMPROVEMENTS LOCATED ADJACENT TO PARCEL 4, DAVEN HAVEN COTTAGES OF THE TOWN OF GRAND LAKE

BE IT RESOLVED BY THE GRAND LAKE BOARD OF TRUSTEES THAT:

Section 1. A license is hereby granted to Greg and Carey Barnes, as owner (hereinafter the "Grantee") of Parcel 4, Daven Haven Cottages, Town of Grand Lake, for the purpose of allowing an encroachment into the public right-of-way of Cairns Avenue for proposed and preexisting improvements.

Section 2. In granting said license, the Town of Grand Lake expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.

Section 3. The preexisting improvements being permitted by this Resolution is a 14'x 8' concrete pad as well as a grease clean-out facility. The proposed improvement being permitted is an external cooler to be placed on the preexisting concrete pad; the proposed improvement will be screened on all four sides. The preexisting and proposed improvements are depicted on Exhibit "A". The encroachment is granted to allow the fire pit and bench to encroach no more than five feet (16.39) into the Cairns Avenue right-of-way.

Section 4. This license shall remain in full force and effect for the benefit of the Grantee, their heirs, successors and assigns, until such time as the Town, in its sole determination, determines that this license should end. At such time within 45 days of the Town providing notice to the Grantee, Grantee shall remove the improvement and restore that portion of the Town right-of-way to pre-existing condition or better at Grantee's expense. The Grantee may perform normal maintenance and repairs to the improvement, but may not enlarge it further into or above the public right-of-way.

Section 5. This Resolution is adopted with the considerations, among others, that it must be maintained solely by the owners. Granting of this license shall not be considered a precedent for any future encroachments.

Section 6. In consideration of this license, the Grantee hereby agrees to pay the Town the amount of One Hundred Dollars (\$100.00) in consideration for the granting of this license.


Section 7. This license is conditioned on the Grantee delivering a fully executed Indemnification Agreement (attached as Exhibit "B") of a content and form acceptable to the Town.

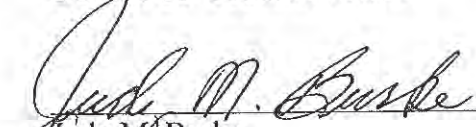
DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 24TH DAY OF MAY, 2010.

Votes Approving: 0
Votes Opposing: 4
Absent: 2
Abstained: 1

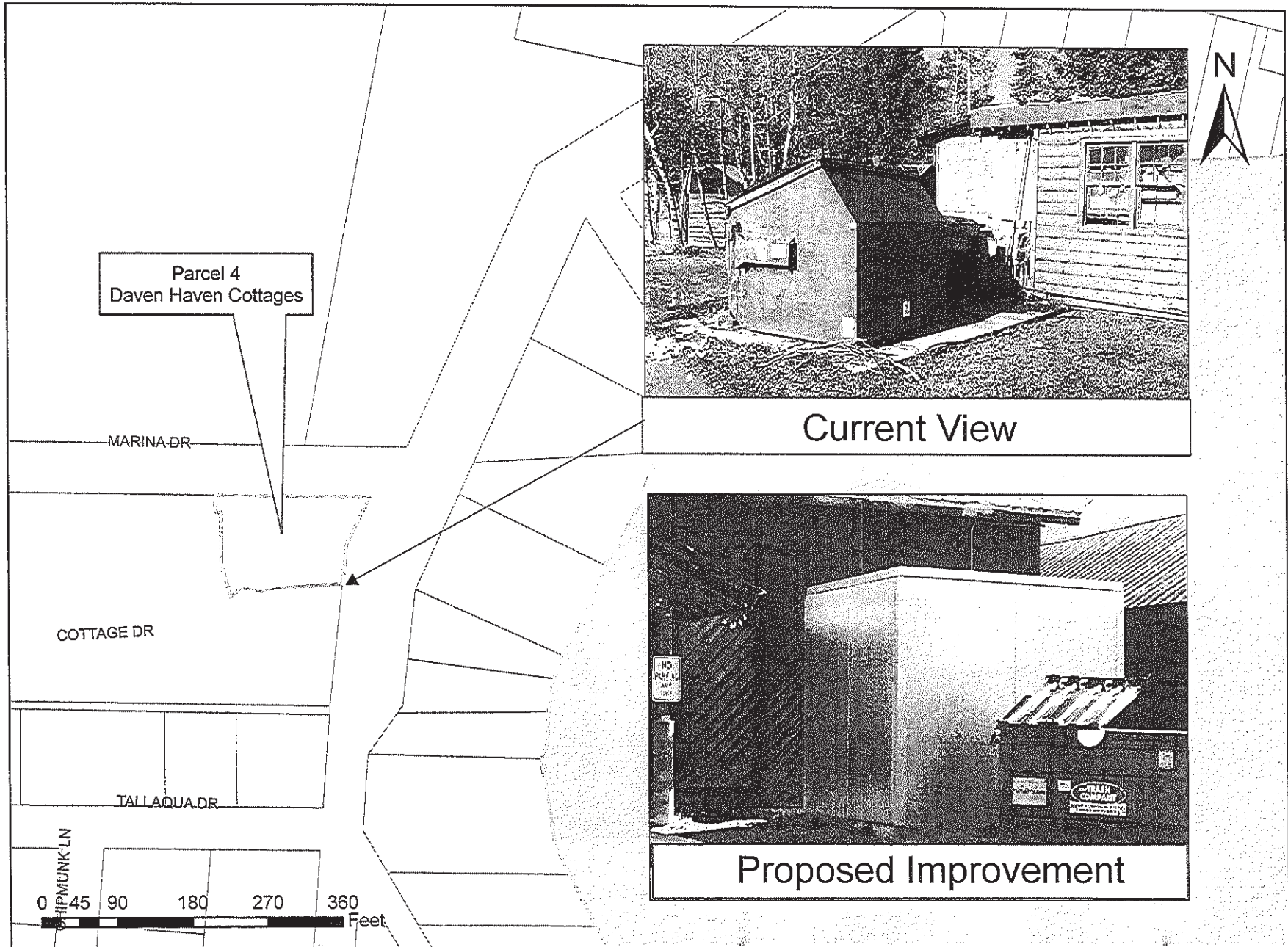
ATTEST:

TOWN OF GRAND LAKE


Ronda Kolinske,
Town Clerk


Judy M. Burke,
Mayor

Site Location Map and Site Photograph



Current location of Dumpster and grease bin 2023



TOWN OF GRAND LAKE
ORDINANCE NO. 13 - 2001

AN ORDINANCE GRANTING AN EASEMENT FOR THE ENCROACHMENT
INTO THE PUBLIC RIGHT-OF-WAY OF A CERTAIN EXISTING BUILDING
LOCATED ON PARCEL 4, DAVEN HAVEN COTTAGES,
TOWN OF GRAND LAKE

BE IT ORDAINED BY THE GRAND LAKE BOARD OF TRUSTEES THAT:

Section 1. An easement is hereby granted to Gregory A. Barnes and Carey A. Barnes as owners (hereinafter the "Grantees") of Parcel 4, Daven Haven Cottages, Town of Grand Lake, for the purpose of allowing existing encroachments into the public right-of-way of Cairns Avenue for a certain structure on said lot.

Section 2. In granting said easement, the Town of Grand Lake expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.

Section 3. This easement shall remain in full force and effect for the benefit of the Grantees, their heirs, successors and assigns, for so long as the encroachment remains as presently constructed. The Grantees may perform normal maintenance and repairs to the encroachments, but may not enlarge them further into or above the public right-of-way.

Section 4. Should any part or portion of any structure encroaching into the public right-of-way be partially or wholly destroyed, removed, or reconstructed, then this easement shall become null and void as it pertains to such structure and any new construction or reconstruction shall take place only within the confines of the property lines of Parcel 4, Daven Haven Cottages, Town of Grand Lake, and shall in all ways comply with the applicable zoning regulations, building codes and all other development regulations then in effect.

Section 5. In consideration of this easement, the Grantees hereby agree to pay for the costs of publishing this Ordinance. The Grantees further agree to pay the Town the amount of One Hundred Dollars (\$100.00) in consideration for the granting of this easement.

Section 6. This easement is conditioned on the Grantees delivering a fully executed Indemnification Agreement (attached as Exhibit "A") of a content and form acceptable to the Town.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 13TH DAY OF AUGUST, 2001.



ATTEST:

Votes Approving: 6
Votes Opposing: 0
Absent: 1
Abstained: 0

TOWN OF GRAND LAKE

Ronda Kalinske
Ronda Kalinske,
Town Clerk

By: *Gene M. Stover*
Gene M. Stover,
Mayor

Exhibit "A"
Indemnification Agreement

This Agreement is entered into this 13th day of August, 2001, by and between Gregory A. Barnes and Carey A. Barnes (hereinafter referred to as "the Barnes") and the Town of Grand Lake, (hereinafter referred to as "the Town".)

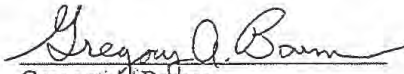
The Barnes, for themselves, their heirs and successors and assigns, pursuant to the provisions of Ordinance No. 13 - 2001, Town of Grand Lake, hereby agree to indemnify the Town against all liability, loss, cost, damage or expense sustained by the Town, including reasonable attorneys' fees and other expenses of litigation, whether prosecuted to judgment or not, arising out of, due to, or directly or indirectly relating in any manner to the easement granted to the Barnes by Ordinance No. 13 - 2001.

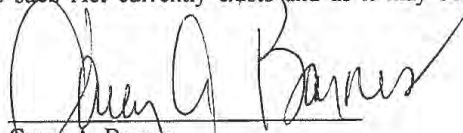
The Barnes shall also, at all times such easement shall remain in existence, indemnify the Town against all liens established against the property included within the easement or any improvements thereon or any part thereof.

In case any action or proceeding is brought against the Town, the Barnes shall, on notice from the Town, resist and defend such action or proceeding by legal counsel approved by the Town, which approval shall not be unreasonably withheld.

The Barnes shall reimburse the Town for all reasonable attorneys' fees and costs and other expenses of litigation as provided for in this Agreement within thirty (30) days of billing for such charges. The failure or refusal of the Barnes to pay such charges within said thirty (30) days shall result in the immediate termination of the easement provided for in Ordinance No. 13-2001.

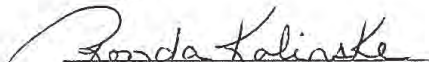
Nothing contained in this Indemnification Agreement shall waive any of the Town's rights or protection under the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, as such Act currently exists and as it may be amended from time to time in the future.



Gregory A. Barnes


Carey A. Barnes

(SEAL)
ATTEST:

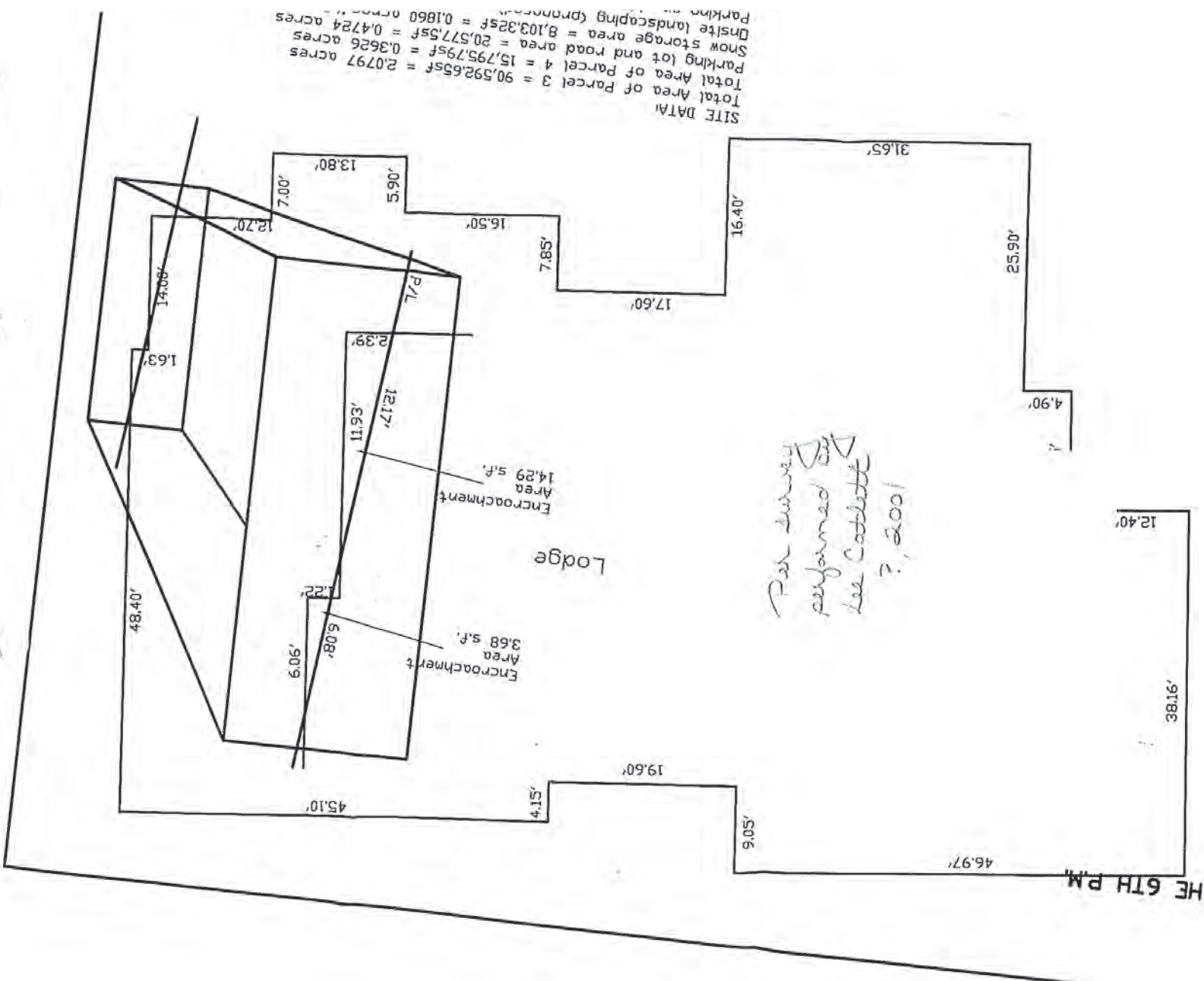

TOWN OF GRAND LAKE


Ronda Kolinske, Town Clerk

By: 
Gene M. Stover, Mayor


2001-010236 10/10/2001 03:51P ODC SARA ROSENE
2 of 2 R 10.00 D 0.00 N 0.00 GRAND COUNTY CLERK

SITE DATA
 Total Area of Parcel 3 = 90,592.65sf = 2.0797 acres
 Total Area of Parcel 4 = 15,795.79sf = 0.3626 acres
 Parking lot and road area = 20,577.55sf = 0.4724 acres
 Snow storage area = 8,103.32sf = 0.1860 acres
 Parking area = 0.1860 acres
 Dnsite landscaping (proposed) = 0.1860 acres



BARNES & SONS INC.
 P.O. BOX 1528
 GRAND LAKE, CO 80447-1528
 (970) 627-8144

EXPLANATION	AMOUNT

1008

23-7414-3020

PAY
 AMOUNT
 OF

One Hundred Dollars = $\frac{00}{100}$

DOLLARS

CHECK
 AMOUNT

DATE	TO THE ORDER OF	DESCRIPTION	CHECK NUMBER
8-30-01	Town of Grand Lake	Main Lodge Encroachment	1008

\$100.00

111011

 Security Features
 Details on Back.



A Federal Savings Bank
 P.O. BOX 587
 GRANBY, COLORADO 80446
 ACH ABA #242272324

Greg Baum

MP

⑆30 2074 145⑆ 0844003530⑆ 1008



Grand Lake Planning Commission

Discussion of 2020 Comprehensive Land Use Plan Items

TO: Chairman Shockey and Commissioners
FROM: Kimberly White, Planning Department
DATE: 02/15/2023
RE: Discussion of 2020 Comprehensive Land Use Plan Items

Purpose:

The 2020 Comprehensive Land Use Plan contains Goals, Strategies, and Priority Actions that were obtained using public surveys and meetings. Staff has requested that the Planning Commission review the items and give a list of their priorities to Staff to begin researching and bringing forward throughout the year.



TOWN OF GRAND LAKE Comprehensive Plan



November 2020

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Introduction

Introduction

The Introduction section discusses the plan’s purpose and authority, the process of updating the plan, and the plan’s organization. A table of prior plan accomplishments is also included.

Plan Organization

The 2020 Grand Lake Comprehensive Plan is designed to provide guidance for decision making in an easy to navigate, summary-style format structured around four lettered sections: Introduction, Plan Influences, Policy Framework and Plan Implementation. The entire plan document is searchable with hyperlinks embedded into the Table of Contents. Page numbers within each plan section are highlighted with a “pinecone” symbol using a different color shade for ease of reference.

Plan Influences

The Plan Influences section provides context for updating the comprehensive plan, including: a description of the Town’s setting; a community profile depicting noteworthy demographic data; a list of relevant plans and studies; and the Planning Influences Map depicting existing land use.

APPENDICES

In addition to this plan document, there are two separate, stand-alone appendices:

1. **Three Mile Area Plan (Draft).** The Town of Grand Lake Three Mile Area Plan is prepared to comply with Section 31-12-105(1)(e)(l) of the Colorado Revised Statutes. The Three Mile Area Plan is formatted as a two-sided 11” x 17” document, with sections addressing: the location, extent and character of the three-mile area; proposed land use; annexation policies; and annexation criteria.
2. **Design Guidelines for the Central Business District (Draft).** These design guidelines are extracted from the 2006 Comprehensive Land Use Plan and formatted as a stand-alone planning document. The design guidelines address architecture, landscaping, signage, and lighting in Grand Lake’s Central Business District and potentially could be used to inform the update of the Town’s adopted design review standards.

Policy Framework

The Policy Framework section outlines the plan’s vision and themes. Four plan themes serve as the plan’s unifying elements: A Natural Environment, An Authentic Place, A Healthy Economy and A Connected Community. Each plan theme summarizes relevant background information followed by a table that contains the theme’s overarching guiding principle and sets of achievable goals, key strategies and priority actions organized by topic. The updated Grand Lake Land Use Plan Map is housed within the An Authentic Place plan theme, and should be used to guide growth and land use decisions.

PROJECT MATERIALS

Large format versions of the planning maps in this document, along with other project support materials created during the planning process, are available for viewing at the Town Hall.

An electronic version of the Comprehensive Plan and its appendices can be found on the Town website at www.townofgrandlake.com.

Implementation

The Plan Implementation section organizes and prioritizes the action items from the four plan themes into a matrix with priority levels, timeframes for completion, cost estimates, and potential Town partnerships. The Plan Implementation matrix is a tool for monitoring and evaluating progress toward achieving the plan’s vision and goals.

Introduction

Purpose and Authority

The Colorado Revised Statutes, Title 31, Article 23, Part 2, outline the authority and duties of the Town of Grand Lake's Planning Commission to make, amend and carry out a comprehensive plan for the physical development of Grand Lake, Colorado. Per C.R.S. 31-23-207, the Town of Grand Lake Comprehensive Plan is considered necessary for "guiding and accomplishing a coordinated, adjusted, and harmonious development of the municipality and its environs."

The 2020 Town of Grand Lake Comprehensive Plan builds upon and updates the Town's 2006 Comprehensive Land Use Plan to guide the physical development of Grand Lake. The 2006 version of the comprehensive plan was used as an aid to create a more focused strategic planning document.



The 2020 Town of Grand Lake Comprehensive Plan should be considered a "targeted" update to the 2006 plan, with two major priorities:

1. Simplify the plan's layout for enhanced legibility and navigability; and
2. Make the plan more practical from both a contextual standpoint and from an implementation standpoint.

This 2020 Town of Grand Lake Comprehensive Plan update will continue to provide Town officials, residents, businesses, land owners, project applicants and developers with a broad policy tool for guiding decisions concerning land use and future growth, and serve as the foundation for land development regulations, capital improvement programming, and more detailed functional plans and studies.

GRAND LAKE COMPREHENSIVE PLAN



These words from the Grand Lake 2006 Comprehensive Land Use Plan still ring true today:

"A comprehensive plan is an attempt to take a look into the future. It represents the collective vision of all who participated in the process, as to how Grand Lake should evolve as it approaches build-out. Is the vision perfect? Probably not. But it represents a starting point. This plan provides a guide to help unify decisions we make toward common objectives. As our needs change, and new opportunities occur, we may want to adjust our course and modify the plan. Every effort has been made to base the plan on real community needs and Grand Lake values. If we now use it for all our land-use decisions, we will have a blueprint for our future that will focus our collective efforts."

Introduction

Planning Process

The Grand Lake 2006 Comprehensive Land Use Plan served the Town well for a number of years, as reflected in the list of accomplishments shown on page 4. As with any comprehensive plan, there is a need to periodically review and update the document. In 2017, Town representatives and a group of local citizens began the process of reviewing the 2006 plan document and considering options for an update.

In October 2019, the Town Board of Trustees formally appointed the Grand Lake Comprehensive Plan Task Force. The purpose of the Task Force is to "facilitate the update of the Town's Comprehensive Plan from initial selection of consultant to final adoption." The Task Force includes a Town Board member, two members of the Town's Planning Commission, the Town Planner and several members of the community.

A matching grant awarded for the project by the Colorado Department of Local Affairs led to the selection of a consultant team in December 2019 to prepare the plan update. Multiple Task Force meetings were held during 2020, providing representative community input and public outreach assistance for the project.

Task Force members helped publicize and staff two "Winter Bingo" exhibit events in early 2020, along with a public workshop held at the Grand Lake Community House on February 25, 2020. The public workshop - structured as a one-half day open house event - provided community participants an opportunity to complete several exercises relating to updating the plan's vision, goals and objectives, and confirming value statements created by Grand Lake Heart & Soul, a community initiative supported by the Orton Family Foundation.



Community Workshop 1

The Covid-19 pandemic that began in early 2020 resulted in state-mandated Stay at Home and Safer at Home orders, forcing the cancellation of several in-person meetings and a pivot to on-line engagement. On-line meetings were held with the Task Force, which created a list of potential stakeholders for supplemental public outreach. A dedicated website established at the onset of the project provided up-to-date information on public event exercise results, Task Force meeting presentations, draft documents and other project materials, with a contact page for public inquiries and feedback.

The planning process culminated with the presentation of the draft 2020 Town of Grand Lake Comprehensive Plan for adoption at Planning Commission and Town Board public hearings in November, 2020.

Introduction

Prior Plan Accomplishments

2006 Comprehensive Plan Action Item	Accomplishments Since 2006 Plan Adoption
Conduct a detailed analysis of providing affordable housing using other mountain resort communities as guidelines.	Multiple updates to Town land use code's affordable housing requirements (12-10) in 2008 and 2011, regarding affordable housing fees, individual studies, and inclusionary zoning.
Research provision to provide developer incentives for inclusionary zoning.	
Establishing an ordinance to proactively rehabilitate storefronts.	Commercial Enhancement Grant Program established.
Update land use code to include open space land use designation.	Adopted ordinances 05-2006 creating open space district and 06-2006 creating public district.
Incentives to create an "upper story" program in the central business district for residential/office.	Adopted ordinance 03-2007 amending multiple code sections for commercial zoned properties (12-2-6; 12-2-9 through 12-2-12(A); 12-2-17&a) & 12-2-18(A)).
Solicit applications for members to form a Central Business District Design Advisory Board (CBDDAB).	In 2007 a citizens advisory committee formed to review current Design Review Standards. In 2013, a Design Committee was formed as a result of the DCI Downtown Assessment, w/ recommendations that led to the Town's adoption of the Streetscape Masterplan in 2015.
Work with CBDDAB members to review and prioritize A, B, and C district guidelines.	Land use code 12-7 Design Review Standards apply to all districts.
Establish design guideline package for architecture, landscape, signage and lighting.	Adopted ordinance 23-2009 amending existing design review regulations.
BID to explore benefits of corporate sponsorship for special events.	Completed; Chamber of Commerce responsible for special events.
BID to discuss goals, and collaboration of Sol Vista Marina boat tours.	Adopted ordinance 28-2006 to create Grand Lake Marina Enterprise. Headwaters Marina town run enterprise.
Creation of a low-interest pool to finance building rehabilitation projects.	Low-interest business loans are available via USDA revolving loan program.
Eliminate fences, walls & permanent structures within the established 30' buffer along river and lake boundaries.	12-2-29 Stream & setbacks, variance rules; 12-7-4(e) Site Design Standards for fences & walls.
Establish guidelines for development in wetlands & wildlife habitat areas.	12-2-2029 Shoreline & Surface Water Regulations.
Establish guidelines for Mountain Pine Beetle management, coordinate with regional efforts.	2009 adoption of Ch. 13 of "Urban Forestry Management" which addresses "undesirable plant control".
Establishment of a hillside development ordinance for steep slopes.	Accomplished with update to Town land use code (12-9-11 and 12-2-29)
Design and implementation of a waterfront rowing/kayaking center.	Headwaters Marina leases to Mountain Paddlers. The Grand Lake Rowing Club runs Spirit Lake Regatta; Stand Up Paddlers leases waterfront space.
Boat ramp reconstruction.	Project completed.
Evaluate costs and implementation of conceptual monument signage sketches.	Cost estimates and sketches completed.
Cost/feasibility of purchasing Lot 9, Block 5 (corner of Lake & Garfield) to be part of Lakefront Park development.	Cost analysis completed, property purchased, resold and rezoned.
Conduct a study to evaluate boardwalk extension alignments and waterfront program uses.	2015 Grand Avenue Streetscape Masterplan adopted as Resolution 06-2015. A 2018 waterfront feasibility project was conducted by CU Denver's Colorado Center for Community Development.
Workshop with business owners to develop boardwalk design, landscaping, lighting and identify funding.	
Establish town trail signage for way finding along West Portal Rd.	2014 Town adopted Wayfinding Master Plan.

Plan Influences

Setting

Grand Lake is a small, rural mountain community located in northeast Grand County, Colorado at an elevation of 8,369 feet. Incorporated in 1944, the Town of Grand Lake is currently 671 acres in size. The town's namesake, Grand Lake, is Colorado's largest and deepest natural water body. Grand Lake is characterized by its scenic lake setting, an historic downtown with wooden boardwalks, and its access to outdoor recreation.

HISTORIC CONTEXT

Prior to its settlement beginning in the late 1860's, native American Indian tribes including the Ute, Northern Cheyenne and Arapaho hunted in the area. The large body of water now known as Grand Lake was originally called Spirit Lake based on a Native American legend. With the arrival of trappers and homesteaders, a frontier town known as Grand Lake City emerged on the west shore of Grand Lake. The mining boom in the 1870's brought outfitters to supply the region's mining towns, and, in 1881, the Grand Lake Townsite was platted on Grand Lake's flatter, broader north shore.

Since the late 1800's Grand Lake has evolved as a tourist destination. By 1900 more than 1,000 people migrated to the Town every summer, and the Grand Lake Yacht Club was organized in 1902. In 1915, Rocky Mountain National Park was established, bordering Grand Lake on three sides. The completion of Trail Ridge Road in 1939 brought more summer visitors and cemented Grand Lake as a gateway community.

With Trail Ridge Road closed from approximately the first major snowfall of the season through Memorial Day, Grand Lake sits at the end of the road near the western entrance for the remaining portion of the year. As a result, the town's population and its economy fluctuate dramatically in the winter and its shoulder seasons. Despite its limited accessibility, an increasing number of sport enthusiasts travel from the Colorado Front Range, through the Fraser Valley and up from Granby to enjoy Grand Lake's abundant passive and active winter recreational opportunities.

Grand Lake today is a reflection of its history, with a rustic mountain character, a resilient population of year-round residents, and second homeowners and visitors who flock to the area for its beauty, culture and charm.

REGIONAL CONTEXT

Grand Lake is situated along US Highway 34 north of Granby, Colorado in the "Three Lakes" area: Lake Granby, Shadow Mountain Reservoir, and Grand Lake. US 34 becomes the Trail Ridge Road Scenic Byway as it runs from Grand Lake through Rocky Mountain National Park to Estes Park and the Colorado Front Range. Open only in the summer and fall, Trail Ridge Road is the highest continuously paved road in the U.S. The town serves as the western gateway to Rocky Mountain National Park, the third most visited national park in the nation.



Regional Context Map



Historic Grand Lake 2

Plan Influences

Community Profile

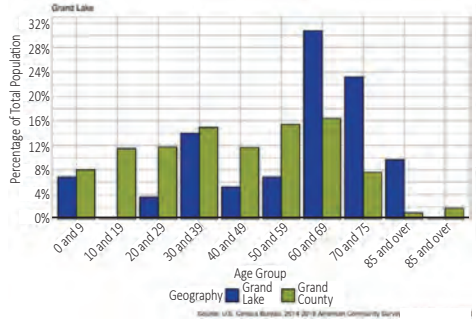
Population Growth		
Year	Population	Growth Rate
1990	259	
1995	337	5.4%
2000	418	4.4%
2005	407	-0.5%
2010	469	2.9%
2015	483	0.6%
2018	505	1.5%

Source: State Demography Office

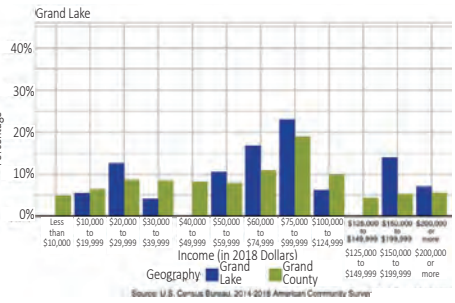
Grand Lake Housing Units: 2018	
Housing Category	# Units
Total Housing Units	995
Occupied Housing Units	256
Vacant Housing Units	739
Vacancy Rate	74.3%
Total Population	505
Household Population	502
Group Quarters Population	3
Persons per Household	1.96

Source: State Demography Office

Population Distribution by Age for 2018



Household Income Distribution



Grand Lake: All Jobs, 2017

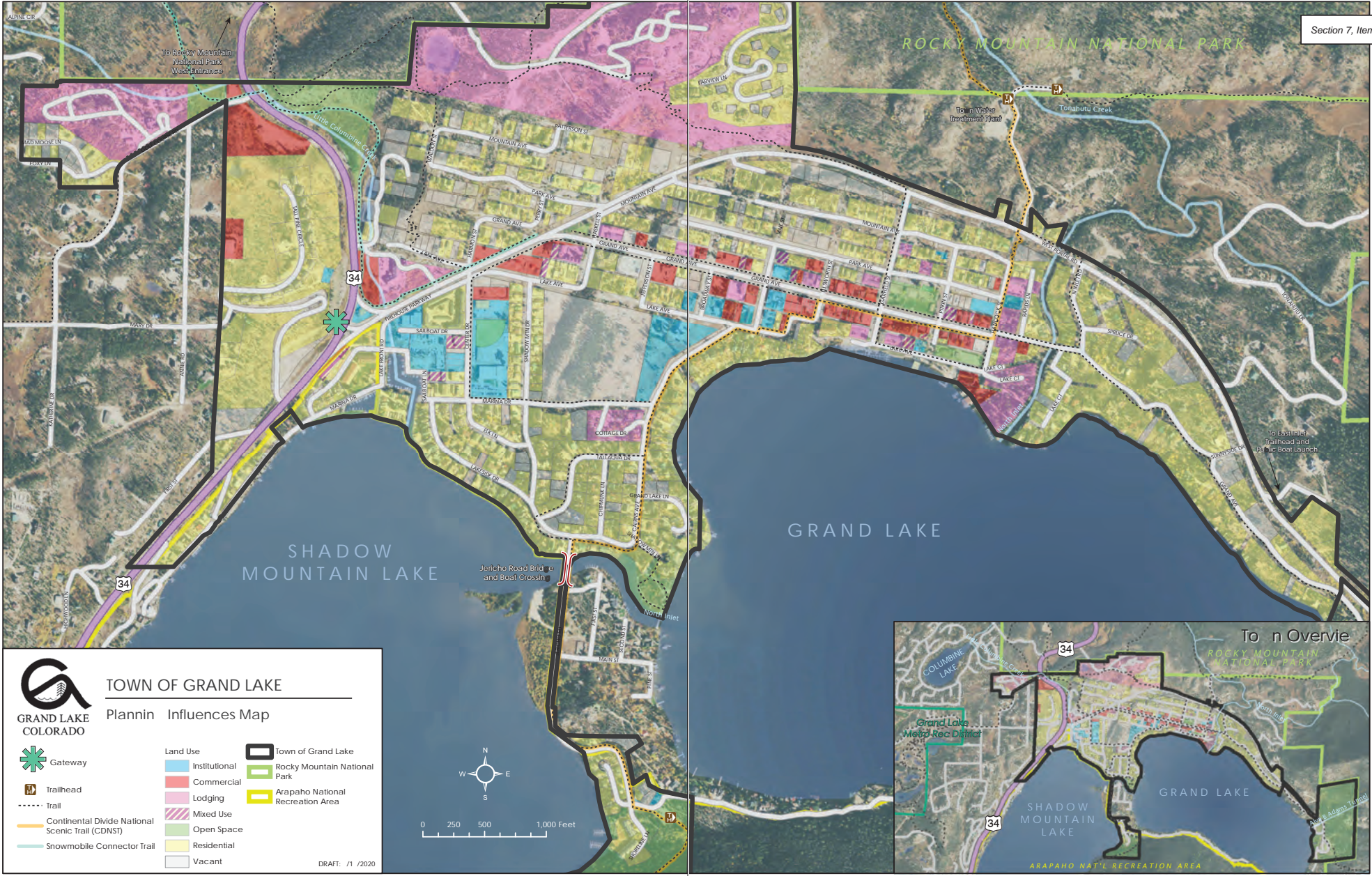


Plan Influences

Relevant Plans and Studies

Date	Short Title	Description
Various	Grand Lake Municipal Code	Relevant chapters include Chapter 11: Municipal Property Regulations; Chapter 12 Land Use Regulations; Chapter 13: Urban Forestry Management; and Chapter 6, Article 3: Sign Regulations.
2002	Traffic Design Concept	This document provides an overview and design concepts associated with creating a roundabout at West Portal Rd., Lake Ave. and Center Dr.
2003	3-Mile Plan (Draft)	
2003	Grand Lake Trails: The Northwest Passage	
2004	Traffic Analysis for Future Improvements	A preliminary analysis of future improvements to the roadway network on the west side of Grand Lake. Particular attention is focused on improving traffic flow at the connection of Town roads and US 34.
2006	Comprehensive Land Use Plan	The Town's current adopted comprehensive plan.
2009	Parks, Open Space and Trail Plan (Draft)	This draft supplement to the 2006 comprehensive plan document provides a detailed inventory of the Town's existing parks, trails and open space, along with recommendations for park improvements.
2011	Grand County Master Plan	This is a policy document for making orderly and desirable decisions concerning the future use of land in the County.
2012	Grand Lake Zoning Map	The Town of Grand Lake's Zoning Map.
2012-2014	Rocky Mountain Repertory Theater Economic Impact Study	
2013	Downtown Grand Lake Community Assessment	This report provides an overview of the downtown assessment process, a list of observations, and recommendations for downtown improvement.
2014	Gateway Community Livability Assessment	This report evaluates the natural, cultural, physical and economic health of the community, relative to six principles of livability.
2014	Wayfinding Master Plan	This document creates a wayfinding signage masterplan that includes conceptual signage designs, preliminary signage locations, probable costs for sign fabrication and installation, and an action plan.
2015	Community Fire Protection Plan	This strategic plan identifies specific wildland fire risks and provides prioritized mitigation recommendations designed to reduce those risks.
2015	Grand Avenue Streetscape Plan	This is a streetscape plan for Grand Avenue from Portal Road to Hancock Street. The plan identifies existing street conditions and suggests design measures to benefit street function, safety, walkability, and appearance.
2016	Grand Lake Clarity Stakeholders MOU	This MOU formalizes an adaptive management approach focused on achieving numeric water clarity goals (instead of standards) for Grand Lake.
2016	Northwest Coordinated Transportation & Human Services Plan	This plan serves as the Regional Coordinated Transit and Human Services Plan for the Northwest Transportation Region, identifying projects to enable transit and human service providers to improve mobility.
2017	Policy Summary Analysis	An analysis conducted by various community members of policies associated with the 2006 Grand Lake Comprehensive Land Use Plan.
2018	Grand County Housing Study	This study focuses on strategies to develop housing that will be affordable for County residents, with specific application to Grand Lake.
2018	Grand Lake Shoreline Expansion	A set of conceptual design drawings for the expansion and improvement of Gene Stover Lakeside Park, and includes parking and transit options.
2019	Preliminary Feasibility Study and Arts Market Survey	This preliminary feasibility study is the first step in determining how an affordable arts development project can move forward in the context of Grand Lake's unique needs, assets, and resources.
2019	Headwaters Trails Alliance Strategic Trails Plan	This document is an update to the 2014 Headwaters Master Trails, with a more specific, geographic regional approach to defining specific priorities and goals, with specific application for the Granby-Grand Lake Sub-Area.
2019	2020 -2024 Draft CIP	Proposed capital improvements for the Town of Grand Lake and their projected cost over the next five years.

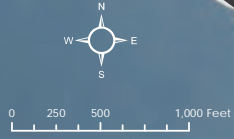




TOWN OF GRAND LAKE
GRAND LAKE COLORADO
Planning Influences Map

Gateway	Institutional	Town of Grand Lake
Trailhead	Commercial	Rocky Mountain National Park
Trail	Lodging	Arapaho National Recreation Area
Continental Divide National Scenic Trail (CDNST)	Mixed Use	
Snowmobile Connector Trail	Open Space	
	Residential	
	Vacant	

DRAFT: / 1 / 2020



Policy Framework

Overview

The Policy Framework is the heart of the comprehensive plan, and outlines the Plan’s vision, themes, guiding principles, achievable goals, key strategies and priority actions. The following graphic depicts the policy framework hierarchy:



* Informed by Heart & Soul Value Statements

VISION STATEMENT

A statement of a community’s vision for its future. The vision statement from the 2006 Comprehensive Land Use Plan was reviewed by the Task Force and remains relatively unchanged, retaining its timeless core community values of protecting the natural environment, preserving the town’s history, and enhancing the economic vitality of Grand Lake.

PLAN THEMES

The principal areas of focus and organizing elements of the Comprehensive Plan. Each plan theme contains background information, a guiding principle, and a set of achievable goals, key strategies and priority actions.

GUIDING PRINCIPLES

Each plan theme is framed by a guiding principle. A guiding principle reflects the community’s values for each plan theme, and begins with the words “We value”. The guiding principles are informed by several value statements prepared by Grand Lake Heart & Soul and public input.

ACHIEVABLE GOALS

An achievable goal is a qualitative statement of a desired direction or future condition that is attainable. Achievable goals read like directives for the community at-large and start with the word “To”. Each plan theme is limited to a few carefully crafted achievable goals to emphasize their importance. Achievable goals are informed by a review of existing documents including the 2006 plan’s multiple vision statements, goals and objectives; the 2020 SWON (Strengths, Weakness, Opportunities and Needs) analysis; and Town staff, Task Force and public input.

KEY STRATEGIES

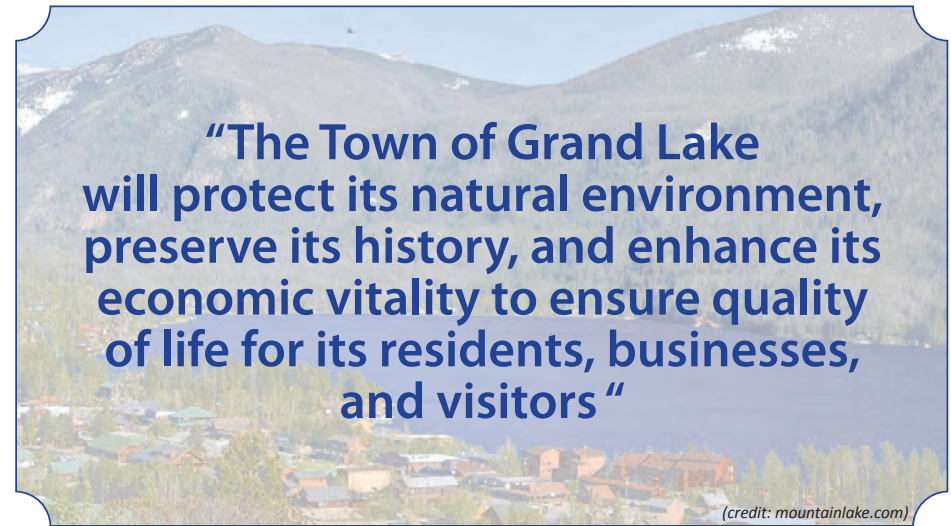
A statement of collaboration, linking achievable goals with priority actions. Each Key Strategy begins with the words “Work with...”. Key strategies are informed by a Stakeholder Identification Worksheet prepared by the Task Force.

PRIORITY ACTIONS

A statement of an initiative based on its potential to make substantive progress toward achieving a goal. Actions are prioritized for completion in short-term (1-3 year), mid-term (3-5 year), and long-term (> 5 year) time frames. Priority actions are informed by a review of the 2006 plan’s policies and action items, other existing plans and studies, the 2020 SWON analysis, and Town staff, Task Force and public input.

Policy Framework

Vision Statement



Plan Themes and Guiding Principles

The following are the four plan themes for the 2020 Grand Lake Comprehensive Plan, followed by their guiding principles.

A NATURAL ENVIRONMENT

Guiding Principle:

We value the Grand Lake area’s unique natural surroundings, the water, trails, forests, wildlife, and mountains. We appreciate those organizations that work to protect our wonderful natural resources and provide access to them.

AN AUTHENTIC PLACE

Guiding Principle:

We value the historical character and serenity of our small-town community that support the quality of life in and around Grand Lake.

A HEALTHY ECONOMY

Guiding Principle:

We value the businesses providing quality services, employment opportunities and an economic base for our community. Grand Lake is noted for the casual, historical, western character of its shops, restaurants and lodgings, even more convenient as our year-round economy is strengthening. We welcome current and future business opportunities like Grand Lake’s designation as a Creative District and award of Space to Create.

A CONNECTED COMMUNITY

Guiding Principle:

We value positive, transparent collaboration between Town, surrounding community and other contributing organizations to provide quality services.

Plan Theme: A Natural Environment

Background

Grand Lake is surrounded by thousands of acres of public lands and has an abundance of scenic and natural resources. With a vast amount of open lands come a number of regional and local trails for hikers, mountain bikers, horseback riders, cross-country skiers and snowmobilers. Several of these trails connect directly to Grand Lake with trailheads located on the edge of town, including the Continental Divide Trail, a 3,100-mile trail traveling from Mexico to Canada. Maintaining and enhancing accessibility to this trail system is vital to the enjoyment of Grand Lake's pristine natural environment.



Local trail 3

A diverse array of wildlife can be seen in Town and on nearby trails, including moose, bear, bobcat, deer, elk, raptors, fox and songbirds. The creeks and streams throughout the area serve as wildlife corridors. Ample setbacks and vegetative buffering of these drainages are key to remaining useful as wildlife movement corridors.



Moose near Grand Lake 4

Many of the local creeks and streams feeding both Grand Lake and Shadow Mountain Reservoir feed the headwaters of the Colorado River system. The Colorado River basin is the primary source of water for Colorado and a number of states in the western U.S. The Colorado - Big Thompson (CBT) project was designed to collect and deliver up to 310,000 acre-feet of water annually from the Colorado River Basin.

The CBT project pumps the water uphill to Grand Lake, through a series of reservoirs including Shadow Mountain and Lake Granby. Grand Lake is Colorado's largest and deepest natural lake at 507 acres and 265 feet deep. From an outlet on the east side of Grand Lake, water diversions flow through the Alva B. Adams Tunnel to Colorado's Front Range. The CBT project requires that the water level in Grand Lake not fluctuate more than 6 inches annually. Due to this regulated water level, Grand Lake is not subject to drought conditions (extreme water level fluctuations) as are many Colorado reservoirs. Regulating Grand Lake's water level and maintaining its clarity plays an important role in the desirability of Grand Lake for year-round recreation.



Grand Lake water clarity 5

Plan Theme: A Natural Environment

Grand Lake's environmental character is also strongly influenced by its topography. The area's mountainous terrain yields outstanding views, yet also harbors potential geologic hazards. These geologic hazards include rockfall, avalanche, and mudslides on unstable or steep slopes. Various pockets of steep slopes – defined as slopes over 30% in grade – exist within the Town boundary and in the surrounding unincorporated area.

The heavily forested steep slopes surrounding Grand Lake also contribute to the potential for wildfire from lightning strikes, campfires or arson. The area is especially vulnerable due to a past infestation of Mountain Pine Beetles, which, since 2006, caused mortality in over 90% of large diameter Lodgepole pine in and around the Grand Lake Fire Protection District. The Community Wildfire Protection Plan for the Grand Lake Fire Protection District identifies specific wildland fire risks and provides prioritized mitigation recommendations designed to reduce those risks.

In addition to public safety concerns, development on steep or unstable slopes creates a significant negative impact on the important visual character that defines the community. The lakeshore and adjoining mountain views are valuable assets which are vulnerable to obstruction from development along US 34. Preserving the high-quality views of Shadow Mountain and Shadow Mountain Reservoir from the U.S. 34 corridor is critical for maintaining Grand Lake's rich environmental character.

Reducing the risks of natural hazards and conserving Grand Lake's abundant environmental attributes is vitally important to sustaining the lifeblood of Grand Lake's economy - outdoor recreation. Maintaining and expanding outdoor recreation opportunities will be dependent on sound environmental stewardship.



View of Mount Craig, a.k.a. "Mount Baldy" 6



View of Shadow Mountain Reservoir 7



Sailing on Grand Lake 8





Plan Theme: A Natural Environment

Section 7, Item B.

Guiding Principle:
We value the Grand Lake area's unique natural surroundings, the water, trails, forests, wildlife, and mountains. We appreciate those organizations that work to protect our wonderful natural resources and provide access to them.

ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

Open Space & Trails	
Achievable Goal: To conserve public open lands and their abundant natural resources.	Priority Action:
Key Strategy: Work with national, state and local agencies and organizations where necessary to effectively manage public open lands for natural area protection and/or recreational use.	Update and adopt the draft Parks, Trails and Open Space Master Plan to include all lands designated as Open Space on the Land Use Plan and an evaluation of potential pocket parks on Town properties.
	Update Chapter 12 Article 9 of the Town's Land Use Regulations to clarify the language in relation to the land dedication requirements for open space.
Achievable Goal: To improve access to, and interconnectivity with, designated open lands.	Priority Action:
Key Strategy: Work with national, state and local agencies and organizations to improve access to permanently reserved designated open lands for passive and active recreational uses.	Update the proposed trail network section in the draft Parks, Trails and Open Space Master Plan to be consistent with recommendations in the HTA Strategic Trails Plan.
	Implement directional signage for locating and identifying trailheads in accordance with the Wayfinding Master Plan.
	Develop a multi-use trail from Grand Lake to the Arapaho-Roosevelt National Forest/Arapaho National Recreation Area.
	Design a cross-country ski trail on Grand Lake.
Viewshed Protection	
Achievable Goal: To preserve scenic vistas.	Priority Action:
Key Strategy: Work with Grand County to ensure the preservation of key lake and mountain view corridors.	Negotiate an intergovernmental agreement with Grand County that provides for joint review of land development proposals where necessary.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to create a scenic overlay zoning district and associated supplemental regulations for viewshed protection.
	Update Chapter 12 Article 7 of the Town's Land Use Regulations to discourage flat roofs.
	Update Chapter 12 Article 9 of the Town's Land Use Regulations with "Dark Sky" compliant lighting standards for protecting the natural quality of the night sky.
Watershed Protection	
Achievable Goal: To keep Grand Lake blue.	Priority Action:
Key Strategy: Work with federal, state and local agencies to monitor and improve water clarity in Grand Lake.	Update and/or extend the 2016 Grand Lake Clarity Stakeholders Memorandum of Understanding (MOU) prior to its expiration in 2021.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations using necessary checklists, charts, and procedures to clarify and enhance the shoreline and surface water regulations
Hazard Mitigation	
Achievable Goal: To reduce the risks of natural hazards.	Priority Action:
Key Strategy: Work with national, state and local agencies to reduce the risk and/or mitigate the impacts of wildland fires, flood damage and other natural hazards.	Update Chapter 12 Article 9 of the Town's Land Use Regulations to integrate the recommendations of the Colorado Water Conservation Board for flood damage prevention.
	Update the Town's Fire Mitigation Regulations to integrate the recommendations of the Grand Lake Fire Protection District for increasing defensible space and reducing structural ignitability.
	Educate residents on Ready-Set-Go and other evacuation plans prepared by the Grand Lake Fire Protection District and the Grand County Office of Emergency Management.

Plan Theme: An Authentic Place

Background

Grand Lake is distinguished by its authenticity as a Colorado mountain town. It has retained its rustic character through the efforts of an actively engaged community that strongly values its history and local culture.

Grand Lake’s “Rustic Style” of architecture is reflected in several buildings listed on the Colorado Historic Register, including:

- The Grand Lake Community House built in 1922 in the center of the historic town square. The Community House is used for a variety of public and private events.
- The Grand Lake Lodge, completed in 1920, continues to service visitors to Rocky Mountain National Park and Grand Lake.
- The Kauffman House, built in 1892 as a hotel to accommodate summer tourists. The Kauffman House currently serves as a museum.
- The Smith Eslick Cottage Camp, a motor court built in 1915. The GLAHS is working to preserve the Cottage Camp site dedicated to Grand Lake’s early auto tourism history.

With the exception of the Grand Lake Community House, these properties are also listed on the National Register of Historic Places.



Kauffman House 10



Grand Lake Lodge 11



Grand Lake Community House 9



Smith Eslick Cottage Camp 12

Plan Theme: An Authentic Place

The Town’s geographic setting – bordered by Rocky Mountain National Park, Grand Lake, Shadow Mountain Reservoir, the Arapaho National Forest, and United States Bureau of Reclamation land – strongly influences its development pattern and compact form. Like many towns originally settled in the late 1800’s, Grand Lake was platted in a grid pattern of wide streets. The original grid pattern is interrupted by a glacial moraine and West Portal Road, most notably in the steep hillside of the Woodpecker Hill residential neighborhood.

Grand Avenue – Grand Lake’s “Main Street” – is the central spine of the original grid with a 100-foot wide right-of-way. Grand Avenue’s major cross streets, from Pitkin Street to Walden Street, are 80 feet wide. Mountain Avenue and Park Avenue also have 100-foot right-of-ways. The wide street rights-of-way contribute to Grand Lake’s unique character, most notably in the form of the boardwalks that line Grand Avenue within the town’s commercial core.



Grand Lake’s Modified Grid Pattern

In 2015, a study to enhance the function and appearance of Grand Avenue was completed. The Grand Avenue Streetscape Master Plan identified four major “interventions” for Grand Avenue, as follows:

1. Define the blocks of the first four blocks of Grand Avenue (Portal Rd. to Vine St.) with a driving lane, bike/snowmobile lane, greenway, and sidewalk.
2. Enhance the corners from Vine St. to Hancock St. with curb extensions to gain pedestrian space and safety.
3. Create seasonal mid-block extensions to bring pedestrian space and activity to the street.
4. Create and clarify greenway regulations, maintenance plan, and development strategies to fully utilize this pedestrian space.

In addition to prioritizing multiple short, mid and long-term action items, the Grand Avenue Streetscape Master

Plan included recommendations from several other plans and studies completed since 2006, including the original 2006 Grand Lake Comprehensive Land Use Plan, the Grand Lake Community Assessment, and the Gateway Community Livability Assessment. As such, the Grand Avenue Streetscape Plan is a valuable community design tool for maintaining and enhancing the heart of Grand Lake, its central business district.

The Town and its residents place a high value on quality, controlled growth for the entire community. The Land Use Plan Map on pages 20 and 21 identifies twelve land use designations that are intended to provide guidance for ensuring a balance of residential, commercial, resort and institutional development.

The Land Use Plan Map also identifies three potential future Town growth areas:

1. A number of residences south of the Wescott / Jericho bridge commonly called “Rainbow” Bridge and east along Jericho road. This “Old Grand Lake” area is largely built-out yet may desire Town services in the future and, if so, would need to petition for an annexation election.
2. Multiple residential lots along and accessed from West Portal Road, between the existing Town boundary and Rocky Mountain National Park. Potential residential estate development is also possible in three locations that have a flat to rolling terrain condition and are outside of sensitive drainages.
3. Numerous residential and commercial parcels along US Highway 34 to the North Fork of the Colorado River. Commercial development in this area should complement, and not directly compete with, businesses in Grand Lake’s central business district.

In addition to these three growth areas, there may be individual parcels contiguous to current Town boundaries that could be incorporated into Grand Lake with minimal impact.

The Town does not currently have an adopted Three Mile Area Plan. A Three Mile Area Plan could provide policy direction and review criteria for considering future annexation petitions. A Three Mile Area Plan should be adopted and annually updated in accordance with state annexation statutes. A draft Three Mile Area Plan is included as an appendix to this comprehensive plan.



Plan Theme: An Authentic Place

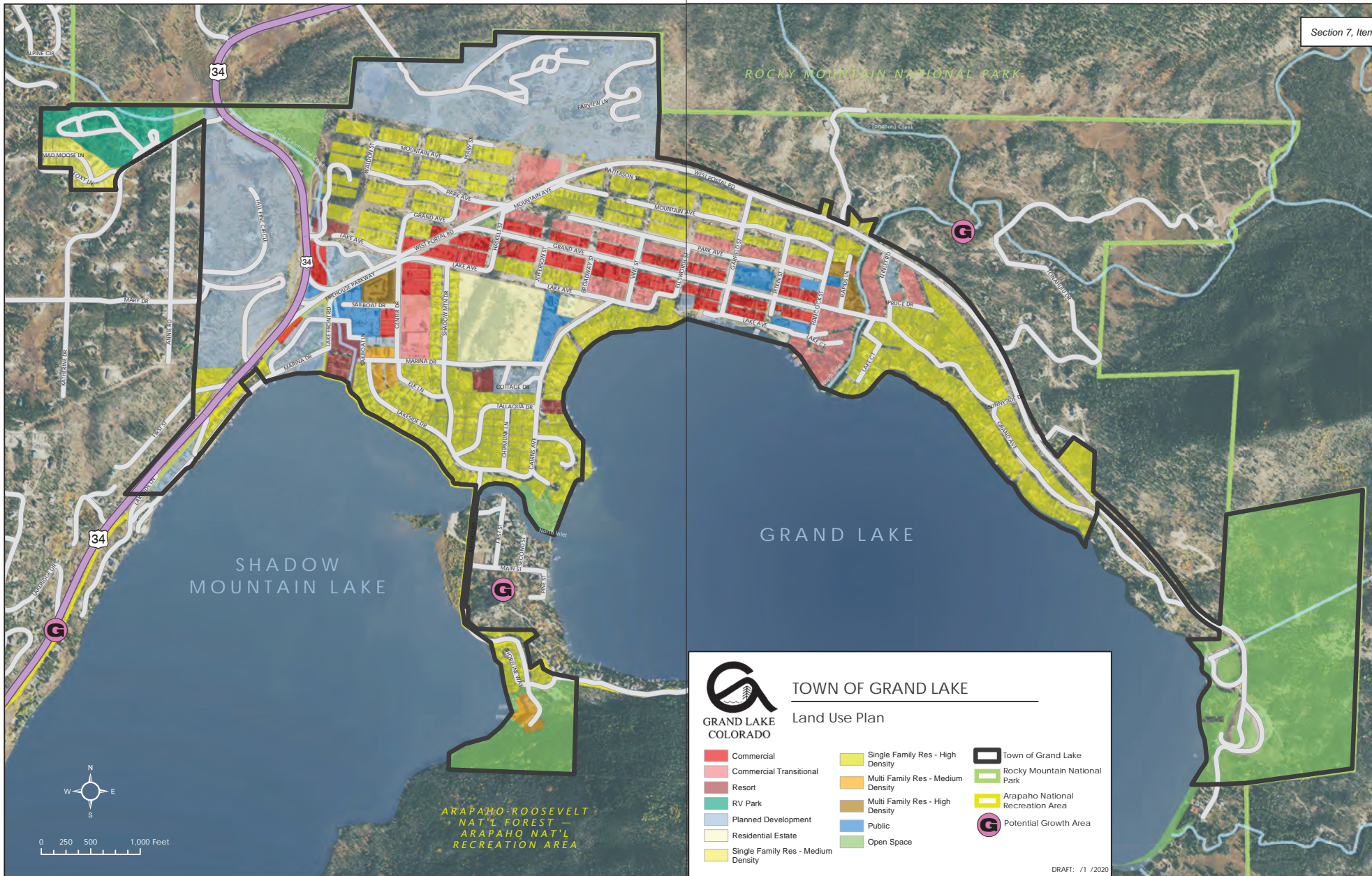
Section 7, Item B.

Guiding Principle:
We value the historical character and serenity of our small-town community that supports the quality of life in and around Grand Lake.

ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

Community Design	
Achievable Goal: To preserve Grand Lake’s unique rustic small-town character.	Priority Action:
Key Strategy: Work with national, state and local agencies and organizations to protect Grand Lake’s historic resources.	Update the Design Review Standards in Chapter 12 Article 7 of the Town’s Land Use Regulations to include recommendations from the Design Guidelines for the Central Business District and the Streetscape Master Plan.
	Continue to implement the Action Items listed in the Streetscape Master Plan.
	Explore opportunities to revitalize existing building frontages in the central business district that are inconsistent with the Town’s rustic western style.
	Update and implement Lake Front Park design concepts.
Land Use	
Achievable Goal: To foster quality development.	Priority Action:
Key Strategy: Work with local stakeholders to update the Town’s land development regulations.	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to add purpose and intent statements for each of the eighteen zoning districts, and consolidate permitted uses into a single table for ease of reference.
	Update Chapter 12 Article 9 of the Town’s Land Use Regulations to streamline development review procedures and consolidate application types into a single table for ease of reference.
	Update Chapter 6 Article 2 of the Town’s Sign Code to be legally compliant with content-neutrality standards.
	Integrate all relevant Articles from Chapters 6, 11, 12 and 13 of the Town Municipal Code into a unified land development code and resolve any discrepancies or redundancies.
	Update the Town’s Official Zoning Map consistent with the Land Use Plan’s color code and any rezoning or other corrections since 2012.
Managing Growth	
Achievable Goal: To maintain control of local land use decisions.	Priority Action:
Key Strategy: Work with Grand County and others to direct growth into appropriate locations.	Adopt a Three Mile Area Plan in accordance with CRS 31-12-105.
	Annually adopt a resolution updating the Town’s Three Mile Area Plan in accordance with CRS 31 -12-105.
	Prepare an extraterritorial Major Street Plan in accordance with CRS 31-23 212 and 213.





Plan Theme: A Healthy Economy

Background

Since the turn of the twentieth century, Grand Lake's economy has been strongly linked to tourism and outdoor recreation. Grand Lake's location as the western gateway to Rocky Mountain National Park is a significant economic asset for the community. Over 4.5 million tourists visited Rocky Mountain National Park (RMNP) in 2018, although the majority of park visitors travel through RMNP's eastern gateway, Estes Park, and do not make the journey to Grand Lake. In addition, the vast majority of trips to RMNP are between June and September.



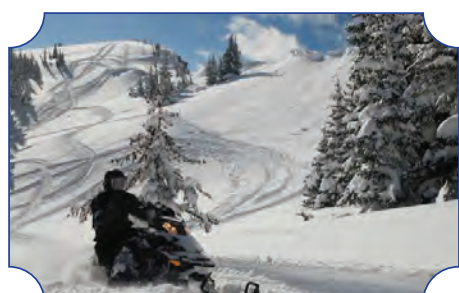
Western RMNP Entrance 13

Likewise, Grand Lake's economy is largely seasonal, yet includes many other unique attractions besides RMNP: hiking, ATV and mountain biking trails on US Forest Service land; a historic, walkable downtown on the shore of Grand Lake; rowing, paddling, boating and fishing on Grand Lake and Shadow Mountain Reservoir; an annual Regatta Week hosted by the Grand Lake Yacht Club; the long-standing Buffalo Days Weekend festival and other local cultural events, notably performances by the Rocky Mountain Repertory Theatre.



Grand Lake Festival 14

Mid-October through Memorial Day is Grand Lake's "secondary season." Those visitors that make the journey and access RMNP trails from the edge of town are treated to a winter wonderland. The Grand Lake Golf Course becomes the Grand Lake Nordic Center, available for cross-country skiing and snowshoeing. Two downhill ski resorts (Winter Park/Mary Jane and Granby Ranch) are within one hour drive of Grand Lake. And with access to hundreds of miles of snowmobile trails, Grand Lake is known as the "Snowmobile Capital of Colorado."

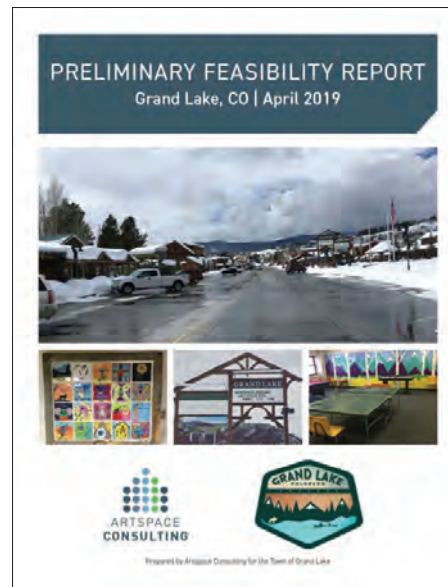


Snowmobiling in Grand Lake area 15

The sustainability of year-round tourism and outdoor recreation opportunities is vitally important to Grand Lake's local economy. Grand Lake is committed to outdoor recreation in all seasons. Monthly and annual sales tax revenue from retail, restaurant, and lodging has been steadily increasing for the last several years.

One recent challenge is the Covid-19 pandemic which resulted in a dramatic reduction in tourism-related visits during the spring of 2020. Seasonal workers from foreign countries were also not able to travel to Grand Lake during the pandemic. High school students also typically leave the summer workforce in mid-August to return to school. Communities such as Grand Lake that are gateways to national parks can anticipate short-term fluctuations in business stability and revenue. Long-term economic resiliency may become dependent on retaining a year-round workforce that will create additional demand for local goods and services. An expanding workforce will also need to be supported with myriad social and human services in order to live year round in Grand Lake.

Plan Theme: A Healthy Economy



Attracting more workforce housing is therefore vital to sustaining a healthy economy. The 2018 Housing Plan for the Study Areas of Granby, Grand Lake, Kremmling, and Hot Sulphur Springs identified the following potential housing unit goal by 2023: 20 homes and apartments deed restricted at or below 120% of the Area Median Income (AMI) for owners and 100% AMI for renters. The plan noted that accomplishing this goal would address 67% of the gap, in the Grand Lake area.

In 2018, Colorado Creative Industries (CCI) certified Grand Lake as a creative district, with access to the resources of "Space to Create", a workforce housing program. A preliminary feasibility report completed in 2019 identified multiple sites in Grand Lake for a potential Artspace workforce housing project. A market study is underway and funding opportunities are currently being explored for this exceptional public private partnership opportunity.

Grand Lake has several other tools available for promoting affordable housing development, including an inclusionary housing ordinance, a housing fund, and residential and commercial linkage (impact) fees. Additional funding sources include tax credits, state and federal grant programs, debt financing with favorable terms, and local philanthropy such as the Grand Foundation.



Short-term rentals by owners (STR's) offer a more frequent use of otherwise unoccupied single-family homes and condominium units within the Town. In 2019, nightly short-term rentals added approximately 860 pillows (assuming 6 to a unit) to the nightly rental inventory. While adding to the nightly rental lodging base and bringing in additional tax revenue, careful consideration should be taken with how the Town moves forward with regard to the short-term rental policy.

Providing an array of community services for workers is also key. Such services should include day care and medical and mental health services for younger populations.

Note: Colorado Statutes require inclusion of a Recreation and Tourism element within a comprehensive plan. The above information is intended to serve as the Recreation and Tourism plan element pursuant to C.R.S. 31-23-207 (5).





Plan Theme: A Healthy Economy

ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

Section 7, Item B.

Guiding Principle:
We value the businesses providing quality services, employment opportunities and an economic base for our community. Grand Lake is noted for the casual, historical, western character of its shops, restaurants and lodgings, even more convenient as our year-round economy is strengthening. We welcome current and future business opportunities.

Economic Recovery & Development	
Achievable Goal: To recover from the economic impact of the Covid-19 pandemic.	Priority Action:
Key Strategy: Work with state agencies, community development organizations and local business owners and tenants to stabilize the economic impacts of the Covid-19 pandemic.	Encourage the marketing and animation of any vacant storefronts using pop-ups and other shared retail concepts.
	Create temporary parklets on Grand Avenue between Hancock Street and Vine Street to add usable outdoor space and expand business capacity working within specified design guidelines.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to create an administrative temporary use permit with specified temporary use provisions for commercial zoning districts.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to expand vehicle stacking space design requirements for commercial drive-through and pickup services.
	Update Chapter 6 Article 2 of the Town's Sign Regulations to provide greater flexibility for the commercial use of temporary signage, including addressing of the seven consecutive day limitation.
Achievable Goal: To foster a sustainable year-round local economy.	Priority Action:
Key Strategy: Work with local businesses to target market needs along with associated improvements to the Town's land development regulations.	Create a strategic plan for diversifying the local employment base, increasing the retail mix and making other long-term adjustments to improve economic resiliency.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to reduce obstacles associated with attracting new businesses by streamlining development review and permitting procedures.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to create a Historic District zoning overlay along Grand Avenue between Hancock Street and Vine Street.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to combine the Commercial Transition and Commercial Zoning districts into a new Commercial Mixed-Use Zoning District that provides for developing a full range of retail, office, artisan industry, high density residential, institutional and civic uses.
	Update the Town's Zoning Map to reflect the new Historic District and Mixed-Use Commercial zoning categories.
Attainable Housing	
Achievable Goal: To increase the number of housing units available for Grand Lake's workforce.	Priority Action:
Key Strategy: Work with federal, state and local agencies and the private sector to develop new workforce housing in Grand Lake.	Update Chapter 12 Article 10 of the Town's Land Use Regulations to clarify and enhance the affordable housing requirements.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to lessen restrictions that create a disincentive for the development of Accessory Dwelling Units (ADU's) and tiny homes.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to provide density bonuses for deed-restricted multi-family housing development.
	Adopt criteria and funding priorities for use of the Town's Housing Fund.
	Develop and purchase land as needed for workforce housing.
	Explore public/private partnerships to develop rent-restricted multifamily housing.



Plan Theme: A Connected Community

Background

The Town of Grand Lake is a connected community; socially, physically and technologically. The Town’s social infrastructure consists of civic, cultural and religious institutions and public spaces, all of which serve as community gathering points. Grand Lake is extraordinary in that it is empowered with a spirit of community pride and volunteerism. Maintaining Grand Lake’s exceptional community spirit is in no small part dependent on fostering a high level of effective communication and information flow between community leaders and area residents.

Grand Lake is further connected by its physical “mobility” infrastructure: its roadways, pathways, and signature downtown boardwalks. The Community Connections Map on pages 30 and 31 identifies civic/arts/cultural facilities, park and recreation facilities, trails and trailheads, and four functional classes of roadways: highway, arterial, collector and local roads. Improvements to the Town’s roadway network will be needed to enhance safety for pedestrians and cyclists.

The Colorado Department of Transportation (CDOT) is responsible for maintaining and improving US 34 that transects the western edge of Grand Lake. The intersection of US 34 and West Portal Road is the Town’s sole major access point, and was designed to handle relatively low traffic volumes. Enhancing traffic circulation during peak travel conditions in the summer and fall begins with improvements to this intersection, as well as two other intersections along West Portal Road: one at Center Drive and one at Grand Avenue. Options for improving traffic circulation include intersection redesign, road re-alignments, and/or a system of roundabouts that continuously moves traffic without stop signs or traffic lights. Detailed engineering analysis is needed and a comprehensive traffic study should be funded to determine preferred design alternatives to these three existing intersection configurations.

Transit service is limited in Grand Lake to an airport shuttle to Denver International Airport (DIA) and a regional taxi service. On-call ride sharing services such as Uber and Lyft are currently unavailable. Granby, located 16 miles south of Grand Lake via US 34, has a general aviation airport and access to commercial bus and passenger train services.

Transportation Service Providers

General Aviation	Emily Warner Field (Granby)
Airport Shuttle	Home James (To DIA)
Bus	Bustang Outrider
Taxi	Valley Taxi
Train	Amtrak (Granby)

Communication, power, and water and wastewater services in Grand Lake are provided by a variety of public and private utilities and a special district. It is significant that the Town of Grand Lake is a water utility. The Town has adequate water sources and treatment capacity for accommodating new growth and development, which may become a consideration for annexation for unincorporated property owners that are reliant on water wells.

Utility Service Providers

Communication	
Internet	Centurylink Comcast Direct TV Viasat Internet HughesNet Rkymtnhi.com
Telephone	Centurylink Comcast Vonage
Power	
Electric	Mountain Parks Electric Sunpower
Gas - Natural	Xcel Energy
Sewer & Water	
Sewer	Three Lakes Water and Sanitation District
Water	Town of Grand Lake

Plan Theme: A Connected Community

The Town of Grand Lake contracts with Grand County for law enforcement and emergency medical service (EMS). The Grand Lake Fire Protection District provides emergency medical response along with fire protection services, with one of its three district fire stations located in Grand Lake at 201. N. Portal Road. The closest hospital is located in Granby. Middle Park Health operates a medical clinic at the Grand Lake Center four days a week.

Emergency Service Providers

Emergency Medical	Grand County EMS Grand Lake Fire Protection District
Fire Protection	Grand Lake Fire Protection District
Law Enforcement	Grand County Sheriff Department

The Grand Lake Center is a multi-purpose recreation, activity and meeting facility located at 301 Marina Drive. A former elementary school, the Grand Lake Center is owned by the Town of Grand Lake. With the conversion of the elementary school into the Grand Lake Center, all students are bused to schools in Granby.

Public Education

Pre-K	Granby Elementary School (Granby)
Elementary School (K-5)	Granby Elementary School (Granby)
Middle School (6-8)	East Grand Middle School (Granby)
High School (9-12)	Middle Park High School (Granby)



Local bridge 16



Lake Front Park 17



Grand Lake Center 18

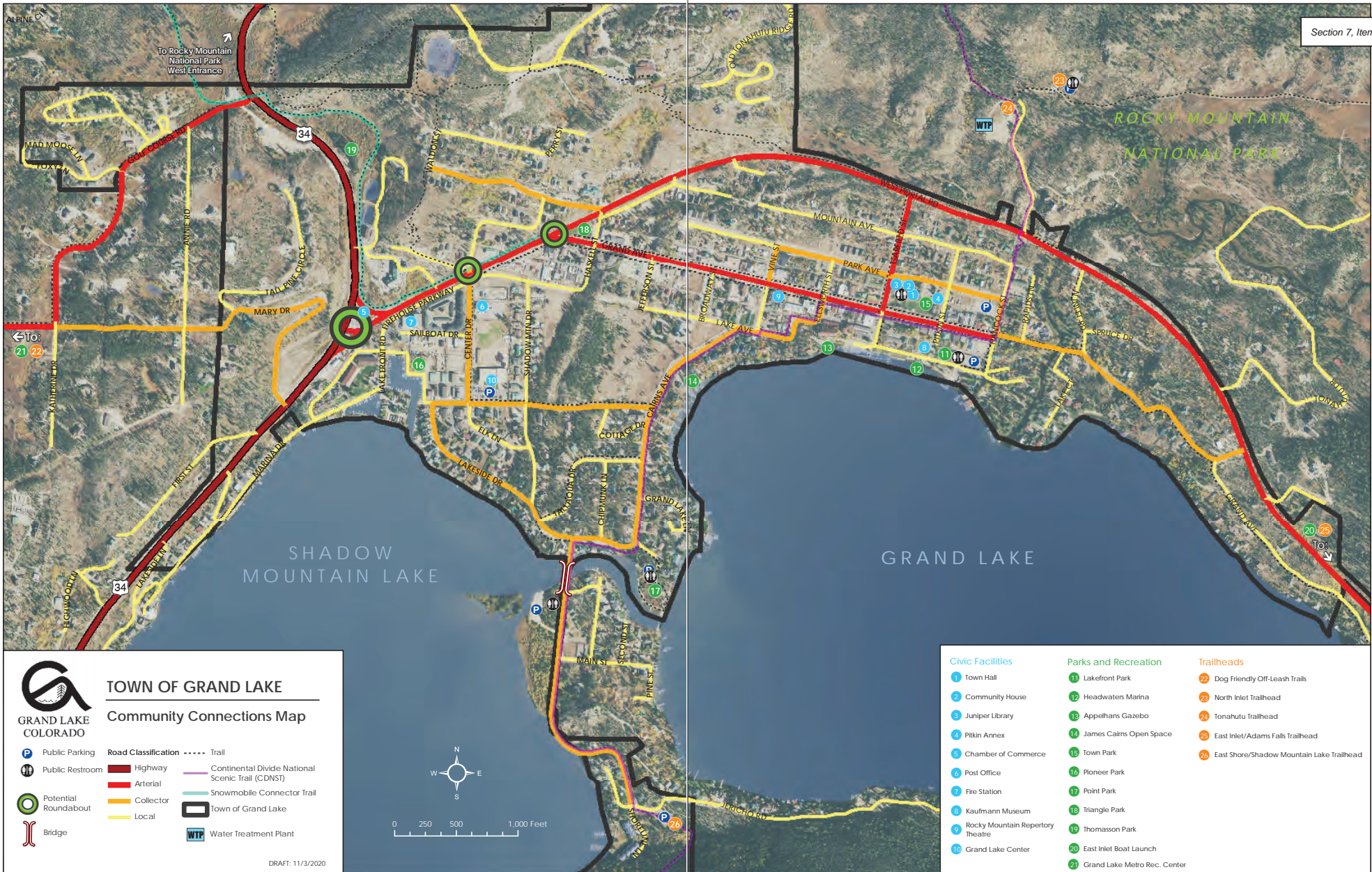
Plan Theme: A Connected Community

Section 7, Item B.

Guiding Principle:
We value positive, transparent collaboration between Town, surrounding community and other contributing organizations to provide quality services.

ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

Mobility	
Achievable Goal: To develop a safe and efficient traffic circulation system.	Priority Action:
Key Strategy: Work with federal, state, and county agencies to enhance local and regional mobility.	Update design concepts for a pedestrian crossing at Highway 34 and West Portal Road.
	Prepare a multi-modal transportation master plan for Grand Lake and its surrounding area.
	Update design concepts for a system of coordinated intersection improvements from US 34 and West Portal Road to Grand Avenue.
	Upgrade alleys to improve functionality.
	Connect the East Inlet Trail and East Shore (Shadow Mountain Lake) Trail.
	Improve the multi-use trail from Highway 34 to boardwalk.
Wayfinding	
Achievable Goal: To create an effective and cohesive system of wayfinding signage.	Priority Action:
Key Strategy: Work with grant agencies to leverage existing CIP funding and expedite wayfinding signage improvements.	Update the Wayfinding Master Plan and develop bid documents for the fabrication and installation of wayfinding signage consistent with the Wayfinding Master Plan.
	Update Chapter 6 Article 2 of the Town's sign regulations consistent with recommendations in the Wayfinding Master Plan.
Parking	
Achievable Goal: To provide adequate parking for the travelling public.	Priority Action:
Key Strategy: Work with local businesses to address customer parking needs.	Prepare a parking study that addresses expanding on-street and off-street parking capacity, RV parking and turnarounds, employee parking, and shared parking opportunities.
	Update design concepts for converting surface parking at Hancock Street and Park Avenue into a parking garage , multi-use parking facility, and/or transit center.
Community Services and Facilities	
Achievable Goal: To provide adequate community services and facilities that support existing and projected areas of population and growth.	Priority Action:
Key Strategy: Work with public and private partners on civic/arts/cultural facilities, parks and recreation facilities, communications, power, water and sewer facilities, law enforcement and medical services.	Upgrade existing performance and gathering spaces.
	Evaluate the use and potential expansion of outdoor spaces and venues for sculptures, performances and other cultural activities.
	Provide on-going, sustained opportunities for in-town outdoor recreational activities, including a skate-ski track, a tubing hill, and sledding.
	Establish a local designation process to work with local landowners and Town government to protect important historic properties.
	Facilitate access to specialized human services, including child care, senior care and mental health care.
	Enhance internet and telecommunications service coverage, speed, and strength within the community.



TOWN OF GRAND LAKE
Community Connections Map

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|--|----------------------------|--|
| | Road Classification | |
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|-------------------------|-----------------------------|-------------------|
| Civic Facilities | Parks and Recreation | Trailheads |
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Implementation

Overview

The 2020 Grand Lake Comprehensive Plan provides a framework for guiding growth, development and redevelopment in Grand Lake in the foreseeable future. Grand Lake's comprehensive plan serves as an overarching planning policy document closely linked to numerous other planning tools, including intergovernmental agreements, land use regulations, capital improvement programming and other plans and studies.

The success of the 2020 Grand Lake Comprehensive Plan is dependent upon the implementation of a variety of action items. The primary responsibility for leadership in implementing the plan will be borne by the Town of Grand Lake. As the principal authority and champion for the comprehensive plan, the Town has the capacity to update land use regulations, provide funding assistance, and leverage staff resources.

Fortunately, the Town will not be alone in carrying the workload for implementing the comprehensive plan. The realization of the comprehensive plan's vision and goals hinges on the Town's ability to forge effective partnerships. The Town intends to actively engage multiple stakeholders - landowners, businesses, developers, government agencies, funding institutions, community organizations, second home owners, and interested citizens - in the implementation of the comprehensive plan.

The Colorado Department of Local Affairs compiled the following list of potential uses for an adopted comprehensive plan:

- 1. A basis for regulatory actions:** The plan serves as a foundation and guide for the provisions of the zoning regulations, subdivision regulations, the official map, flood hazard regulations, annexation decisions and other decisions made under these regulations.
- 2. A basis for community programs and decision making:** The plan is a guide and resource for the recommendations contained in a capital budget and program, for a community development program, and for direction and content of other local initiatives, such as for water protection, recreation or open space land acquisition and housing.
- 3. A source for planning studies:** Few plans can address every issue in sufficient detail. Therefore, many plans will recommend further studies to develop courses of action on a specific need.
- 4. A standard for review at the County and State level:** Other regulatory processes identify the municipal plan as a standard for review of applications. Master plans are important to the development of regional plans or inter-municipal programs, i.e., a regional trail network or valley-wide transit program.
- 5. A source of information:** The plan is a valuable source of information for local boards, commissions, organizations, citizens and business.
- 6. A long-term guide:** The plan is a long-term guide by which to measure and evaluate public and private proposals that affect the physical, social and economic environment of the community.



Implementation

Implementation Matrix

The Implementation Matrix on the following pages identifies action items by plan theme, with each action item assigned a priority level and timeframe for completion, an estimated cost range, and one or more agencies to serve as resources and potential Town partners.

MATRIX KEY

Priority Level

1. Critical
2. Vital
3. Desirable

Timeframe

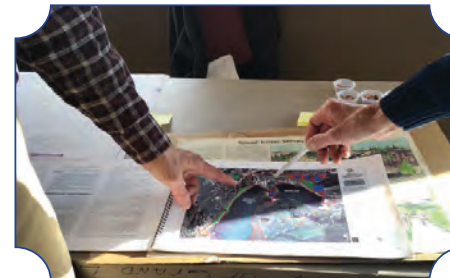
Short Term (ST): 1 - 3 years
 Mid Term (MT): 3 - 5 years
 Long Term (LT): 5+ years

Cost

\$: \$0-\$100K
 \$\$: \$100-\$500K
 \$\$\$: \$500K+

Partner Acronym

ANRA Arapaho National Recreation Area
 CCI Colorado Creative Industries
 CCCD Colorado Center for Community Development
 CDOT Colorado Department of Transportation
 CDTC Continental Divide Trail Coalition
 CHFA Colorado Housing and Finance Authority
 CHLT Colorado Headwaters Land Trust
 COEDIT Colorado Office of Economic Development and International Trade
 COHVC Colorado Off Highway Vehicle Coalition
 CPW Colorado Parks and Wildlife
 CRHSB Colorado River Headwaters Scenic Byway
 CRWCD Colorado River Water Conservation District
 CWCB Colorado Water Conservation Board
 DCI Downtown Colorado, Inc.
 DOLA Colorado Department of Local Affairs
 FHWA Federal Highway Administration
 GAC Grand Arts Council
 GC Grand County
 GCAB Grand County Association of Builders
 GCBR Grand County Board of Realtors
 GCCOA Grand County Council on Aging
 GCED Grand County Economic Development
 GCHA Grand County Housing Authority
 GCNB Grand County New Beginnings
 GCTB Grand County Tourism Board
 GF Grand Foundation
 GLAHS Grand Lake Area Historical Society
 GLC Grand Lake Center
 GLCC Grand Lake Chamber of Commerce
 GLCD Grand Lake Creative District
 GLDC Grand Lake Design Committee
 GLFPD Grand Lake Fire Protection District
 GLMRD Grand Lake Metropolitan Recreation District
 GLRC Grand Lake Rotary Club
 GLTG Grand Lake Trail Groomers
 GLYC Grand Lake Yacht Club
 GOCO Great Outdoors Colorado
 HTA Headwaters Trail Alliance
 MPH Middle Park Health
 NWCW Northern Colorado Water Conservancy District
 NWCCOG Northwest Colorado Council of Government
 RMNP Rocky Mountain National Park
 TLWA Three Lakes Watershed Association
 TLWSD Three Lakes Water and Sanitation District
 UP Utility Providers
 USBR US Bureau of Reclamation
 USDA USDA Rural Development
 USFS US Forest Service-
 Arapaho National Forest



Plan monitoring 19



Theme: A Natural Environment	Priority	Timeframe	Cost	Partners
Open Space & Trails				
Update and adopt the draft Parks, Trails and Open Space Master Plan to include all lands designated as Open Space on the Land Use Plan and an evaluation of potential pocket parks on Town properties.	1	ST	\$	CHLT, GLMRD, HTA
Update Chapter 12 Article 9 of the Town's Land Use Regulations to clarify the language in relation to the land dedication requirements for open space.	2	ST	\$	DOLA
Update the proposed trail network section in the draft Parks, Trails and Open Space Master Plan to be consistent with recommendations in the HTA Strategic Trails Plan.	2	MT	\$	CDTC, GLMRD, HTA
Implement directional signage for locating and identifying trailheads in accordance with the Wayfinding Master Plan.	2	MT	\$	CDTC, HTA, GLDC, RMNP
Develop a multi-use trail from Grand Lake to the Arapaho-Roosevelt National Forest/Arapaho National Recreation Area.	3	LT	\$\$\$	ANRA, COHVC, CPW, GLMRD, GLTG, HTA, , GLDC, RMNP, USFS
Design a cross-country ski trail on Grand Lake.	3	LT	\$	GLRD
Viewshed Protection				
Negotiate an intergovernmental agreement with Grand County that provides for joint review of land development proposals where necessary.	2	MT	\$	GC, NWCOG
Update Chapter 12 Article 2 of the Town's Land Use Regulations to create a scenic overlay zoning district and associated supplemental regulations for viewshed protection.	1	ST	\$	CDOT, DOLA, GC
Update Chapter 12 Article 7 of the Town's Land Use Regulations to discourage flat roofs.	2	MT	\$	DOLA
Update Chapter 12 Article 9 of the Town's Land Use Regulations with "Dark Sky" compliant lighting standards for protecting the natural quality of the night sky.	2	ST	\$	DOLA, RMNP
Watershed Protection				
Update and/or extend the 2016 Grand Lake Clarity Stakeholders Memorandum of Understanding (MOU) prior to its expiration in 2021.	1	ST	\$	CRWCD, GC, NCWCD, TLWA, USBR, USFS
Update Chapter 12 Article 2 of the Town's Land Use Regulations using necessary checklists, charts, and procedures to clarify and enhance the shoreline and surface water regulations.	2	ST	\$	DOLA, GLYC, TLWA
Hazard Mitigation				
Update Chapter 12 Article 9 of the Town's Land Use Regulations to integrate the recommendations of the Colorado Water Conservation Board for flood damage prevention.	2	ST	\$	CWCB, DOLA, GLFPD
Update the Town's Fire Mitigation Regulations to integrate the recommendations of the Grand Lake Fire Protection District for increasing defensible space and reducing structural ignitability.	1	ST	\$	GLFPD
Educate residents on Ready-Set-Go and other evacuation plans prepared by the Grand Lake Fire Protection District and the Grand County Office of Emergency Management.	1	ST	\$	GC, GLFPD
Theme: An Authentic Place				
Community Design				
Update the Design Review Standards in Chapter 12 Article 7 of the Town's Land Use Regulations to include recommendations from the Design Guidelines for the Central Business District and the Streetscape Master Plan.	2	ST	\$	DOLA
Continue to implement the Action Items listed in the Streetscape Master Plan.	1	ST	\$\$\$	DOLA, GLDC
Explore opportunities to revitalize existing building frontages in the central business district that are inconsistent with the Town's rustic western style.	3	LT	\$\$	DCI, DOLA, GLAHS, GLDC
Update and implement Lake Front Park design concepts.	2	MT	\$\$	DCI, DOLA, GOCO
Land Use				
Update Chapter 12 Article 2 of the Town's Land Use Regulations to add purpose and intent statements for each of the eighteen zoning districts, and consolidate permitted uses into a single table for ease of reference.	2	ST	\$	DOLA
Update Chapter 12 Article 9 of the Town's Land Use Regulations to streamline development review procedures and consolidate application types into a single table for ease of reference.	2	ST	\$	DOLA
Update Chapter 6 Article 2 of the Town's Sign Code to be legally compliant with content-neutrality standards.	1	ST	\$	DOLA
Integrate all relevant Articles from Chapters 6, 11, 12 and 13 of the Town Municipal Code into a unified land development code and resolve any discrepancies or redundancies.	2	ST	\$	DOLA
Update the Town's Official Zoning Map consistent with the Land Use Plan's color code and any rezoning or other corrections since 2012.	2	ST	\$	DOLA
Managing Growth				
Adopt a Three Mile Area Plan in accordance with CRS 31-12-105.	1	ST	\$	GC, TLWSD
Annually adopt a resolution updating the Town's Three Mile Area Plan in accordance with CRS 31 -12-105.	1	ST	\$	GC, TLWSD
Prepare an extraterritorial Major Street Plan in accordance with CRS 31-23 212 and 213.	3	ST	\$	CDOT, GC, NWCCOG






Theme: A Healthy Economy	Priority	Timeframe	Cost	Partners
Economic Recovery				
Encourage the marketing and animation of any vacant storefronts using pop-ups and other shared retail concepts.	1	ST	\$	DCI, GLCC, GLRC
Create temporary parklets on Grand Avenue between Hancock Street and Vine Street to add usable outdoor space and expand business capacity working within specified design guidelines.	1	ST	\$	CCCD, DCI, GLCC
Update Chapter 12 Article 2 of the Town's Land Use Regulations to create an administrative temporary use permit with specified temporary use provisions for commercial zoning districts.	1	ST	\$	DOLA, GLCC
Update Chapter 12 Article 2 of the Town's Land Use Regulations to expand vehicle stacking space design requirements for commercial drive-through and pickup services.	1	ST	\$	DOLA, GLCC
Update Chapter 6 Article 2 of the Town's Sign Regulations to provide greater flexibility for the commercial use of temporary signage, including addressing of the seven consecutive day limitation.	1	ST	\$	DOLA, GLCC
Economic Development				
Create a strategic plan for diversifying the local employment base, increasing the retail mix and making other long-term adjustments to improve economic resiliency.	1	MT	\$	COEDIT, DCI, GCED, GCTB, GLCC
Update Chapter 12 Article 2 of the Town's Land Use Regulations to reduce obstacles associated with attracting new businesses by streamlining development review and permitting procedures.	2	ST	\$	DOLA, GLCC
Update Chapter 12 Article 2 of the Town's Land Use Regulations to create a Historic District zoning overlay along Grand Avenue between Hancock Street and Vine Street.	2	ST	\$	DOLA, GLAHS, GLCC
Update Chapter 12 Article 2 of the Town's Land Use Regulations to combine the Commercial Transition and Commercial Zoning districts into a new Commercial Mixed-Use Zoning District that provides for developing a full range of retail, office, artisan industry, high density residential, institutional and civic uses.	2	ST	\$	DOLA, GLCC
Update the Town's Zoning Map to reflect the new Historic District and Mixed-Use Commercial zoning categories.	1	ST	\$	DOLA
Attainable Housing				
Update Chapter 12 Article 10 of the Town's Land Use Regulations to clarify and enhance the affordable housing requirements.	2	ST	\$	DOLA
Update Chapter 12 Article 2 of the Town's Land Use Regulations to lessen restrictions that create a disincentive for the development of Accessory Dwelling Units (ADUs) and tiny homes.	1	ST	\$	DOLA
Update Chapter 12 Article 2 of the Town's Land Use Regulations to provide density bonuses for deed-restricted multi-family housing development.	2	ST	\$	DOLA
Adopt criteria and funding priorities for use of the Town's Housing Fund.	1	ST	\$	GCHA
Develop and purchase land as needed for workforce housing.	1	ST	\$\$	CCI, CHAFA, GAC, GCBR, GCHA, GF, GLCD, USDA
Explore public/private partnerships to develop rent-restricted multifamily housing.	1	ST	\$\$\$	CCI, CHAFA, GCAB, GCBR, GCCOA, GCHA, USDA
Theme: A Connected Community				
Mobility				
Update design concepts for a pedestrian crossing at Highway 34 and West Portal Road.	2	ST	\$\$	CDOT, FHWA, GC, RMNP, USFS
Prepare a multi-modal transportation master plan for Grand Lake and its surrounding area.	3	LT	\$	ANRA, CCCD, CDOT, FHWA, RMNP
Update design concepts for a system of coordinated intersection improvements from US 34 and West Portal Road to Grand Avenue.	2	MT	\$\$\$	CDOT
Upgrade alleys to improve functionality.	3	LT	\$\$\$	CCCD
Connect the East Inlet Trail and East Shore (Shadow Mountain Lake) Trail.	3	LT	\$\$\$	ANRA, CDOT, GC, HTA, RMNP, USFS
Improve the multi-use trail from Highway 34 to boardwalk.	2	LT	\$\$	CCCD, CDOT
Wayfinding				
Update the Wayfinding Master Plan and develop bid documents for the fabrication and installation of wayfinding signage consistent with the Wayfinding Master Plan.	2	MT	\$	CDOT, DOLA, HTA
Update Chapter 6 Article 2 of the Town's sign regulations consistent with recommendations in the Wayfinding Master Plan.	2	MT	\$	DOLA
Parking				
Prepare a parking study that addresses expanding on-street and off-street parking capacity, RV parking and turnarounds, employee parking, and shared parking opportunities.	1	ST	\$	CCCD, CDOT, GLCC
Update design concepts for converting surface parking at Hancock Street and Park Avenue into a parking garage, multi-use parking facility, and/or transit center.	3	LT	\$	CCCD
Community Services and Facilities				
Upgrade existing performance and gathering spaces.	2	MT	\$	GAC, RMRT
Evaluate the use and potential expansion of outdoor spaces and venues for sculptures, performances and other cultural activities.	2	MT	\$	GAC
Provide on-going, sustained opportunities for in-town outdoor recreational activities, including a skate-ski track, a tubing hill, and sledding.	2	MT	\$\$	DOLA
Establish a local designation process to work with local landowners and Town government to protect important historic properties.	2	MT	\$	DCI, DOLA, GLAHS
Facilitate access to specialized human services, including child care, senior care and mental health care.	2	MT	\$	GCCOA, GCHA, DOLA, CCCD
Enhance internet and telecommunications service coverage, speed, and strength within the community.	1	ST	\$\$\$	UP



Acknowledgements

Grand Lake Town Board

Steve Kudron, *Mayor*
Jonah Landy, *Mayor Pro-Tem*
Michael Arntson
Ernie Bjorkman
Tom Bruton
Melissa Ratzmann
Cindy Southway

Grand Lake Planning Commission

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Robert Canon, *Vice Chairperson*
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Judy Burke
Diane Mahoney
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Russell + Mills Studios
Russell + Mills Studios
West Slope Resource Development

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- 19 Russell + Mills Studios
- Cover page Grand Lake Chamber of Commerce

Special Thanks

Special thanks to: the Colorado Department of Local Affairs for its generous grant assistance; Grand Lake Heart and Soul; Scott Ready at MountainLake.com; Nate Shull, former Town planner; and everyone in Grand Lake who participated in one or more of the community events associated with the project. The Town wishes to acknowledge the contributions of those citizens and consultants involved in the original 2006 Grand Lake Comprehensive Plan that preceded this 2020 Grand Lake Comprehensive Plan update.



Grand Lake Planning Commission

CHFA- Technical Assistance Update

TO: Chairman Shockey and Commissioners
FROM: Kimberly White, Planning Department
DATE: 02/15/2023
RE: Informative Update for CHFA – Technical Assistance

Purpose:

To Update the Planning Commission on the progress of the consultants for the feasibility study of the Mary Drive Parcel.

Background:

The Town applied for a technical assistance grant through CHFA for proposed affordable housing. Using the responses from the recent polls during the Municipal Lands Master Plan, the technical assistance committee started work on a feasibility study for the Mary Drive Parcel.

Update:

The attached documents show the proforma for the proposed project and some proposed renderings.



UNIT MIX (MULTIFAMILY)
 (4) TWO BEDROOM UNITS - 950 SF (3 STORY BLDG W/ TUCK UNDER PARKING)
 (2) TWO BEDROOM UNITS - 950 SF (2 STORY BLDG W/ TUCK UNDER PARKING)
 (8) ONE BEDROOM UNITS - 475 SF (3 STORY BLDG W/ TUCK UNDER PARKING)
 (8) ONE BEDROOM UNITS - 475 SF (2 STORY BLDG W/ TUCK UNDER PARKING)
(22) TOTAL UNITS + (4) COMMERCIAL UNITS (475 SF)



















Housing Development & Preservation Application Spreadsheet

Development Costs

Project Name:
 Date: 2/9/2023
 Applicant:
 Spreadsheet Version: 2/9/2023
 County: Grand



COLORADO [New! Checklist](#)
 Department of Local Affairs
 Division of Housing

Development Budget	Total Cost	Cost/Unit	Cost/Sq Ft
ACQUISITION COSTS			
Land		0	0.00
Existing Structures*		0	0.00
SUBTOTAL	\$0	0	0.00
SITE IMPROVEMENTS*			
On-Site Infrastructure Grading, Parking & Drainage	\$405,000	15,000	13.64
Off-Site Infrastructure		0	0.00
Demolition		0	0.00
SUBTOTAL	\$405,000	15,000	13.64
CONSTRUCTION*			
New Construction		0	0.00
Rehabilitation		0	0.00
General Requirements		0	0.00
Contractor Overhead & Profit		0	0.00
Contractor Construction Contingency		0.00%	0.00%
Owner Hard Cost Contingency		0	0.00%
FF&E		0	0.00
Building Permit Fees		0	0.00
Other (Specify) \$275PSF	8,162,550	302,317	275.00
SUBTOTAL	\$8,162,550	302,317	275.00
PROFESSIONAL FEES			
Architect Fees		0	0.00
Engineering Fees		0	0.00
Real Estate Attorney Fees		0	0.00
Surveys		0	0.00
Green Planning and Design Fees		0	0.00
Construction Management Fees		0	0.00
Construction Accounting		0	0.00
Other (Specify) Estimated @ 8% of Hard Costs	612,191	22,674	20.63
SUBTOTAL	\$612,191	22,674	20.63
CONSTRUCTION FINANCE			
Construction Insurance (H&L, Builder's Risk)		0	0.00
Construction Performance & Payment Bonds		0	0.00
Construction Loan Orig. Fee 1.00%	\$80,629	2,986	2.72
Construction Interest	290,264	2,986	2.72
Construction Lender Legal Fees		0	0.00
Title and Recording		0	0.00
Taxes During Construction		0	0.00
Insp. Fees (3rd party/Bank)		0	0.00
Power/Telecom Fees		0	0.00
Other (Specify)		0	0.00
SUBTOTAL	\$370,893	5,973	5.43
PERMANENT FINANCE AND SYNDICATION			
Loan Fees & Expenses	\$52,770	1,954	1.78
Lender Legal Fees		0	0.00
Title and Recording		0	0.00
Bond Cost of Issuance		0	0.00
Organization Costs		0	0.00
Tax Opinion		0	0.00
Syndication Legal Fees		0	0.00
Other (Specify)		0	0.00
SUBTOTAL	\$52,770	1,954	1.78
SOFT COSTS			
Tap Fees (Water/Sewer) 6500/tap water (3/4); 9,500/tap s	\$256,500	9,500	8.64
Impact Fees		0	0.00
Appraisals		0	0.00
Market Study		0	0.00
Environmental Studies (Phase 1, Phase 2, Lead, Asbestos, etc.)		0	0.00
Other Studies (traffic, wetlands, etc.)		0	0.00
Geotechnical/Soils Testing		0	0.00
Material Testing		0	0.00
Capital Needs Assessment		0	0.00
Temporary Relocation		0	0.00
Permanent Relocation		0	0.00
Tax Credit Fees		0	0.00
Marketing		0	0.00
Cost Certification		0	0.00
Green Certification Fees (LEED Certification, etc.)		0	0.00
Soft Cost Contingency		0	0.00%
Other (Specify) \$100PSF	\$2,968,200	109,933	100.00
SUBTOTAL	\$3,224,700	119,433	108.64
DEVELOPER FEE / PROFIT			
Developer's Fee 3% of hard and soft costs	\$341,618	12,653	11.51
PSH Developer Fee Boost (up to 5%, LIHTC only)		0	0.00
Third Party Development Management/Owner's Rep		0	0.00
Consultants		0	0.00
Other (Specify)		0	0.00
SUBTOTAL (i.e. - maximum developer fee)	\$341,618	12,653	11.51
RESERVES			
Operating Reserve	\$93,636	3,468	3.15
Debt Service Reserve	\$132,328	4,901	4.46
Lease-up Reserve		0	0.00
Replacement Reserve \$350 per unit	\$9,450	350	0.32
Other (Specify)		0	0.00
SUBTOTAL	\$235,414	8,719	7.93
TOTAL DEVELOPMENT EXPENSES	\$13,405,135	\$488,722	\$444.56

Rentable Square Footage	29,682
Non Living Square Footage	
Total Project Square Feet	29,682
Number of Units	27

% of Non-living SF	0.0%
--------------------	------

% of construction	
% of construction	
Construction Loan	
Loan to Total Project Costs	65%
Debt	8,062,887
Equity Requirement	5,342,248
Rate	6.00%
Amortization	I/O
Const Loan Term	1
% of Const Interest Accrued	60%
Fee	1.00%
Constuction Loan Interest after Y1	290,264

Water is enterpris Town can buy water taps with aff housing fund (-

	per unit	per SF	
Hard Costs	\$317,317	\$288.64	64.9%
Soft Costs	\$179,170	\$162.98	36.7%
Land Costs	\$0	\$0.00	0.0%

*costs included in hard cost evaluation.

Housing Development & Preservation Application **Income + Expenses**
Project Name: 0
Date: 2/9/2023
Applicant: 0
Spreadsheet Version: 2/9/2023
County: Grand



STABILIZED FIRST YEAR INCOME						EXPENSES	
Type of Unit (Bd/Bath)	Income Level (% AMI)	# of units	Unit Size (Sq. Ft.)	Monthly Rent	Total Annual Rent	Max Rent	Administrative Expenses
1 Bed 1 Bath	55%	3	450	\$908	\$32,688	\$908	Management Fee
2 Bed 1 Bath	80%	10	918	\$1,586	\$190,320	\$1,586	Salaries
3 Bed 2 Bath	80%	14	1,368	\$1,833	\$307,944	\$1,833	Benefits
							Legal
							Accounting
						#VALUE!	Advertising
						#VALUE!	Office Supplies
						#VALUE!	Telephone
						#VALUE!	Audit
						#VALUE!	Leased Equipment
						#VALUE!	contingency
						#VALUE!	Other (specify)
						#VALUE!	Total Administrative
							\$0
						#VALUE!	Operating Expenses
						#VALUE!	Fuel (Heat/Water)
						#VALUE!	Electricity
						#VALUE!	Water
						#VALUE!	Sewer
						#VALUE!	Gas
						#VALUE!	Trash Removal
						#VALUE!	Security
						#VALUE!	Cable
						#VALUE!	Resident Transportation
						#VALUE!	Wifi
						#VALUE!	Other (specify)
						#VALUE!	Other (specify)
0						#N/A	Total Operating
0						#N/A	\$0
0						#N/A	Maintenance Expenses
0						#N/A	Maintenance Supplies
0						#N/A	Maint. Salaries
0						#N/A	Repairs
0						#N/A	Maint. Contracts
							Extermination
							Grounds
							Snow Removal
							Elevator
							Other (specify)
							Other (specify)
							Total Maintenance
							\$0
							Other Expenses
							Real Estate Taxes
							Payment in Lieu of Taxes
							Property Insurance
							Replacement Reserve
							Other (CHFA Avg OpEx)
							\$187,272
							Total Other
							\$187,272
							TOTAL ANNUAL EXPENSES
							\$187,272
							NET OPERATING INCOME
							\$306,606
							P.U.P.A. Expenses*
							\$6,936
							*P.U.P.A. = Per Unit Per Annum Expenses
Utilities							
Tenant Paid Utilities:			Owner Paid Utilities:				
Utility Allowances:							
0 Bed*							
1 Bed*							
2 Bed*							
3 Bed*							
4 Bed*							

Housing Development & Preservation Application

Permanent Financing Sources

Project Name:
 Date: 2/9/2023
 Applicant:
 Spreadsheet Version: 2/9/2023



Total Development Costs (from Dev. Budget tab): \$13,405,135

SOURCES OF FUNDS				
HARD DEBT	FIRST MORTGAGE			
		Lender		
		Type of Loan	Conventional	
		Principal	\$5,277,000	
		Interest Rate	4.00%	
		Term (#Years)	40	
		Amortization	40	
		Annual Payment	-264,655	
				1.16 DCR
		SECOND MORTGAGE		
		Lender		
		Type of Loan		
		Principal		
		Interest Rate		
		Term (#Years)		
	Amortization			
	Annual Payment	0		
			1.16 DCR	
	THIRD MORTGAGE			
	Lender			
	Type of Loan			
	Principal			
	Interest Rate			
	Term (#Years)			
	Amortization			
	Annual Payment	0		
			1.16 DCR	
TC EQUITY	TAX CREDIT EQUITY			
		9% LIHTC Proceeds	\$0.00	
		4% LIHTC Proceeds		
		State AHTC Proceeds		
		Historic Tax Credits (Fed. or State)		
	Other Tax Credits (describe)			
GRANTS / SOFT DEBT	GOVERNMENT GRANTS AND SOFT DEBT			
	DOH Grant/Loan	Select Grant or Loan	\$2,700,000	
		Select Grant or Loan		
	Other Grants/Loans (describe)	Select Grant or Loan	\$0	
	OTHER GRANTS (NON-GOVERNMENTAL)			
	Grant			
	Grant			
	Select Grant or Loan	\$0		
OWNER	OWNER EQUITY			
		Deferred Dev. Fee		
		Other Owner Equity (describe)		
		Other Owner Equity (describe)		
			0.00%	
TOTAL SOURCES			\$7,977,000	
GAP (SURPLUS)			\$5,428,135	

Break Even Point	0.92	Poss Debt Service @ 1.15 DCR	266,614
Debt Coverage Ratio	1.159	Max Loan amount @ 1.15 DCR	\$5,277,035

Housing Development & Preservation Application

Operating Proforma



COLORADO
Department of Local Affairs
 Division of Housing

Project Name: 0
Date: 2/9/2023
Applicant: 0
Spreadsheet Version: 2/9/2023

		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Rent Income (increasing by 2%)	2%	\$530,952	\$541,571	\$552,402	\$563,451	\$574,720	\$586,214	\$597,938	\$609,897	\$622,095	\$634,537
Other Income (increasing by 2%)	2%	\$100	\$102	\$104	\$106	\$108	\$110	\$113	\$115	\$117	\$120
Less Vacancy	7%	(\$37,174)	(\$37,917)	(\$38,675)	(\$39,449)	(\$40,238)	(\$41,043)	(\$41,864)	(\$42,701)	(\$43,555)	(\$44,426)
Eff. Gross Income		\$493,878	\$503,756	\$513,831	\$524,108	\$534,590	\$545,282	\$556,187	\$567,311	\$578,657	\$590,230
Total Annual Expenses (increasing by 3.00%)	3%	(\$187,272)	(\$192,890)	(\$198,677)	(\$204,637)	(\$210,776)	(\$217,100)	(\$223,613)	(\$230,321)	(\$237,231)	(\$244,347)
NET OPERATING INCOME		\$306,606	\$310,866	\$315,154	\$319,470	\$323,814	\$328,182	\$332,575	\$336,990	\$341,427	\$345,883
Total Debt Service		(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)
Other Annual Payments (Ground Lease, PSH, etc)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash flow Available		\$41,951	\$46,210	\$50,499	\$54,815	\$59,158	\$63,527	\$67,919	\$72,335	\$76,771	\$81,228
Debt Coverage Ratio		1.16	1.17	1.19	1.21	1.22	1.24	1.26	1.27	1.29	1.31
Projected Payments from Cash flow											
Asset Management Fees (escalating at 3%)	3%		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Developer Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payment from DOH CF Loan		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payment from Cash Flow Loan #2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payment from Cash Flow Loan #3		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Available Cash after Payments		\$41,951	\$46,210	\$50,499	\$54,815	\$59,158	\$63,527	\$67,919	\$72,335	\$76,771	\$81,228

		YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	Deferred Developer Fee Totals		
Rent Income (increasing by 2.00%)	2%	\$647,228	\$660,172	\$673,376	\$686,843	\$700,580	\$714,591	\$728,883	Yrs. 1-10	Yrs. 11-15	Total
Other Income (increasing by 2.00%)	2%	\$122	\$124	\$127	\$129	\$132	\$135	\$137	\$0	\$0	\$0
Less Vacancy	7%	(\$45,314)	(\$46,221)	(\$47,145)	(\$48,088)	(\$49,050)	(\$50,031)	(\$51,031)			
Eff. Gross Income		\$602,035	\$614,076	\$626,357	\$638,884	\$651,662	\$664,695	\$677,989			
Total Annual Expenses - inc. by	3%	(\$251,678)	(\$259,228)	(\$267,005)	(\$275,015)	(\$283,266)	(\$291,764)	(\$300,517)			
NET OPERATING INCOME		\$350,357	\$354,847	\$359,352	\$363,869	\$368,396	\$372,932	\$377,473	Yrs. 1-10	Yrs. 11-17	Total
Total Debt Service		(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	(\$264,655)	\$0	\$0	\$0
Other Annual Payments (Ground Lease, PSH, etc)		\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Cash flow Available		\$85,702	\$90,192	\$94,697	\$99,214	\$103,741	\$108,276	\$112,817			
Debt Coverage Ratio		1.32	1.34	1.36	1.37	1.39	1.41	1.43			
Projected Payments from Cash flow											
Asset Management Fees (escalating at 3%)		\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Deferred Developer Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Payment from DOH CF Loan		\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Payment from Cash Flow Loan #2		\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Payment from Cash Flow Loan #3		\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Available Cash after Payments		\$85,702	\$90,192	\$94,697	\$99,214	\$103,741	\$108,276	\$112,817			