



**LAKE DILLON FIRE PROTECTION DISTRICT EMPLOYEE HOUSING
PLANNED UNIT DEVELOPMENT DESIGNATION**

This Planned Unit Development Designation, to be known as the Lake Dillon Fire Protection District Employee Housing PUD is approved this 13th day of May, 2002 by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County," for certain real property located in Summit County and described in the attached Exhibit A, hereinafter referred to as the "Property". This designation establishes the uses which shall be permitted on the Property, a general development plan and a statement of development guidelines and conditions which must be adhered to by Board of County Commissioners hereinafter referred to as the "Owner/Developer." This designation also specifies improvements that must be made and conditions which must be fulfilled by the Owner/Developer, in conjunction with this designation.

A. PERMITTED USES AND DEVELOPMENT PLAN

Use and development of the Property shall be in accordance with the Development Plan attached hereto as Exhibit B and the following specific requirements:

1. Permitted Uses

Six (6) multifamily deed restricted employee housing units as per the Development Plan (Exhibit B) and the restrictions contained in the required restrictive covenant.

B. DEVELOPMENT STANDARDS

1. Building Height

The building height shall be a maximum of 35 feet as defined in Section 3505.06(A) of the Summit County Land Use & Development Code.

2. Setbacks

The north property line setback shall be a minimum of 18 feet;
The south property line setback shall be a minimum of 6 feet;
The east property line setback shall be feet a minimum of 65 feet;
The west property line setback shall be a minimum of 30 feet;

3. Parking

No parking shall be permitted on County roads. Parking shall be provided in accordance with County parking regulations in effect at the time of construction.

4. Water Quality

Development of the property shall comply with all requirements water quality protection pursuant to Chapter 7 of the Summit County Land Use and Development Code ("Code").

5. Lighting

All lighting on the property shall be directed within the site. Any lighting which results in excessive glare beyond the boundaries of the property shall be prohibited. All lighting shall be placed in enclosed fixtures which reduce glare. All lighting shall comply with Section 3505.07 of the County's Land Use and Development Code.

6. Exterior Materials

Natural colors shall be used that blend into the surrounding landscape. The use of materials shall be reviewed and approved by the Snake River Planning Commission at time of site plan review.

7. Snow Storage

All site development plans shall comply with the snow storage requirements set forth in Section 3705.02(F) of the Code.

8. Landscaping:

Landscaping improvements shall comply with Section 3600 of the County's Land Use and Development Code and the Section 4308, Snake River Design Overlay District. Revegetation of all disturbed areas shall be required in accordance with Summit County Landscaping and Grading and Excavation Regulations.

8. Outdoor Storage

All outdoor storage areas shall be prohibited unless screened by landscaping and/or opaque fencing. Location of outdoor storage areas and associated screening shall be subject to site plan approval.

C. REQUIRED IMPROVEMENTS

1. Access

Access shall meet all requirements of the County's Road and Bridge standards. Access easements that allow access to the PUD by the existing driveways shall be submitted to the Engineering Department prior to the issuance of any permits.

2. Water Systems

Water supply for the development shall be provided by the Dillon Water District in conformance to all District standards and regulations. Adequate fire flows shall be provided as determined by the Lake Dillon Fire District.

3. Sewer Systems

Sewage for the development shall be provided by the Dillon Valley Metropolitan District. All sewer facilities on the property shall comply with the applicable standards of the Dillon Valley Metropolitan District

4. Utilities and Easements

All new utility lines shall be installed in full accordance with the standards of each utility provider and County Subdivision Regulations, and under-grounded if possible.

D. IMPLEMENTATION

1. Site Plan Review

All development requiring the issuance of any building permits must be reviewed and approved by the Snake River Planning Commission as part of a site plan review process outlined under Section 12600 et. seq. of the Code, prior to the issuance said permits.

E. GENERAL PROVISIONS

1. Enforcement

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

2. Breach of Provisions of PUD Designation

If, at any time, any provision or requirement stated in the planned unit development designation has been breached by the Owner/Developer, the County may withhold approval of any or all site plans or plat maps, or the issuance of any or all grading or building permits or occupancy permits applied for on the Property, until such time as the breach has been deemed remedied by the County; provided, however, that the County shall not take affirmative action on the account of such breach until it shall have first notified the Owner/Developer in writing and afforded the Owner/Developer a reasonable opportunity to remedy the same.

3. Binding Effect

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

4. Amendments

Amendments to the provisions of a planned unit development designation shall be reviewed and acted upon as a rezoning application, subject to the County's procedures for zoning amendments and to the requirement for findings under the Colorado Planned Unit Development Act of 1972, codified at CRS 24-67-106(3)(b).

5. Notices

All notices required by this designation shall be in writing and shall be either hand-delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Notice to County:

Board of County Commissioners
P.O. Box 68
Breckenridge, CO 80424N

Notice to Owner/Developer

Lake Dillon Fire Protection District
P.O. Box 4428
Dillon, CO 80435

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

6. Entire Designation

This designation contains all provisions and requirements incumbent upon the Owner/Developer relative to the Lake Dillon Fire Protection District Employee Housing Planned Unit Development, except as modified by subsequent action of the Board of County Commissioners in accordance with procedures set forth in the Summit County Land Use and Development Code and the Colorado Planned Unit Development Act (CRS 24-67-106) for amending planned unit developments., Except as expressly addressed in this designation, nothing contained herein shall be construed as waiving any requirements of the Summit County Land Use and Development Code or other regulations otherwise applicable to the development of the Property.

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

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

Thomas A. Long
Thomas A. Long, Chairman
Summit County BOCC

Approved as
to form

R
Legal

ATTEST:
Cheir Brunvand
Cheir Brunvand, Clerk and Recorder

[Signature]
Owner

Linda L. Boucher
ATTEST:

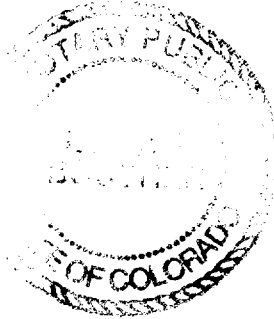
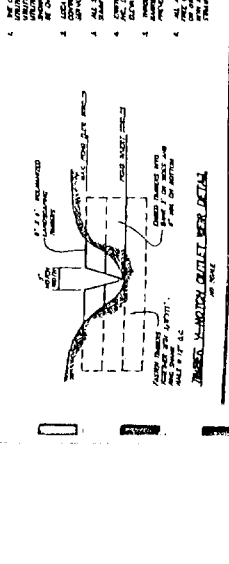
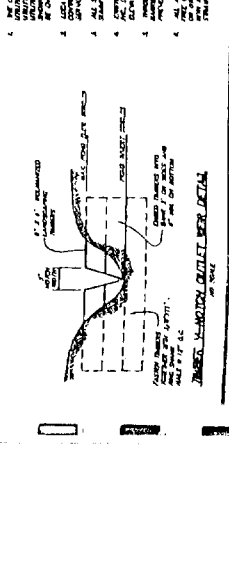
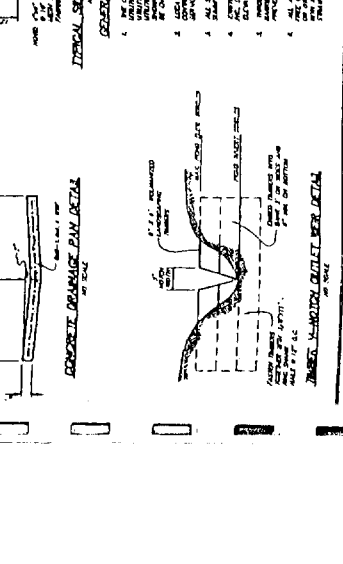
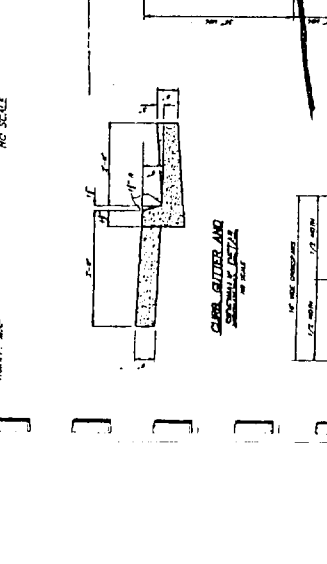
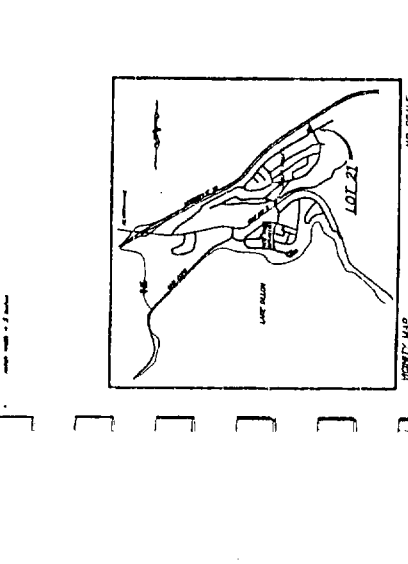
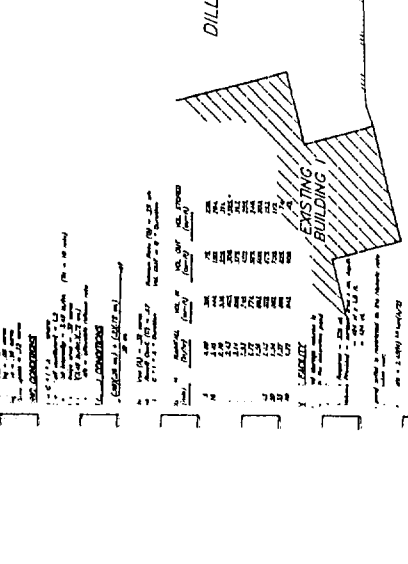
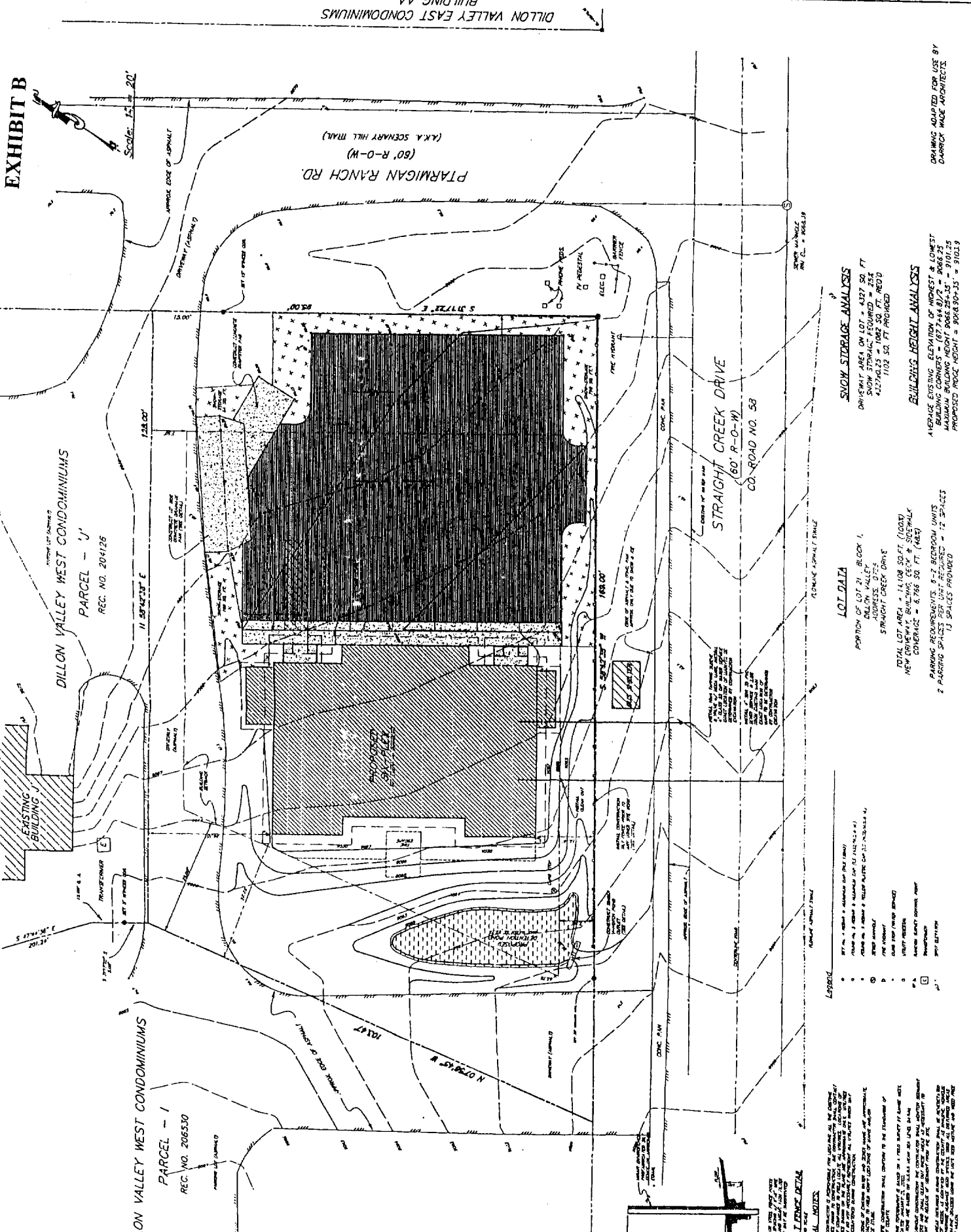


Exhibit A

Portion of Lot 21, block 1, Dillon Valley, Located in the SW ¼ Section 5, T5S, R77W



SHARE CALCULATIONS
 1. TOTAL AREA = 11,108 SQ. FT. (1600)
 2. TOTAL AREA = 11,108 SQ. FT. (1600)
 3. TOTAL AREA = 11,108 SQ. FT. (1600)
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 7. TOTAL AREA = 11,108 SQ. FT. (1600)
 8. TOTAL AREA = 11,108 SQ. FT. (1600)
 9. TOTAL AREA = 11,108 SQ. FT. (1600)
 10. TOTAL AREA = 11,108 SQ. FT. (1600)

LOT DATA
 PORTION OF LOT 21, BLOCK 1,
 ADDRESS: 6012
 STRAIGHT CREEK DRIVE
 DILLON, COLORADO
 TOTAL LOT AREA = 11,108 SQ. FT. (1600)
 NEW CONCRETE DRIVEWAY AREA = 1,108 SQ. FT. (1600)
 COVERAGE = 9.97%
 PARKING REQUIREMENTS: 8-12 BEDROOM UNITS
 2 PARKING SPACES PER UNIT
 12 SPACES PROVIDED

SNOW STORAGE ANALYSIS
 DRIVEWAY AREA ON LOT = 4,327 SQ. FT.
 SNOW STORAGE REQUIRED = 25%
 4,327 SQ. FT. x 25% = 1,082 SQ. FT. REQUIRED
 1,108 SQ. FT. PROVIDED

BUILDING HEIGHT ANALYSIS
 AVERAGE EXISTING ELEVATION OF HIGHEST ADJACENT BUILDING CORNER = 9,077.144 (107)
 MAXIMUM BUILDING HEIGHT 9,066.254-9.35' = 9,101.25
 PROPOSED ROOF HEIGHT = 9,048.304-9.35' = 9,101.9

DRAWING ADAPTED FOR USE BY
 DARRICK WADE ARCHITECTS

Exhibit C
Master Deed Restriction Covenant
For the Occupancy and Resale of
Lake Dillon Fire Protection District 6-Plex

This Master Deed Restriction Covenant for the Occupancy and Resale of the Lake Dillon Fire Protection District 6-Plex (this "Covenant") is made and entered into this 7th day of June, 2002 by The Lake Dillon Fire Protection District (LDFPA), ("Owner") for the benefit of Summit County, a political subdivision of the State of Colorado ("Summit County").

WITNESSETH:

Whereas, LDFPA is the owner of a residential lot located in the Dillon Valley Subdivision described on Exhibit A attached hereto (the "Property");

Whereas, LDFPA desires to restrict the use and occupancy of any structure and Units constructed on the Property as provided for herein;

Whereas, LDFPA desires to restrict the acquisition, leasing and resale of the Units to "Qualified Buyers" and "Qualified Residents" as those terms are defined herein and to otherwise restrict the use and occupancy of the Units in accordance with the terms hereof.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter set forth, LDFPA hereby declares, covenants and agrees as follows:

Article I
Definitions

- A. Lake Dillon Fire Protection District 6-Plex. "Lake Dillon Fire Protection District 6-Plex" shall mean the 6 unit building to be constructed on the Property, which property is also known as Lot 21, Block 1, Dillon Valley Subdivision, and 725 Straight Creek Drive, Dillon Valley, Summit County, Colorado, as recorded in the office of the Summit County Clerk and Recorder.
- B. Qualified Buyer. "Qualified Buyer" shall mean: (I) a Qualified Resident, as such term is hereafter defined; or (ii) a person or entity which employs one or more Qualified Residents; or (iii) a person or entity in which an Investor shall purchase a unit for the sole purpose of renting it to a "Qualified Resident".
- C. Qualified Resident. "Qualified Resident" or "Qualified Residents" shall initially mean and refer to a person or persons within a household who meet the following requirements;
1. At least one member of the household shall qualify as an "employee" within Summit County. An employee is anyone who works at least 30 hours per week, year round, at a business located in Summit County. Retired persons who previously worked in Summit County are eligible as well as individuals who are retired on disability, or
 2. At least one member of the household is an active employee or volunteer of LDFPD and
 3. No member of the household may own any other real property within Summit County, Colorado.

- D. Unit. "Unit" shall mean a residential dwelling unit in the Lake Dillon Fire Protection District 6-plex.
- E. Unit Owner. "Unit Owner" shall mean the Owner of a Unit.

**Article II
Covenant Binds the Unit**

The terms of this Covenant shall constitute covenants running with the Unit as a burden thereon, for the benefit of, and enforceable by, Summit County. This Covenant shall bind the Unit Owner, and each Unit Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Unit Owner's period of ownership of a Unit. Each and every conveyance of the Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Covenant, even without reference to this Covenant in any document of conveyance.

**Article III
Restrictions**

The following restrictions shall apply to each Unit and Unit Owner:

- A. Use and Occupancy. The use and occupancy of the Unit shall be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers or Qualified Residents. The Unit Owner shall not permit any use or occupancy of such Unit except in compliance with this Covenant.
- B. Sale and Transfer. The Unit Owner shall sell or otherwise transfer his or her Unit only to a Qualified Buyer in accordance with this Covenant.
- C. Encumbrances. The Unit Owner shall not encumber the Unit in an amount that together with all other indebtedness secured by the Unit, is in excess of the purchase price paid by the Unit Owner for the Unit without the approval of the Summit Housing Authority, which may be withheld at its sole discretion.

**Article IV
Re-Sales**

- A. Terms of Re-Sales. Except as hereinafter provided in Article V below, a Unit Owner may sell his or her Unit upon such terms and conditions as the Unit Owner and his or her transferee may agree; subject, however, to the restrictions, requirements and conditions imposed by this Covenant, including, without limitation, the restriction that a Unit may not be sold to any person except in compliance with the terms of Article III above.
- B. Requirements for Re-Sales.
 - 1. Each sales contract for a Unit shall (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Covenant; (b) require the proposed purchaser to submit such information as may be required by Summit Housing Authority to determine whether such purchaser is a Qualified Buyer; and (c) make the certification by Summit Housing Authority of the purchaser as a Qualified Buyer a condition precedent to closing.

Article V
Rental

- A. Rent Restriction. No Unit Owner may, except with prior written approval of Summit Housing Authority and subject to the Summit Housing Authority's conditions of approval, rent his or her Unit or any portion thereof for any period of time. Prior to occupancy, any tenant must be approved by Summit Housing Authority as a Qualified Resident. In no event may a Unit Owner rent his or her Unit for short-term rentals of fewer than sixty-days. Any tenant must provide a signed copy of the lease to Summit Housing Authority prior to occupancy.
- B. Sharing Occupancy. The requirements of this Article V shall not preclude the Unit Owner from sharing occupancy of the Unit with non-owners, on either a rental or a non-rental basis, on the condition that the Unit Owner continues to meet the obligations contained in this Covenant, including the Declaration, and so long as the household, including such non-owners, continues to meet the definition of Qualified Resident.
- C. No Indemnity. Nothing herein shall be construed to require Summit Housing Authority to protect or indemnify any unit Owner against any losses attributable to the rental of the Unit, including, without limitation, non-payment of rent or damage to the Unit; nor to require Summit Housing Authority to obtain a qualified tenant for any Unit Owner in the event that none is found by the Unit Owner.

Article VI
Inspection and Hearing for Breach

- A. Inspection Upon Reasonable Cause. In the event that Summit Housing Authority or Summit County has reasonable cause to believe that a Unit Owner is violating any provision of this Covenant, Summit Housing Authority or Summit County, through its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Unit Owner with no less than 24 hours written notice.
- B. Notice of Violation and Hearing. In the event a violation of this Covenant is discovered, Summit Housing Authority shall send a notice of violation to the Unit Owner detailing the nature of the violation and allowing the Unit Owner fifteen (15) days to cure. Said notice shall state that the Unit Owner may request a hearing before Summit Housing Authority within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Unit Owner shall be considered in violation of this Covenant. If a hearing is held before Summit Housing Authority, the decision of Summit Housing Authority based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

Article VII
Remedies

- A. All Remedies Available. Summit County, and Summit Housing Authority shall have any and all remedies provided by law for violation or other breach, or prospective breach, of this Covenant or any of its terms, including but not limited to damages specific performance, injunction or eviction of non-complying Unit Owners and/or occupants. Any requirement imposed by Colorado law for the posting of a bond or other security in connection with the granting of an injunction is hereby waived by the Unit Owner. The

costs of any such activity taken in response to such violation or breach, including attorney fees, shall be paid by the non-complying Unit Owner upon demand or if not so paid shall be taxed against the Unit. In the event the parties resort to litigation with respect to any or all provisions of this Covenant, the prevailing party shall be entitled to recover damages and costs, including reasonable attorney fees; provided, however, that no fees or costs shall be assessed against any party which does not actively and materially participate in the prosecution or defense of such action.

- B. Summit Housing Authority As Attorney In Fact. Should any Unit Owner fail or neglect to execute and/or deliver any instrument or document required to be executed or delivered by this Covenant, such Unit Owner shall be deemed to have appointed the Summit Housing Authority, or its designee, as his or her attorney in fact to execute and deliver such instrument or document. Such appointment shall be coupled with an interest and shall be irrevocable.

**Article VIII
Non-Liability**

- A. Notices. All notices and demands required or permitted under this Covenant shall be in writing as follows: (1) by actual delivery of the notice to the party entitled to receive it; (2) by mailing such notice by certified mail, return receipt requested, postage prepaid, in which case the notice shall be deemed to be given three days after the date of its mailing; (3) by Federal Express or any other overnight carrier, with all charges prepaid, in which case the notice shall be deemed to be given as of the date it is sent; or (4) by facsimile to the facsimile number of the appropriate party indicated below, in which case it will be deemed received at the time indicated on the facsimile report confirming error-free transmission. Until changed by notice given in accordance with this section, the addresses used for giving notice shall be as follows:

Summit Housing Authority

Address: 109 N. Ridge Street
PO Box 188
Breckenridge CO 80424
Fax: (970) 453-3554
Telephone: (970) 453-3555

Summit County

Address: 208 E. Lincoln
PO Box 68
Breckenridge CO 80424
ATTN: County Manager
Fax: (970) 453-3535
Telephone: (970) 453-2561

Copy to: Jeff Huntley, Esq.
Summit County
208 E. Lincoln
PO Box 68
Breckenridge CO 80424
Fax: (970) 453-3535

Telephone: (970) 453-2561

Lake Dillon Fire Protection District

Address: PO Box 4428
Dillon CO 80435

Fax: (970) 513-4150

Telephone: (970) 513-4100

Unit Owner: To the address of the Unit Owner as set forth in the recorded deed by which the Unit Owner took title to the Unit.

- A. Exhibits. All exhibits attached hereto are incorporated herein and by this reference made part hereof.
- B. Severability. Whenever possible, each provision of this Covenant and other related documents shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity of prohibition without invalidation the remain provisions of this Covenant.
- C. Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.
- D. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties. In the event that the real property encumbered by this Covenant hereafter becomes a part of an incorporated municipal entity, the term "Summit County" shall be construed to mean such municipality, and such municipality shall be deemed to be the successor to Summit County for the purposes of the benefit and enforcement of this Covenant. In the event that the Summit County Housing Authority ceases to exist or otherwise fails to perform the obligations provided for hereunder, Summit County shall be authorized to perform all obligations and inure to all benefits arising hereunder.
- E. Section Headings. Article and Section headings within this Covenant are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- F. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Covenant. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.
- G. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and use of the singular shall include the plural and vice versa.
- H. Personal Liability. Each Unit Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

- I. Further Actions. The covenanter and the beneficiaries of this Covenant agree to execute such further documents and take further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- J. Modification. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by writings signed by Summit County, Colorado.
- K. Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this Covenant is recorded, after which time the terms of this Covenant shall be automatically extending for successive periods of 10 years.

IN WITNESS WHEREOF, The Lake Dillon Fire Protection District has executed this instrument on the day and year above first written.

~~Lake Dillon Fire Protection District~~ Owner

By: *Francis Winston*
Francis Winston, Chief

STATE OF COLORADO)
) ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 7th day of June, 2002, by Francis Winston as Chief of the The Lake Dillon Fire Protection District.

Witness my hand and official seal.

My commission expires: 7/12/02

Lindsay Boucher
Notary Public

