

## Zone Map Amendment (Rezoning) for PUD - Application

| PROPERTY OWNER INFORMATION*  |                                   | PROPERTY OWNER(S) REPRESENTATIVE**   |  |
|--|-----------------------------------|--|--|
| <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION<br><input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT   |                                   | <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION<br><input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT |  |
| Property Owner Name  | Park Hill Residence, Inc.         | Representative Name  | Shopworks Architecture/ Alisha Hammett |
| Address  | 1510 17th Street                  | Address  | 301 W. 45th Ave                        |
| City, State, Zip   | Denver, CO 80202                  | City, State, Zip   | Denver, CO 80216                       |
| Telephone  | (303) 595-4464 , EXT 11           | Telephone  | 303.433.4094                           |
| Email  | vjenkins@seniorhousingoptions.org | Email  | alisha@shopworksarc.com                |
| <small>*All standard zone map amendment applications must be initiated by owners (or authorized representatives) of at least 51% of the total area of the zone lots subject to the rezoning. See page 4.</small> |                                   | <small>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</small>                  |  |

| SUBJECT PROPERTY INFORMATION                    |   |
|---|---|
| Location (address and/or boundary description): | 1901 N. Eudora Street, Denver, CO 80220 |
| Assessor's Parcel Numbers:                      | 0131408010000                           |
| Area in Acres or Square Feet:                   | 0.48 ac/ 21,000sf                       |
| Current Zone District(s):                       | PUD                                     |

| PROPOSAL  |                                      |  |
|---|--------------------------------------|--|
| Proposed Zone District (See DZC Section 9.6.1.3(A) to determine if General or Detailed):  | <input type="checkbox"/> General PUD | <input checked="" type="checkbox"/> Detailed PUD |
| Proposing SubAreas:   | <input type="checkbox"/> Yes         | <input checked="" type="checkbox"/> No           |
| Standard Zone District: Please list the zone district(s) on which the PUD will be based:  | G-MU-3                               |  |
| Deviations from Standard Zone District: As an attachment, please provide a list of proposed deviations and a detailed explanation of why the deviation is needed. | Deviation                            | Why deviation is necessary                       |
|   |                                      |  |
|   |                                      |  |

| PRE APPLICATION INFORMATION  |  |
|--|--|
| In addition to the required pre-application meeting with Planning Services, did you have a concept or a pre-application meeting with Development Services? | <input checked="" type="checkbox"/> Yes - State the contact name & meeting date <u>Valerie Herrera 2/9/2022</u><br><input type="checkbox"/> No - Describe why not (in outreach attachment, see bottom of p. 3) |
| Did you contact the City Council District Office regarding this application?   | <input checked="" type="checkbox"/> Yes - if yes, state date and method <u>Meeting on 3/11</u><br><input type="checkbox"/> No - if no, describe why not (in outreach attachment, see bottom of p. 3)           |

| REVIEW CRITERIA   |   |
|---|---|
| <p>General Review Criteria<br/>DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm and include sections in the review criteria narrative attachment</p>   | <p><input checked="" type="checkbox"/> <b>Consistency with Adopted Plans: The proposed official map amendment is consistent with the City's adopted plans, or the proposed rezoning is necessary to provide land for a community need that was not anticipated at the time of adoption of the City's Plan.</b></p> <p>Please provide a review criteria narrative attachment describing <b>how</b> the requested zone district is consistent with the policies and recommendations found in <b>each</b> of the adopted plans below. Each plan should have its' own subsection.</p> <p><b>1. Denver Comprehensive Plan 2040</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with <i>Denver Comprehensive Plan 2040's</i> a) equity goals, b) climate goals, and c) any other applicable goals/strategies.</p> <p><b>2. Blueprint Denver</b></p> <p>In this section of the attachment, describe <b>how</b> the proposed map amendment is consistent with: a) the neighborhood context, b) the future place type, c) the growth strategy, d) adjacent street types, e) plan policies and strategies, and f) equity concepts contained in <i>Blueprint Denver</i>.</p> <p><b>3. Neighborhood/ Small Area Plan and Other Plans (List all from pre-application meeting, if applicable):</b></p> <hr/>   |
| <p>General Review Criteria:<br/>DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm and include a section in the review criteria for Public Health, Safety and General Welfare narrative attachment.</p>  | <p><input checked="" type="checkbox"/> <b>Uniformity of District Regulations and Restrictions: The proposed official map amendment results in regulations and restrictions that are uniform for each kind of building throughout each district having the same classification and bearing the same symbol or designation on the official map, but the regulations in one district may differ from those in other districts.</b></p> <p><input checked="" type="checkbox"/> <b>Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning furthers the public health, safety and general welfare of the City.</p>   |
| <p>Review Criteria for Non-Legislative Rezoning:<br/>DZC Sec. 12.4.10.8</p> <p>For Justifying Circumstances, check box and include a section in the review criteria narrative attachment.</p> <p>For Neighborhood Context, Purpose and Intent, check box and include a section in the review criteria narrative attachment.</p> | <p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input type="checkbox"/> The existing zoning of the land was the result of an error;</p> <p><input type="checkbox"/> The existing zoning of the land was based on a mistake of fact;</p> <p><input type="checkbox"/> The existing zoning of the land failed to take into account the constraints of development created by the natural characteristics of the land, including, but not limited to , steep slopes, floodplain, unstable soils, and inadequate drainage;</p> <p><input checked="" type="checkbox"/> Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest. Such change may include:</p> <p style="padding-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="padding-left: 20px;">b. A City adopted plan; or</p> <p style="padding-left: 20px;">c. That the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.</p> <p><input type="checkbox"/> It is in the public interest to encourage a departure from the existing zoning through application of supplemental zoning regulations that are consistent with the intent and purpose of, and meet the specific criteria stated in, Article 9, Division 9.4 (overlay Zone Districts) of this Code.</p> <p>In the review criteria narrative attachment, please provide an additional section describing the selected justifying circumstance. If the changing conditions circumstance is selected, describe changes since the site was last zoned. Contact your pre-application case manager if you have questions.</p> <p><input checked="" type="checkbox"/> <b>The proposed official map amendment is consistent with the description of the applicable neighborhood context, and with the stated purpose and intent of the proposed Zone District.</b></p> <p>In the review criteria narrative attachment, please provide a separate section describing <b>how</b> the rezoning aligns with a) the proposed district neighborhood context description, b) the general purpose statement, and c) the specific intent statement found in the Denver Zoning Code.</p> |

|  |  |
|--|--|
| <p>Additional Review Criteria for Rezoning to PUD District: The proposal must comply with all of the additional review criteria</p> <p>DZC Sec. 12.4.10.9</p> <p>Check boxes to the right to affirm and include a section in the review criteria narrative for each.</p> | <p><input checked="" type="checkbox"/> The PUD District and the PUD District Plan comply with the intent, purpose, all applicable standards and criteria stated in Article 9, Division 9.6 (Planned Unit Development).*</p> <p>*Provide a section describing how the PUD district responds to A.-D. of the General Purpose and Intent statement in DZC Section 9.6.1.1.</p> <p><input checked="" type="checkbox"/> The development proposed on the subject property is not feasible under any other Zone Districts, and would require an unreasonable number of variances or waivers and conditions.</p> <p><input checked="" type="checkbox"/> The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.</p> <p><input checked="" type="checkbox"/> The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).</p> |
|--|--|

Please check boxes below to affirm the following **required** attachments are submitted with this rezoning application:

- Legal Description of subject property(s). **Submit as a separate Microsoft Word document.** View guidelines at: <https://www.denvergov.org/content/denvergov/en/transportation-infrastructure/programs-services/right-of-way-survey/guidelines-for-land-descriptions.html>
- Proof of ownership document for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed, or (c) Title policy or commitment dated no earlier than 60 days prior to application date. If the owner is a corporate entity, proof of authorization for an individual to sign on behalf of the organization is required. This can include board resolutions authorizing the signer, bylaws, a Statement of Authority, or other legal documents as approved by the City Attorney's Office.
- Review Criteria Narratives. See page 2 for details.
- Deviations from Standard Zone District List. See page 1 for details.

**ADDITIONAL ATTACHMENTS (IF APPLICABLE)**

Additional information may be needed and/or required. Please check boxes below identifying additional attachments provided with this application.

- Written narrative explaining reason for the request** (optional)
- Outreach documentation attachment(s).** Please describe any community outreach to City Council district office(s), Registered Neighborhood Organizations (RNOs) and surrounding neighbors. If outreach was via email- please include email chain. If the outreach was conducted by telephone or meeting, please include contact date(s), names and a description of feedback received. If you have not reached out to the City Council district office, please explain why not. (optional - encouraged )
- Letters of Support.** If surrounding neighbors or community members have provided letters in support of the rezoning request, please include them with the application as an attachment (optional).
- Written Authorization to Represent Property Owner(s)** (if applicable)
- Individual Authorization to Sign on Behalf of a Corporate Entity** (e.g. if the deed of the subject property lists a corporate entity such as an LLC as the owner, this is document is required.)
- Other Attachments.** Please describe. \_\_\_\_\_



# REZONING GUIDE

Rezoning Application for PUD Page 4 of 4

## PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION

We, the undersigned represent that we are the owner(s) of the property described opposite our names, or have the authorization to sign on behalf of the owner as evidenced by a Power of Attorney or other authorization attached, and that we do hereby request initiation of this application. I hereby certify that, to the best of my knowledge and belief, all information supplied with this application is true and accurate. I understand that without such owner consent, the requested official map amendment action cannot lawfully be accomplished.

| Property Owner Name(s)<br>(please type or print legibly)               | Property Address<br>City, State, Zip<br>Phone<br>Email   | Property Owner Interest % of the Area of the Zone Lots to Be Rezoned | Please sign below as an indication of your consent to the above certification statement | Date     | Indicate the type of ownership documentation provided:<br>(A) Assessor's record, (B) warranty deed, (C) title policy or commitment, or (D) other as approved | Has the owner authorized a representative in writing?<br>(YES/NO)      |
|--|--|--|---|----------|--|--|
| <b>EXAMPLE</b><br>John Alan Smith and<br>Josie Q. Smith                | 123 Sesame Street<br>Denver, CO 80202<br>(303) 555-5555<br>sample@sample.gov                         | 100%   | <i>John Alan Smith</i><br><i>Josie Q. Smith</i>   | 01/12/20 | (A)  | YES  |
| Park Hill<br>Residences- Senior<br>Housing Options/<br>Vennita Jenkins | 1901 Eudora Street<br>Denver, CO 80220<br>303-595-4464, EXT 11<br>vjenkinsd@seniorhousingoptions.org | 100%   |   | 8/15/21  | A  | <input checked="" type="checkbox"/> YES<br><input type="checkbox"/> NO |
|  |  |  |   |          |  | YES  |
|  |  |  |   |          |  | YES  |
|  |  |  |   |          |  | YES  |

# 1901 N EUDORA ST

|                          |  |
|--------------------------|--|
| <b>Owner</b>             | PARK HILL RESIDENCE INC<br>1510 17TH ST<br>DENVER, CO 80202-1202 |
| <b>Schedule Number</b>   | 01314-08-010-000   |
| <b>Legal Description</b> | CHAMBERLIN & WINNES COLFAX HEIGHTS B1 L25 TO 31 EXC W 10 FT      |
| <b>Property Type</b>     | RESIDENTIAL-BOARDING HOME  |
| <b>Tax District</b>      | DENVER   |

**Print Summary**

| Property Description         |        |                            |       |
|------------------------------|--------|----------------------------|-------|
| <b>Style:</b>                | OTHER  | <b>Building Sqr. Foot:</b> | 15840 |
| <b>Bedrooms:</b>             |        | <b>Baths Full/Half:</b>    | 0/0   |
| <b>Effective Year Built:</b> | 1942   | <b>Basement/Finish:</b>    | 0/0   |
| <b>Lot Size:</b>             | 21,000 | <b>Zoned As:</b>           | PUD   |

**Note:** Valuation zoning may be different from City's new zoning code.

| Current Year |        |                    |                  |           |
|--------------|--------|--------------------|------------------|-----------|
|              | Actual | Assessed           | Exempt           |           |
| Land         |        | \$1,327,200        | \$94,890         | \$325,090 |
| Improvements |        | \$3,219,600        | \$230,200        |           |
| <b>Total</b> |        | <b>\$4,546,800</b> | <b>\$325,090</b> |           |

| Prior Year   |        |                    |                  |           |
|--------------|--------|--------------------|------------------|-----------|
|              | Actual | Assessed           | Exempt           |           |
| Land         |        | \$1,244,300        | \$88,970         | \$315,800 |
| Improvements |        | \$3,172,500        | \$226,830        |           |
| <b>Total</b> |        | <b>\$4,416,800</b> | <b>\$315,800</b> |           |

2021i-00250

### Real Estates Property Taxes for current tax year

**System Upgrade Underway:**

Due to a system upgrade, payment information is taking longer to update and may not reflect the current status of your account.

Mill Levy \* **74..618** \*

Please click on additional information below to check for any delinquencies on this property/schedule number and for tax sale information.

|                          | Installment 1<br>(Feb 28<br>Feb 29 in Leap Years) | Installment 2<br>(Jun 15) | Full Payment<br>(Due Apr 30) |
|--------------------------|---|---------------------------|------------------------------|
| <b>Date Paid</b>         |   |                           |                              |
| <b>Original Tax Levy</b> | \$0.00  | \$0.00                    | \$0.00                       |
| <b>Liens/Fees</b>        | \$0.00  | \$0.00                    | \$0.00                       |
| <b>Interest</b>          | \$0.00  | \$0.00                    | \$0.00                       |
| <b>Paid</b>              | \$0.00  | \$0.00                    | \$0.00                       |
| <b>Due</b>               | \$0.00  | \$0.00                    | \$0.00                       |

### Additional Information

**Note:** If "Y" is shown below, there is a special situation pertaining to this parcel. For additional information about this, click on the name to take you to an explanation.

|                                       |   |                                     |   |
|---------------------------------------|---|-------------------------------------|---|
| <b>Additional Assessment</b> ⓘ        | N | <b>Prior Year Delinquency</b> ⓘ     | N |
| <b>Additional Owner(s)</b> ⓘ          | N |                                     |   |
| <b>Adjustments</b> ⓘ                  | Y | <b>Sewer/Storm Drainage Liens</b> ⓘ | N |
| <b>Local Improvement Assessment</b> ⓘ | N | <b>Tax Lien Sale</b> ⓘ              | N |
| <b>Maintenance District</b> ⓘ         | N | <b>Treasurer's Deed</b> ⓘ           | N |
| <b>Pending Local Improvement</b> ⓘ    | N |                                     |   |

Real estate property taxes paid for prior tax year: **\$0.00**

### Assessed Value for the current tax year

|                      |              |                              |              |
|----------------------|--------------|------------------------------|--------------|
| <b>Assessed Land</b> | \$94,890.00  | <b>Assessed Improvements</b> | \$230,200.00 |
| <b>Exemption</b>     | \$325,090.00 | <b>Total Assessed Value</b>  | \$325,090.00 |



Amendment No. 1 to Management Agreement  
(Assisted Living Facility)

This Agreement is made this first day of July, 2000 between **Park Hill Residence, Inc.** (the "Owner") and **Senior Housing Options, Inc.** (the "Management Agent").

**WHEREAS**, the Owner and Management Agent entered into a Management Agreement dated August 8, 1996, wherein the parties agreed that the Management Agent shall operate and manage the Property located at 1901 Eudora St, Denver, CO 80220 according to the Agreement's terms and conditions; and

**WHEREAS**, the parties thereto desire to amend certain terms set forth in the Agreement to the mutual benefit of the parties.

**NOW, THEREFORE**, the parties hereto mutually covenant and agree that the following Section 19 replaces that found in the original Agreement:

19. **Management Agent's Compensation**: The Management Agent will be compensated for its services under this Agreement by monthly fees (the "Management Fee") to be paid out of the operations of the Property. Such fees will be payable on the first day of each month and continuing for a period of two years which period is automatically renewable for two-year periods subject to the Owner's or Management Agent's rights to terminate this Agreement as set forth in Sections 11e and 20 of this Agreement. Incident thereto, the following provisions will apply:

a. The Management Fee will be Six Percent (6.00%) of gross collections received during the preceding month. Gross collections shall include rental income and income from other sources such as laundry, vending machines and/or individual additional personal care services. The Management Fee percentage rate will be reviewed on an annual basis and adjusted upward based on mutual consent of the parties hereto.

b. In addition to the Management Fee, a Bookkeeping Fee of \$7.00/unit per month will be paid to the Management Agent out of the operations of the Property.

YA  
9/10/10  
2021i-00250

df

PF 700-4



c. In addition to the Management Fee, all out-of-pocket costs including, but not limited to, mileage, phone charges and office supplies related to the Property will be paid out of the operations of the Property.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

**In Witness Whereof**, the parties hereto have executed this Amendment No. 1 to the Management Agreement on the date first above written:

**OWNER:**

**Park Hill Residence, Inc.,  
a Colorado corporation**

BY: Stephen B Clark  
Stephen B Clark  
ITS: President

**MANAGEMENT AGENT:**

**Senior Housing Options, Inc.,  
a Colorado corporation**

BY: Teri Whelan  
Teri Whelan  
ITS: Executive Director

MANAGEMENT AGREEMENT  
(ASSISTED LIVING FACILITY)

This Agreement is made this 8th day of August, 1996, between Park Hill Residence, Inc. (the "Owner") and Senior Housing Options, Inc. (the "Management Agent").

WHEREAS, the Owner is (or will be prior to commencement of the term of this Agreement) the owner of certain real property located at 1901 Eudora Street in the City and County of Denver in the State of Colorado; and

WHEREAS, the Owner has (or will have prior to commencement of the term of this Agreement) received all necessary approvals to construct and operate an assisted living facility for qualified residents needing assistance with activities of daily living; and

WHEREAS, the Owner desires to appoint the Management Agent to operate the Assisted Living Facility commonly known as Park Hill Residence ("Property"); and

WHEREAS, the parties hereto desire to enter into an Agreement whereby the Management Agent shall operate and manage the Property upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. Appointment of the Management Agent The Owner hereby offers and the Management Agent accepts the position of Management Agent of the Property subject to the terms set forth in this Agreement and, further, subject to the terms set forth in the Policy and Procedures Manual which will be kept at the Property and utilized to insure compliance with regulatory agencies. Included in the Policy and Procedures Manual is a Quality Management Plan which is approved by the Colorado Department of Public Health and Environment.
2. Description of the Property The Property to be managed by the Management Agent under this Agreement is a housing development for persons in need of some form of assistance with activities of daily living and consists of land, buildings and other improvements. There are 36 dwelling units which can accommodate 36 residents in the Property. All dwelling units in the Property will be licensed under the Personal Care Boarding Home (PCBH) regulations of the State of Colorado Department of Public Health and Environment. Of the total dwelling units, 36 units will be certified in accordance with the Alternative Care Facility (ACF) regulations of the State of Colorado Department of Health Care Policy & Financing for Medicaid reimbursement. All such licenses and certifications will be in the name of the Property with all correspondence being directed to the Management Agent who shall maintain all executory powers.

*a/15/97* 

3. Occupancy The Management Agent will be responsible for the solicitation of residents for the dwelling units. Residents will reside in the Property subject to the terms of an Occupancy Agreement the form of which will be provided by the Management Agent and will be subject to the Owner's reasonable review and approval (the "Occupancy Agreement"). Incident thereto, the following provisions will apply:

- a. The Management Agent shall use its best efforts to keep the Property fully occupied and shall place advertisements, as needed, in appropriate locations. All costs of such advertising shall be paid out of the operations of the Property.
- b. The Management Agent will collect, deposit and disburse Security Deposits, as required, in accordance with the terms of each tenant's Occupancy Agreement. The amount of the Security Deposit will be as stipulated in Policies and Procedures established by the Management Agent and subject to reasonable review and approval by the Owner (the "Policies and Procedures"). Security Deposits will be deposited by the Management Agent in an interest bearing account, separate from all other accounts, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account will be in the Owner's name and be designated as the "Park Hill Residence Security Deposit Account" (the "Security Deposit Account").
- c. The Management Agent shall coordinate compliance with all rental rate and/or resident income restrictions which may be a condition of the Property's financing and/or equity agreements.
- d. Occupancy will be maintained in accordance with the Admission and Discharge Criteria attached hereto which has been established and agreed to by the Owner and Management Agent.

4. Collection of Rents and Other Receipts The Management Agent will collect when due all rents, charges and other amounts receivable on the Owner's account in connection with the management and operation of the Property. Such receipts (except for Security Deposits referenced in Section 3 of this Agreement) will be deposited in an account, separate from all other accounts, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. This account will be in the Owner's name and be designated as the "Park Hill Residence Operating Account" (the "Operating Account").

5. Enforcement of the Occupancy Agreement The Management Agent will secure full compliance by each tenant with the terms of the Occupancy Agreement. Voluntary compliance will be emphasized. Further, the Management Agent will counsel residents and make referrals to community agencies in the case of financial hardship (or under other circumstances deemed appropriate by the Management Agent) to the end that involuntary termination of residency may be avoided. Nevertheless, the Management Agent may lawfully terminate any residency when, in the Management Agent's judgment, sufficient cause for such termination occurs under the terms of the tenant's Occupancy Agreement. For such purpose, the Management Agent is authorized to consult with legal counsel, to be designated, to terminate and file judicial pleadings incident to such actions; provided, however, the Management Agent shall inform the Owner of such actions and follow such instructions as the Owner may prescribe for the conduct of any such actions. Attorney fees and other costs incurred in connection with such actions will be paid out of the operations of the Property.
6. Maintenance and Repair The Management Agent will maintain the Property in good repair in accordance with the Policies and Procedures, codes of appropriate authorities and, at all times, in a condition acceptable to the Owner. The Management Agent assumes the responsibility for overseeing maintenance and repair work including, but not limited to: cleaning, painting, decorating, plumbing, carpentry, grounds care and all other such work as may be deemed necessary by the Management Agent, subject to any limitations imposed by the Owner. Incident hereto, the following conditions apply:
- a. Special attention will be given to preventative maintenance and, to the greatest extent feasible, on-site personnel will be utilized.
  - b. Subject to the Owner's prior approval, the Management Agent will contract with qualified independent contractors for maintenance and repair of air conditioning systems, elevators and other items beyond the capability of on-site maintenance personnel.
  - c. The Management Agent will systematically and promptly investigate all service requests from tenants, take such actions thereon as deemed appropriate by the Management Agent and keep written records of all such requests and actions. Emergency requests will be serviced within twenty-four (24) hours of receipt. Complaints of a serious nature will be reported to the Owner after investigation.

- d. The Management Agent is authorized to purchase all materials, equipment, tools, appliance, supplies and services necessary to properly maintain the Property. The purchases will be paid out of the operations of the Property.
  - e. Notwithstanding the foregoing provisions, the prior approval of the Owner will be required for any expenditure which exceeds One Thousand Dollars (\$1,000.00) in any one instance in connection with the maintenance and repair of the Project except for: recurring expense within the limits of the Operating Budget (described in Section 10 of this Agreement); emergency repairs involving manifest danger to persons or property; or repairs required to avoid suspension of any necessary service to the Property. In the latter two events, the Management Agent will inform the Owner of the expenditure as soon as possible.
  - f. The Management Agent will physically inspect each dwelling unit prior to commencement of occupancy by any resident and annually thereafter. Prior to a resident's occupancy, the Management Agent will prepare a move-in checklist to be completed with the resident wherein both parties to the Occupancy Agreement will agree to the condition of the unit, window coverings, appliances, furniture, fixtures, etc.
7. Utilities and Services In accordance with the Policies and Procedures and the Operating Budget, the Management Agent will make arrangements for water, electricity, gas, fuel oil, sewage and trash removal, extermination, decorating, laundry facilities and telephone services subject to contracts as may be necessary to secure such utilities and services. Any deposits required in connection with obtaining such utilities and services shall be the financial responsibility of the Owner but paid, to the extent possible, out of the operations of the Property.
8. Personnel The Policies and Procedures prescribe the number, qualifications and duties of the personnel to be regularly employed in the management of the Property. All such on-site personnel will be employees of the Management Agent subject to its policies and procedures. Further, such personnel will be hired, paid, supervised and discharged through the Management Agent subject to the following conditions:
- a. Compensation (including fringe benefits) of the on-site personnel will be as prescribed in the Policies and Procedures. Compensation will be within the Management Agents's sole discretion provided minimum wage standards are met and overall salaries do not exceed those in the Operating Budget described in Section 10 of this Agreement.

b. Compensation (including fringe benefits) payable to the on-site personnel and all local, State and Federal taxes incident to the employment of such personnel shall be borne solely by the Property and paid out of the operations of the Property.

9. Disbursements from the Operating Account From the funds collected and deposited by the Management Agent in the Operating Account pursuant to Section 4 of this Agreement, the Management Agent will make the following disbursements when payable:

a. Compensation payable to the on-site personnel and the local, State and Federal taxes incident to the employment of such personnel as specified in Section 8 of this Agreement.

b. All sums otherwise due and payable by the Owner as expenses of the Property authorized to be incurred by the Management Agent under the terms of this Agreement, including compensation payable to the Management Agent, pursuant to Section 19 of this Agreement.

Except for the disbursements mentioned above, funds will be disbursed or transferred from the Operating Account only as the Owner may, from time to time, direct in writing. The Management Agent shall monitor all bank accounts to avoid any overdrafts. If the Management Agent should anticipate that there will be insufficient funds for the payment of any amounts payable from the Operating Account, as set forth herein, the Management Agent shall immediately notify the Owner. Upon notification, the Owner shall fund the Operating Account to enable payment of said sums. In no event will the Management Agent be required to use its own funds to pay such disbursements.

10. Operating Budgets Annual operating budgets for the Property will be prepared by the Management Agent and provided to the Owner for approval prior to the Property's opening and prior to the beginning of each Fiscal Year as defined in Section 11a of this Agreement. The Owner will promptly inform the Management Agent of any changes to be incorporated into the budget.

11. Records and Reports In addition to any requirements specified in the Policies and Procedures or in other provisions of this Agreement, the Management Agent will have the following responsibilities with respect to records and reports:

the Owner may have by law or under this Agreement.

12. Fidelity Bond The Management Agent will at all times carry employee dishonesty insurance coverage in an amount not less than two months of gross potential rental income, to protect the Owner against misappropriation of Property funds by the Management Agent, any of the Management Agent's employees or any person subject to the Management Agent's supervision, including but not limited to, on-site personnel.
13. Bids and Purchase Discounts, Rebates or Commission, Etc. The Owner and Management Agent agree to obtain contract materials, supplies and services at the lowest possible cost and on terms advantageous to the Property and to secure and credit to the Property all discounts, rebates or commissions obtainable with respect to purchases, service contracts and other such transactions on behalf of the Property. The Owner and the Management Agent agree that all goods and services purchased from individuals or companies having an identity-of-interest with the Owner or Management Agent shall be purchased at costs not in excess of those that would be incurred in making arms-length purchases on the open market.

The Management Agent shall solicit written cost estimates (the "Bids") from at least three contractors or suppliers for any work item which is estimated to cost \$5,000.00 or more and for any contract for on-going supplies or services which is estimated to exceed \$5,000.00 per year. The Management Agent agrees to accept the Bid which represents the lowest price taking into consideration the bidder's reputation for quality of workmanship or materials, timely performance and the time frame within which the service and/or goods are in need of completion.

For any contract for on-going supplies or services obtainable from more than one source and estimated to cost less than \$5,000.00, the Management Agent shall solicit oral or written Bids, as necessary to assure that the Property is obtaining services and supplies at the lowest price taking into consideration the Bidder's reputation for quality of workmanship or materials, timely performance and the time frame within which the service or supplies are in need of delivery.

Documentation of all Bids (written or oral) as required by this Agreement shall be made a part of the Property's records and be retained for three years from the date the work was completed.

The Management Agent agrees to make available to the Owner all records relative to its company or its identity-of-interest company(s), if any, which relate to the provision of goods or services to the Property whenever Property funds have been used to pay for such goods or services (other than management

services). For the purposes of this Agreement, "identity-of-interest companies" shall mean those companies, if any, in which the Management Agent or any of its employees own an interest or from which the Management Agent or any of its employees receive any type of remuneration.

14. Assisted Living Services Program The Management Agent will be responsible to the Owner for carrying out the scope of assisted living services described in the Occupancy Agreement Service Plan in accordance with approved admission and discharge criteria.
15. Resident-Management Relations The Management Agent will encourage and assist residents of the Property in forming and maintaining representative organizations to promote their common interest and will maintain a "good faith" communication with such organizations to the end that problems affecting the Property and its residents may be avoided or solved on the basis of mutual self-interest.
16. Insurance The Owner will inform the Management Agent of property and liability insurance to be carried with respect to the Property and its operations. The Management Agent will cause such insurance to be placed and to be kept in effect at all times. The premiums related to such insurance will be paid out of the operations of the Property. All insurance will be placed with such companies, on such conditions, in such amounts and with such beneficial interests appearing thereon as shall be acceptable to the Management Agent and the Owner and shall name the Management Agent as an additional insured. The Management Agent will investigate and furnish the Owner with full reports as to all accidents, claims and potential claims for damages relating to the Property and will cooperate with the insurers in connection therewith.
17. Compliance with Governmental Orders The Management Agent will take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Property whether imposed by federal, state, county or municipal authority after immediate notification to the Owner of such orders or other requirements subject, however, to the limitations stated in Section 6e to this Agreement with respect to repairs.  
  
Nevertheless, the Management Agent shall take no such action so long as the Owner is contesting or has affirmed its intention to contest any such order or requirements within seventy-two (72) hours from the time of their receipt.
18. Nondiscrimination In the performance of its obligations under this Agreement, the Management Agent will comply with the provisions of any federal, state, county or municipal law prohibiting discrimination in housing on the grounds of race, color, sex, creed, national origin, religion, marital status,



familial status or disability including Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat.241), all requirements imposed by or pursuant to the Regulations of the Secretary (24CFR, Subtitle A, Part 1) issued pursuant to that title; regulations issued pursuant to Executive Order 11063 and Title VIII of the 1968 Civil Rights Act.

19. Management Agent's Compensation The Management Agent will be compensated for its services under this Agreement by monthly fees (the "Management Fee") to be paid out of the operations of the Property. Such fees will be payable on the first day of each month commencing on the first day of the month following the date on which the first resident takes occupancy and continuing for a period of five years subject to the Owner's or Management Agent's rights to terminate this Agreement as set forth in Sections 11e and 20 of this Agreement. Incident thereto, the following provisions will apply:

- a. The Management Fee will be paid as follows: a fixed amount equal to the sum of One Thousand Two Hundred Forty-Two and no/100 Dollars (\$1,242.00) plus Three Point Zero Percent (3.0%) of gross collections received during the preceding month, not to exceed a total combined fee of Six Point Zero Percent (6.0%) of gross collections received during the preceding month. Gross collections shall include rental income and income from other sources such as laundry, vending machines and/or individual additional personal care services. The Management Fee percentage rate will be reviewed on an annual basis and adjusted upward based on mutual consent of the parties hereto.
- b. In addition to the Management Fee, a Bookkeeping Fee of \$7.00/unit per month will be paid to the Management Agent out of the operations of the Property.
- c. In addition to the Management Fee, all out-of-pocket costs including, but not limited to, mileage, phone charges and office supplies related to the Property will be paid out of the operations of the Property.

20. Termination of Agreement This Agreement may be terminated by the mutual consent of the Owner and Management Agent as of the end of any calendar month following at least ninety (90) days prior advance written notice. This Agreement may also be terminated based on the following conditions:

- a. In the event a petition for bankruptcy is filed by or against either the Owner or Management Agent or in the event either makes an assignment for the benefit of creditors or takes advantage of any insolvency act, the other party may terminate this Agreement without notice to the other provided prompt written notice of such termination is given thereafter.

b. The Owner may terminate this Agreement for any of the following reasons by delivery to the Management Agent of written notice of such termination:

1. Failure of the Management Agent to fulfill any of its obligations hereunder.
2. Failure by the Management Agent to adequately supervise personnel hired to work in connection with the Property.
3. The omission or commission of any acts by the Management Agent or any employees of the Management Agent which jeopardize or result in the revocation of any Federal or State licensure or adversely affects the Owner's accreditation.

c. Upon termination, the Management Agent will submit to the Owner all records and reports necessary to the ongoing operation of the Property and the Owner will pay to the Management Agent all amounts due to the Management Agent pursuant to this Agreement through the date of termination. In addition to such payments, Owner will pay to the Management Agent a sum of \$5,000.00 for its policies and procedure manuals and operating systems in place.

d. Notwithstanding anything to the contrary in this Section 20, Owner may terminate this Agreement without penalty or cause at the end of three years. Further, pursuant to the terms of the Owner's Regulatory Agreement with CVolorado Housing and Finance Authority (CHFA), the Agreement is subject to termination, without penalty and with or without cause, upon written request by CHFA addressed to the Owner. Upon such request the Owner may terminate this Agreement upon thirty (30) days notice to Management Agent accompanied by evidence of such request from CHFA.

21. Non-Assignability of Agreement This Agreement may not be assigned or transferred by either party hereto without prior written consent of the other party. Any such attempted assignment without prior written consent, whether voluntary or by operation of law, directly or indirectly, shall be deemed void and of no force or effect.

22. Interpretative Provisions

a. This Agreement constitutes the entire agreement between the Owner and the Management Agent with respect to the management and operation of the Property and no change shall be valid unless made by the supplemental, written and fully executed agreement of the Owner and the Management Agent.

- b. This Agreement may be executed in counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- c. For purposes of this Agreement, notice shall be deemed given when placed in the U.S. Mail, with first-class postage prepaid, sent to the addresses designated below, or when delivered by hand, courier or facsimile:

ADDRESS FOR NOTICES TO OWNER:

Park Hill Residence, Inc.  
c/o Senior Housing Options  
1660 Wynkoop #850  
Denver, CO 80202  
Facsimile Number: (303) 595-9225

ADDRESS FOR NOTICES TO MANAGEMENT AGENT:

SENIOR HOUSING OPTIONS, INC.  
1660 WYNKOOP #850  
DENVER, CO 80202  
FACSIMILE NUMBER: (303) 595-9225

- d. No consent or waiver, express or implied, by either party to any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to any other breach or default in the performance by such other party of the same or any other of its obligations.

Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

- e. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect so long as the underlying intent of this Agreement can be carried out. It is the intention of the parties hereto that, if any provision of this agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

- f. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Denver County, Colorado.
  
- g. Should this Agreement become the subject of litigation to resolve a claim of default in performance by either party, the party who is determined to be in default shall pay reasonable attorneys' fees, expenses and court costs of the non-defaulting party.

In Witness Whereof, the parties hereto have executed this Agreement on the date first above written:

OWNER:

Park Hill Residence, Inc.,  
a Colorado corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

*[Signature]*  
PRESIDENT

WITNESS:

*[Signature]*  
\_\_\_\_\_

MANAGEMENT AGENT:

SENIOR HOUSING OPTIONS, INC.,  
a Colorado corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

*[Signature]*  
Executive Director

WITNESS:

*[Signature]*  
\_\_\_\_\_

08/96

**RESOLUTIONS  
OF  
SENIOR HOUSING OPTIONS, INC.**

1. The Board of Directors of Senior Housing Options, Inc. ("SHO") has promoted Vennita Jenkins to the role of Chief Executive Officer, and successor to the current Chief Executive Officer James Goddard, effective July 1, 2022 ("Transition Date").
2. The Board of Directors desires to confirm that from and after the Transition Date, Vennita Jenkins has the authority to execute in the name of and on behalf of SHO such documents and instruments as permitted to be executed by the Chief Executive Officer pursuant to the Bylaws of SHO, and to confer upon Vennita Jenkins the authority to execute such documents as she deems necessary and appropriate in connection with those matters previously authorized by the Board of Directors pursuant to limitations of such prior resolutions.
3. Further, the Board of Directors hereby confirms that such authorization to act will extend to those entities for which SHO is the managing member or sole member, related to those actions previously authorized by the Board of Directors.

**SECRETARY CERTIFICATION**

The undersigned hereby certifies that he is the duly elected, qualified and acting Secretary of Senior Housing Options, Inc., a Colorado nonprofit corporation, and that the foregoing Resolutions were duly adopted by the Board of Directors of Senior Housing Options, Inc. on June 22, 2022.

**SENIOR HOUSING OPTIONS**  
a Colorado nonprofit corporation,

By: \_\_\_\_\_

Kevin Seggelke, Secretary

BYLAWS  
OF  
PARK AVENUE HOUSING CORPORATION  
(a Colorado nonprofit corporation)

ARTICLE I  
Offices

1. Business Offices. The principal office of the corporation in the State of Colorado shall be located in the City and County of Denver. The corporation may have such other office, either within or without the State of Colorado, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.
2. Registered Office. The corporation shall have and continuously maintain in the State of Colorado a registered office, and a registered agent whose office is identical with such registered office, as required by the Colorado Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II  
Members

1. Membership. The sole member of the Corporation shall be The Colorado Coalition for the Homeless.
2. Voting Rights. All members shall have full voting rights at all Corporation membership meetings. Non-profit organizational, corporate, and sustaining members shall have full voting rights, which may be exercised by any individual they designate to the Secretary of the Corporation.
3. Transfer of Membership. Membership in this corporation is not transferable or assignable.
4. Membership Rights and Responsibilities. Any member of the Corporation may: 1) attend any membership meeting, Board meeting, or committee meeting of the Corporation, except where executive session has been declared, and 2) attend the annual meeting and express his/her views on Corporation policies and vote for directors of the Corporation.
5. Authority of Member. The Member may execute agreements with the Corporation, and conduct business with the Corporation, including providing funding, making contributions, providing loan, or providing management services on behalf of the Corporation.

ARTICLE III  
Meetings of Members

1. Annual Meeting. An annual meeting of the members shall be held on a date to be determined by the board of directors, beginning with the year 2022, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Colorado, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.
2. Special Meetings. Special meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.
3. Place of Meeting. The Board of directors may designate any place, either within or without the State of Colorado, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Colorado, but if all of the members shall meet at any time and place, either within or without the State of Colorado, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.
4. Notice of Meeting. Written notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than seven or more than thirty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose or purposes of which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.
5. Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.
6. Quorum. A quorum at any general meeting of the membership of the Corporation shall consist of one-half of voting members.
7. Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.
8. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by a proxy at a meeting at which a quorum is

present shall be necessary for the adoption thereof unless a greater portion is required by law or by these bylaws.

#### ARTICLE IV Board of Directors

1. General Powers. The affairs of the corporation shall be managed by its Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the articles of incorporation, or these bylaws. The Board of Directors shall be authorized to acquire or dispose of real estate or other property, borrow or lend funds as necessary to conduct the affairs of the corporation, and engage in any other business that furthers the mission and purposes of the corporation.
2. Number, Tenure and Qualifications. The number of Directors shall be not less than three and not more than five. The initial Directors shall be appointed by the Member. Directors shall serve three-year terms; initially one-third of the Directors shall serve a one-year term; one-third shall serve a two-year term; one-third shall serve a three-year term in order to maintain staggered terms, with one-third of the terms being filled each year. Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected or appointed. Directors may be re-elected or re-appointed without limitation as to the number of terms.
3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without notice than this bylaw, immediately after, and the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Colorado, for the holding of additional regular meetings of the Board without other notice than such resolution.
4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place, within the State of Colorado, as the place for holding any special meeting of the Board called by them.
5. Notice of Meetings. Notice of each meeting of directors, whether annual, regular or special, shall be given to each director. If such notice is given either (a) by depositing a written notice in the United States mail, postage prepaid, or (b) by transmitting a cable or telegram, in all cases directed to such director at his/her residence or place of business, it shall be so given at least four (4) days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by the statute, state the purpose or purposes thereof.
6. Quorum. One-third of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than one-third of the Directors are present at said meeting, a third of the Directors present may adjourn the meeting from time to time without further notice.



7. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

8. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.

9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum for expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board, but nothing herein contained shall be construed to preclude any Director from serving the corporation in some other capacity and receiving compensation therefor.

10. Electronic Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

11. Meetings by Telephone. Members of the Board of Directors or any committee designated thereby may hold or participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment provided that all such persons so participating in such meeting can hear each other at the same time.

12. Standard of Care. A director shall perform his/her duties as a director, including duties as a member of any committee of the board upon which he/she may serve, in good faith, in a manner he/she reasonable believes to be in the best interests of the corporation, and with such care as an ordinary prudent person in a like position would use under similar circumstances. In performing these duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements or other financial data, in each case prepared or presented by board officers, committees, staff, counsel, public accountants, or other consultants with respect to matters which the director reasonably believes to be within such persons' professional or expert competence. No director shall permit his or her position of the board of directors to create a conflict between his/her personal business activities and the actions of the corporation. A person who so performs his/her duties shall not have any liability by reason of being or having been a director of the corporation.

13. Termination. Any Director with 3 or more unexcused absences from Board meetings within the preceding 12 month period may be removed from the Board. The Secretary shall give notice to said Director of such termination. Any Director who wishes to be reinstated may petition the Board, and the Board may by majority vote reinstate said person to the Board.

ARTICLE V  
Officers

1. Officers. The officers of the corporation shall be a President and a Secretary. If approved by the Board of Directors, additional officers of Vice Chair and a Treasurer may be appointed. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.
2. Election and Term of Office. The initial officers shall be appointed by the Member. Subsequently, the officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.
3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.
4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
5. President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He/she shall preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper officer of the corporation, contracts or other instruments which the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the corporation, and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President is authorize to execute documents on behalf of the corporation, including acquisition of real estate and financing documents.
6. Vice President. If established by the board, the Vice President in the absence of the President or in the event of his/her inability or refusal to act shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.
7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these bylaws or as required by law, be custodian

of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws, keep a register of the post office address of each member which shall be furnished to the Secretary by such member and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the President or by the Board of Directors.

8. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bond for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

## ARTICLE VI Committees

1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have an exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the corporation; restating articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the corporation; authorizing the voluntary dissolution of the corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the corporation; or amending, altering or repealing any resolution of the Board of Directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him/her by law.

2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The President of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such members whenever in their judgment the best interest of the corporation shall be served by such removal.

3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

4. Chairperson. One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

## ARTICLE VII Indemnification

1. Definitions. The following definitions shall apply to the terms used in this Article:

(a) "Corporation" includes this corporation and any domestic or foreign predecessor entity of the corporation in a merger, consolidation, or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the corporation and an individual who, while a director of the corporation, is or was serving at the corporation's request as a director, officer, partner, trustee, employee, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust other enterprise, or employee benefit plan. A director shall be considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on or otherwise involve services by him or her to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise required, the estate or personal representative of a director.

(c) "Expenses" includes attorney fees.

(d) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expense incurred with respect to a proceeding.

€ "Official capacity," when used with respect to a director, means the office of director in the corporation, and, when used with respect to a person other than a director, means the office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise, or employee benefit plan.

(f) "Party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suite, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

2. Indemnification for Liability

(a) Except as provided in paragraph (d) of this section (2), the corporation shall indemnify against liability incurred in any proceeding any individual made a party to the proceeding because he or she is or was a director or officer if:

(i) He or she conducted himself or herself in good faith;

(ii) He or she reasonably believed:

a. In the case of conduct in his or her official capacity with the corporation, that his or her conduct was in the corporation's best interests; or

b. In all other cases, that his or her conduct was at least not opposed to the corporation's best interests; and

c. In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants or beneficiaries of the plan is conduct that satisfied the requirements of this Section (2). A director's or officer's conduct with respect to an employee benefit plan for a purpose that he or she did not reasonably believe to be in the interests of the participants or beneficiaries of the plan shall be deemed not to satisfy the requirements of this Section (2).

(c) The termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in paragraph (a) of this Section (2).

(d) The corporation may not indemnify a director or officer under this Section (2) either:

(i) In connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation; or

(ii) In connection with any proceeding charging improper personal benefit to the director or officer, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

(e) Indemnification permitted under this Section (2) in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

### 3. Mandatory Indemnification.

(a) Except as limited by these Articles of Incorporation, the corporation shall be required to indemnify a director or officer of the corporation who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he or she was a party against reasonable expenses incurred by him or her in connection with the proceeding.

(b) Except as otherwise limited by these Articles of Incorporation, a director or officer who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(i) If it determines the director or officer is entitled to mandatory indemnification, the court shall order indemnification under paragraph (a) of this Section (3), in which case the court shall also order the corporation to pay the director's or officer's reasonable expenses incurred to obtain court-ordered indemnification.

(ii) If it determines that the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he or she met the standard of conduct set forth in paragraph (a) of Section (2) of this Article or was adjudged liable in the circumstances described in paragraph (d) of Section (2) of this Article, the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in paragraph (d) of Section (2) of this Article is limited to reasonable expenses incurred.

#### 4. Limitation on Indemnification.

(a) The corporation may not indemnify a director or officer under Section (2) of this Article unless authorized in the specific case after a determination has been made that indemnification of the director or officer is permissible in the circumstances because he or she has met the standard of conduct set forth in paragraph (a) of Section (2) of this Article.

(b) The determination required to be made by paragraph (a) of this Section (4) shall be made:

(i) By the board of directors by a majority vote of a quorum, which quorum shall consist of directors not parties to the proceeding; or

(ii) If a quorum cannot be obtained, by a majority vote of a committee of the board designated by the board, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If the quorum cannot be obtained or the committee cannot be established under paragraph (b) of this Section (4), or even if a quorum is obtained or a committee designated if such quorum or committee so directs, the determination required to be made by paragraph (a) of this Section (4) shall be made:

(i) By independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in subparagraph (i) or (ii) of paragraph (b) of this Section (4) or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board; or

(ii) By the shareholders.

(d) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible; except that, if the determination that indemnification is permissible is made by independent legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected said counsel.

#### 5. Advance Payment of Expenses

(a) The corporation shall pay for or reimburse the reasonable expenses incurred by a director, officer, employee or agent who is a party to a proceeding in advance of the final disposition of the proceeding if:

(i) The director, officer, employee, or agent furnishes the corporation a written affirmation of his or her good-faith belief that he or she has met the standard of conduct described in subparagraph (i) of paragraph (a) of Section (2) of this Article;

(ii) The director, officer, employee or agent furnished the corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is determined that he or she did not meet such standard of conduct; and

(iii) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section (5).

(b) The undertaking required by subparagraph (ii) of paragraph (a) of this Section (5) shall be an unlimited general obligation of the director, officer, employee or agent, but need not be secured and may be accepted without reference to financial ability to make repayment

(c) Determinations and authorizations of payments under this Section shall be made in the manner specified under Section (4) hereof.

6. Reimbursement of Witness Expenses. The corporation shall pay or reimburse expenses incurred by a director in connection with his or her appearance as a witness in a proceeding at a time when he or she has not been made a named defendant or respondent in the proceeding.

7. Insurance for Indemnification. The corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the corporation or who, while a director, officer, employee, fiduciary, or agent of the corporation, is

or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors of the corporation, whether such insurance company is formed under the laws of Colorado or any other jurisdiction of the United States of America, including any insurance company in which the corporation has equity or any other interest, through stock or otherwise.

8. Notice of Indemnification. Any indemnification of or advance of expenses to a director in accordance with this Article, if arising out of a proceeding by or on behalf of the corporation, shall be reported in writing to the shareholders with or before the notice of the next shareholders' meeting.

9. Indemnification of Officers, Employees, and Agents of the Corporation. The Board of Directors may indemnify and advance expenses to an officer, employee, or agent of the corporation who is not a director of the corporation to the same or greater extent as to a director if such indemnification and advance expense payment is provided for in these Articles of Incorporation, the Bylaws, by resolution of the shareholders or directors or by contract, in a manner consistent with the Colorado Corporation Code.

## ARTICLE VIII

### Contracts. Checks. Deposits. Gifts. and Proxies

1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instance.

2. Checks. Drafts. Etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.



4. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

5. Proxies. Unless otherwise provided by resolution adopted by the Board of Directors, the President or any Vice President may from time to time appoint one or more agents or attorneys in fact of the corporation in the name and on behalf of the corporation, to cast the votes which the corporation may be entitled to case as a holder of stock or other securities in any other corporation, association or other entity any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation, association or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he/she may deem necessary or proper in the premises.

#### ARTICLE IX Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members. All books and records of the corporation may be inspected by any member or his/her agent for any proper purpose at any reasonable time.

#### ARTICLE X Waiver of Notice

Whenever any notice is required to be given under the provisions of the Colorado Nonprofit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XI Amendments to Bylaws

These bylaws may be altered, amended or repealed and new bylaws may be adopted by a two-thirds majority of the Directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend or repeal or to adopt new bylaws at such meeting.

Adopted August 25, 2021

Deviations from Standard Zone District

1901 N. Eudora St. (Schedule Number 0131408010000) PUD

| G-MU-3 Deviation   | Why Deviation is Necessary   |
|--|--|
| <p>Allow Residential Care, Type 2 (11 to 40 guests) for Assisted Living, Senior Housing and Adult Day Care as a Permitted use (P-ZP) (Section 6.4.4)</p>                       | <p>To continue to permit adult day care for up to 20 individuals.</p> <p>To continue to permit assisted living as a use. This request will increase the permitted number of residents from 36 to 40.</p>   |
| <p>Reduction of Vehicle Parking Requirement for Residential Care, Type 2 from 0.5/ 1,000 SF GFA and Adult Day Care from 1/ 1,000 SF GFA (Section 6.4.4) to 3 total spaces.</p> | <p>Due to the site operating primarily as an assisted living facility for low-income senior adults, in addition to providing adult day care, it is reasonable to request relief from this requirement.</p> |



March 3, 2022

City and County of Denver Community Planning and Development  
201 West Colfax Avenue  
Denver, CO 80202

**Re: Letter of Authorization for Zone Map Amendment (Rezoning- PUD) Application for 1901 Eudora Street**

To Whom It May Concern,

Shopworks Architecture, and its representatives, is authorized to represent Senior Housing Options regarding the rezone application for parcel #0131409010000 located at 1901 Eudora Street, Denver, Colorado.

Sincerely,

James H. Goddard, Chief Executive Officer  
Senior Housing Options  
1510 17<sup>th</sup> Street  
Denver, CO 80202

City and County of Denver  
Community Planning and Development  
Attn: Planning Services  
201 W. Colfax Ave  
Denver, CO 80202

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**Re: 1901 N. Eudora St. (Schedule Number 0131408010000) :: Rezoning PUD Request**

Dear Planning Services,

Shopworks Architecture, on behalf of Senior Housing Options, respectfully requests the City to consider a rezoning of an approximate 0.48-acre parcel located at 1901 Eudora Street in the South Park Hill Neighborhood.

This request has been created by the following parties:

**Owner/Applicant**

**Planner**

Park Hill Residences, Inc.; owned by Senior Housing Options  
1510 17<sup>th</sup> St  
Denver, CO 80202  
Contact: Jim Goddard  
Email: [jgoddard@seniorhousingoptions.org](mailto:jgoddard@seniorhousingoptions.org)

Shopworks Architecture  
301 W. 45<sup>th</sup> Avenue  
Denver, CO 80216  
Contact: Alisha Hammett  
Email: [alisha@shopworksarc.com](mailto:alisha@shopworksarc.com)

The existing building at 1901 N Eudora Street is an assisted living facility for low-income elderly adults. The building is owned and managed by Senior Housing Options, a nonprofit organization dedicated to providing supportive services and quality affordable housing for the elderly and adults with physical and mental barriers.

Senior Housing Options is looking to maximize the number of residents they can serve by reconfiguring the interior of their building to accommodate 4 additional units. The conversion would not increase the footprint of the building; however, because the existing zoning limits the number of units to 36, the organization is looking to rezone to accommodate the additional 4 units; increasing the number of residents they can house and serve from 36 residents to 40 residents.

The site is currently zoned PUD, with a base zone district of RO from the Former Chapter 59 zoning code. We are seeking a rezone of this parcel to a new PUD, with a base zone district of General Urban Multi-Unit 3 stories (G-MU-3) to increase the density of this property by 4 units.

The intent of the PUD is to:

- Allow for flexibility to encourage ongoing use and adapted reuse of the existing building as an assisted living facility for elderly adults.
- Increase the maximum allowed density to 40 units.

Following the rezoning to a new PUD, a Site Development Plan or Enhanced Zone Permit would be submitted to the city for the interior renovation of the building to accommodate 4 more units.

The proposed redevelopment of the subject property would be subject to the G-MU-3 zone district standards with several exceptions. Those deviations include:



301 West 45<sup>th</sup> Avenue Denver, CO 80216 (303) 433-4094

- Allow for flexibility to encourage an existing use and adaptive reuse of the existing building
- Accommodate the addition of 4 more units onsite, increasing the density from 36 units to 40 units.

G-MU-3 is a multi-unit district allowing urban house, duplex, garden court, town house, and apartment building forms. The tallest building form has a maximum height of three stories.

## COMMUNITY OUTREACH

Senior Housing Options met with the Greater Park Hill Community neighborhood association on April 7, 2022, during their regular community meeting to present this rezoning request and listen to feedback. The Greater Park Hill Community fully supports our PUD request and has provided a letter of support which accompanies this application.

Senior Housing Options also held their own community information meeting on April 26, 2022, at St. Thomas Episcopal Church to discuss this proposed zoning strategy with the neighbors. Only one person attended and the meeting and did not have any questions, because he is the Board Chair of the Greater Park Hill Community neighborhood association.

## CONSISTENCY WITH CITY ADOPTED PLANS

### Denver Comprehensive Plan 2040

This PUD reflects the following goals and strategies in the Denver Comprehensive Plan:

- *Equitable, Affordable, and Inclusive, Goal 2, Strategy A – Create a greater mix of housing options in every neighborhood for all individuals and families (p. 28).*
- *Equitable, Affordable, and Inclusive, Goal 2, Strategy D- Build housing as a continuum to serve residents across a range of incomes, ages and needs. Increase the development of senior-friendly and family-friendly housing, including units with multiple bedrooms in multifamily developments (p.29)*
- *Equitable, Affordable, and Inclusive, Goal 4, Strategy B- Preserve existing affordable housing. Create additional tools, including community land trusts and regulatory incentives to preserve existing affordable housing (p. 29)*
- *Equitable, Affordable, and Inclusive, Goal 8, Strategy D- Increase housing options for Denver’s most vulnerable populations. Expand the supply of housing accessible to seniors and people with disabilities, including more housing choices for seniors to age in place (p. 31).*
- *Strong and Authentic Neighborhoods Goal 1, Strategy B – Ensure neighborhoods offer a mix of housing types and services for a diverse population (p. 34).*

This rezone is to amend the existing PUD to accommodate a modest increase in density. This rezone will enable Senior Housing Options to increase the number of dwelling units onsite from 36 to 40. This will help serve 4 additional low-income seniors who need assisted living, who previously were unable to find housing in Denver. This rezone ensures that there is a mix of housing types and options for a diverse and vulnerable population and provides a continuum of housing options for residents to age in place.

### Blueprint Denver

The future places concept for the subject property is *residential area- low*, which is predominately *one- and two-unit residential uses*. *In some contexts, some higher intensity residential may be mixed throughout (p. 148)*. The subject property is identified as being in one of the least housing diverse areas (p.43) meaning in an area where there is a strong need to include efforts to increase the range of housing options.



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Blueprint Denver also offers the following plan guidance:

- *Areas that become too homogeneous and exclusive threaten that vision by reducing or eliminating choice for anyone but the most affluent and privileged. A lack of housing options at various sizes and prices often means certain populations—including families, the elderly, and people with disabilities—are not able to live in neighborhoods of their choice. Increasing the range of housing and job options will also advance the important goal to maintain and increase racial, ethnic, and socioeconomic diversity in Denver’s neighborhoods (p. 41).*
- *Expand Family-Friendly Housing. To build a diverse community of all ages and to compete with housing options in neighborhoods outside of Denver, we need to build communities supportive of families—including seniors who want to age in place and families of different religions and cultures. (p. 85)*
- *Incentivize or require efficient development of land, especially in transit-rich areas. Allow increased density in exchange for desired outcomes, such as affordable housing, especially in transit-rich areas (p.73).*

This rezoning would accommodate an additional 4 units on the current subject property and allow for Senior Housing Options to serve 4 additional low-income seniors who need assisted living. This supports Blueprint Denver’s vision of increasing the range of housing options within a residential area- low.

The subject property is adjacent to E. Montview Blvd, which is a residential collector and E. 17<sup>th</sup> Avenue Parkway is a residential arterial that have multimodal pathways and easy access to mass transit. Being adjacent to these road classifications help inform and guide where additional density may be appropriate. According to the Land Use & Built Form Goal 2, Strategy C: *Allow increased density in exchange for desired outcomes, such as affordable housing, especially in transit-rich areas (p.72).*

This zone map amendment request conforms with *Blueprint Denver’s* vision for an equitable city, where a common-sense approach to where growth should go and how it should fit (p. 29).

#### East Area Plan

The *East Area Plan* sets the following vision and community priorities:

- *Ensure the East Area is an inclusive place in the future by increasing the amount of affordable housing using all available methods by permanently preserving existing affordable housing, and by adding more diverse housing options in residential neighborhoods in appropriate locations (p. 9)*
- *Stabilize residents at risk of involuntary displacement and preserve existing affordability (p.16)*
- *Create new affordable housing that can support households of different sizes, ages and incomes (p.16)*

According to the *East Area Plan*, South Park Hill has the least diverse housing mix in the entire plan area, at 80% single-unit residential and only 4% is multi-unit dwelling uses. This lack of diversity in housing amplifies the need to rezone this property to accommodate additional density for low-income seniors who need assisted living. The *East Area Plan* envisions the future to be “*home to households of all incomes and sizes, including seniors.*”

Further, the recommendations in the *East Area Plan* include expanding diversity of housing types and affordability to support households of different size, ages, and income in all neighborhoods (p. 54) Additionally, the plan goes on to recommend making it “*easier for households to age within their neighborhoods through models such as senior assisted living, home-sharing and co-housing (p.54)*”

This rezone request is consistent with the vision, goals, and principles of the *East Area Plan*.



Housing an Inclusive Denver

This rezone request will support the following goals and policy recommendations in *Housing an Inclusive Denver*:

- *Support housing as a continuum that serves residents across a range of incomes, including residents experiencing homelessness, those earning low wages or living on fixed-incomes such as seniors or residents with a disability, and working families (p.7)*
- *The City and its partners are focused on strategies that produce new affordable options and stabilize those at risk of displacement to prevent residents, especially those living on fixed-income such as seniors and people on disability, from becoming homeless (p.12)*
- *Renters: Of all the cost-burdened Denver renters, 54% are single-person households without children, 35% do not have post-secondary education, and 11% are seniors (p.4).*
- *One-third of cost-burdened owner households are seniors (p.36).*
- *Preserve existing income-restricted affordable rental housing in vulnerable neighborhoods and near transit.*
- *In 2017 only 95 income-restricted properties in Denver served seniors, and only 25 income-restricted properties served persons with disabilities (p.78).*

**UNIFORMITY OF DISTRICT REGULATIONS AND RESTRICTIONS**

The proposed PUD rezoning will result in the uniform application of zone district building form, use and design regulations across the site. The PUD is based on the G-MU-3 zone district with appropriate customized elements in support of the unique reuse, development opportunities on the site.

**FURTHERING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE**

The proposed official map amendment furthers the public health, safety, and general welfare of the City primarily through implementation of the City’s adopted land use plans.

**JUSTIFYING CIRCUMSTANCES**

Since the date of the approval of the existing Zone District, there has been a change to such a degree that the proposed rezoning is in the public interest C) that the City adopted a Denver Zoning Code and the property retained Former Chapter 59 Zoning.

The identified change on the subject property is that the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning. To facilitate the additional 4 units that Senior Housing Options looks to add by reconfiguring their existing building, it is in the public interest to include it in the comprehensive planning of the remainder of the site.

**CONSISTENCY WITH NEIGHBORHOOD CONTEXT, ZONE DISTRICT PURPOSE, AND INTENT**

The following table summarizes the existing context proximate to the subject site:

|       | Existing Zoning | Existing Land Use                       | Existing Building Form/ Scale | Existing Block, Lot Street Pattern   |
|-------|-----------------|---|-------------------------------|--|
| Site  | PUD 377         | Assisted Living Senior Housing Facility | 2-story building              | Block patterns are generally regular with a mix of alley access. Buildings are lower scale and closer to the street. |
| North | U-SU-C          | Church                                  | 3-story building              |  |
| South | U-SU-C          | Single-family house                     | 1-story house                 |  |
| West  | U-SU-C          | Single-family house                     | 1-story house                 |  |
| East  | U-SU-C          | Single-family house<br>Church           | 2-story building              |  |



## ADDITIONAL REVIEW CRITERIA FOR REZONING TO PUD DISTRICT

The PUD District and the PUD District Plan comply with the intent, purpose, all applicable standards and criteria stated in Article 9, Division 9.6 (Planned Unit Development). Provide a section describing how the PUD district responds to A.-D. of the General Purpose and Intent statement in DZC Section 9.6.1.1.

This PUD responds to the unique circumstances of the existing use as an affordable senior housing assisted living facility. While other zone districts were contemplated, none enabled the site to increase in appropriate density. The existing zoning is a PUD, and this rezoning adds in greater flexibility for the existing facility to reconfigure its floorplan within the current building footprint to accommodate 4 additional residents. The proposed PUD brings the site closer to conformance with the current zoning regulations and adopted plans.

Without the proposed required privately owned public space, the proposed PUD provides significant public benefit. This area is identified as one of the least housing diverse areas in the City. By allowing the continuation of assisted living in the current location, Denver can provide a continuum of housing for people of all ages.

This PUD provides necessary relief from the transparency requirements for apartment buildings in the G-MU-3 zone district. The siting and exterior design of the existing building is to remain; and deviations from the base zone district are required to keep the building in conformance. Further, this PUD includes assisted living, senior housing which are permitted uses that are not included in the base zone district.

The development proposed on the subject property is not feasible under any other Zone Districts, and would require an unreasonable number of variances or waivers and conditions.

As stated above, other zone districts were explored, however none of them enabled the site to continue its current use nor would they allow the addition of 4 more units; hence this rezone request.

The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.

The proposed permitted uses are not altered from the base standard zone district of G-MU-3, specifically chosen based on their compatibility with the surrounding land uses, as detailed above.

The PUD District, the PUD District Plan establish permitted building forms that are compatible with adjacent existing building forms, or which are made compatible through appropriate transitions at the boundaries of the PUD District Plan (e.g., through decreases in building height; through significant distance or separation by rights-of-way, landscaping or similar features; or through innovative building design).

The proposed PUD does not change the allowed building forms from the base zone district and are consistent with the building forms contemplated in the G-MU-3 district.





Greater Park Hill Community, Inc.

Phone: (303) 388-0918

2823 Fairfax Street  
Denver, CO 80207  
greaterparkhill.org

Fax: (303) 388-0910

May 5, 2022

Denver Planning Board  
c/ Valerie Herrera, Senior City Planner  
Community Planning & Development  
City and County of Denver  
201 W. Colfax Ave., Dept. 205  
Denver, CO 80202

**RE: Support for Rezoning Application for 1901 N. Eudora**

Members of the Denver Planning Board:

Greater Park Hill Community is aware of Senior Housing Options rezoning request for their property at 1901 N. Eudora to a new Planned Unit Development (PUD). We are submitting this letter to express our support for the rezoning.

This rezoning should be approved for the following reasons:

1. It is consistent with and implements recommendations in Comprehensive Plan 2040, Blueprint Denver, and the East Area Neighborhood Plan.
2. The PUD creates certainty around outcomes. It is sensitive to, and respects, the adjacent properties, Park Hill, and neighborhood context.
3. The applicant, Senior Housing Options, has done extraordinary community outreach and public engagement; the PUD reflects input and lessons learned from the community.
4. The PUD will enable the renovation of the Park Hill Residences assisted living facility, to continue to provide services for low-income elderly adults.

For these reasons, we urge the Planning Board to recommend that Denver City Council approve this PUD. The attributes of the PUD zoning are appropriate and will be a great fit for the neighborhood.

Please include this letter of support in the packet for the Planning Board and for the public hearing on this rezoning.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane Sutherland", is written over a light blue horizontal line.

Shane Sutherland, Chair  
Greater Park Hill Community



PO Box 18705   
Denver, CO 80218  
303.830.1651   
chun@chundenver.org   
www.chundenver.org 

April 30, 2022

Denver Planning Board  
c/o Valerie Herrera, Senior City Planner  
Community Planning & Development  
City and County of Denver  
201 W. Colfax Ave., Dept. 205  
Denver, CO 80202

**RE: Support for Rezoning Application for 1901 N. Eudora**

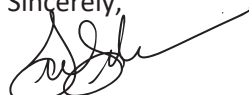
Members of the Denver Planning Board:

Capitol Hill United Neighborhoods (CHUN) leadership has been briefed by Senior Housing Options (SHO) and its application to rezone their property at 1901 N. Eudora to a new Planned Unit Development (PUD).

For several years, SHO and CHUN have partnered on several programs and projects. SHO been a supportive member of the Capitol Hill community. CHUN was an advocate for, and a contributor to, SHO's efforts in the renovation of the Olin Hotel Apartments – a 112-unit affordable senior living community just two blocks from the Capitol. The Olin Hotel has benefited from our organization's contributions to the residents' gardening plots and comfort in their courtyard through our SEED Awards Program. And the neighborhood is benefitting from the higher lighting and greater presence on Logan Street of the Olin Hotel's planting and visibility, adding to the safety of the community.

As Denver leaders address our housing affordability crisis, SHO is a critical partner in providing housing options to those Denverites in greatest need. SHO has a track record of being a good neighbor and working closely with partner groups like CHUN. We are confident SHO will maintain this goodwill as they deliver affordable assisted living in Park Hill. **For these reasons, we urge the Denver Planning Board and Denver City Council to approve this PUD.**

Sincerely,

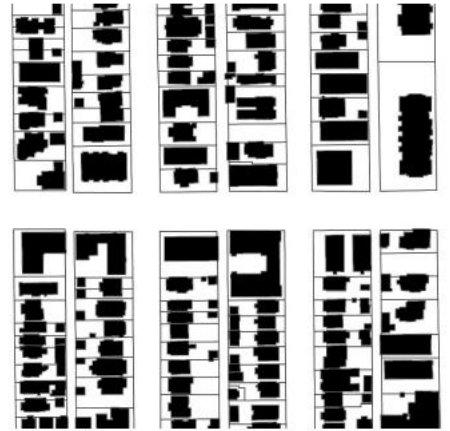
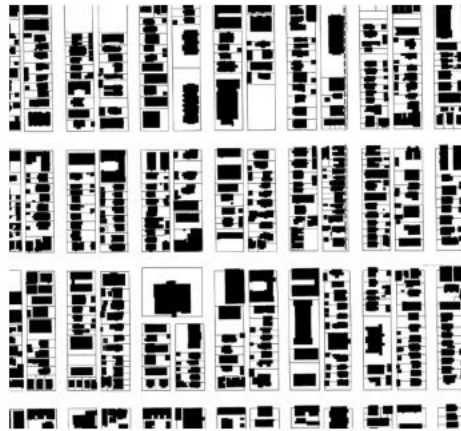


Travis Leiker, MPA  
Executive Director and President  
Capitol Hill United Neighborhoods

cc: Denver City Council

# PUD-G 30

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1901 N Eudora Street  
Month XX, 2022

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## PUD-G 30

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## CHAPTER 1. ESTABLISHMENT AND INTENT

### SECTION 1.1 PUD-G 30 ESTABLISHED

The provisions of this PUD-G 30 apply to the land depicted on the Official Zoning Map with the label PUD-G 30, and legally described as a parcel of land being Chamberlin & Winnes Colfax Heights Block 1 Lot 25 to 31 Except West 10 Feet, City and County of Denver, State of Colorado. The PUD-G 30 is a single area with no subareas established.

#### 1.1.1 Existing Building Defined

As shown in Figure 1-1, the Existing Building is hereby defined within PUD-G 30 for the purpose of applying the zoning standards provided in Chapter 4.

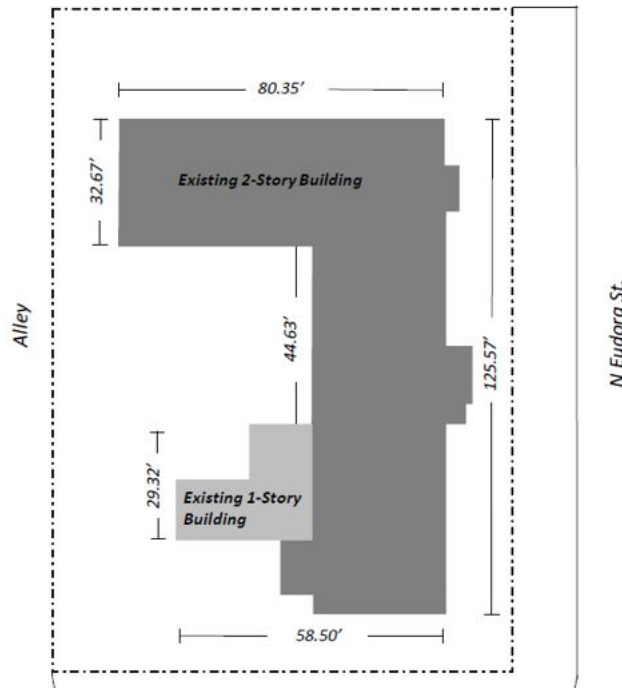


Figure 1-1 Existing Building Defined within PUD-G 30 (dimensions are approximate)

### SECTION 1.2 PUD-G 30 GENERAL PURPOSE

The general purpose of this PUD-G 30 is to enable additional beds in a Residential Care Type 2 use in an Existing Building, which except for the conservation of the Existing Building would otherwise be an inappropriate use and building form in a Low Residential area. Any standards not specified in this PUD-G 30 shall comply with the Denver Zoning Code for the existing site development and any subsequent redevelopment.

### SECTION 1.3 PUD-G 30 SPECIFIC INTENT

More specifically, PUD-G 30 is intended to:

- 1.3.1 Encourage adaptive reuse of the Existing Building, by allowing more uses and maintaining the key features of the Existing Building on the property; and
- 1.3.2 Allow for compatible additions to the Existing Building and surrounding context.

## **CHAPTER 2. NEIGHBORHOOD CONTEXT DESCRIPTION**

### **SECTION 2.1 GENERAL URBAN CONTEXT DESCRIPTION**

Development in this PUD-G 30 shall comply with the Denver Zoning Code Division 6.1 General Urban Neighborhood Context Description, as amended from time to time, except, as modified, in this PUD-G 30.

## **CHAPTER 3. DISTRICTS**

### **SECTION 3.1 G-MU-3 DISTRICT**

Development in this PUD-G 30 shall comply with the Denver Zoning Code, Division 6.2, Districts, as specifically applicable to the G-MU-3 zone district, as amended from time to time, except as modified in this PUD-G 30.

## **CHAPTER 4. DESIGN STANDARDS**

Development in this PUD-G 30 shall comply with the design standards in the Denver Zoning Code, Division 6.3 as specifically applicable to the G-MU-3 Zone District, as amended from time to time, with the following modifications.

### **SECTION 4.1 PRIMARY BUILDING FORM STANDARDS**

The Apartment building form defined by the Denver Zoning Code, Division 6.3, shall apply to the Existing Building.

### **SECTION 4.2 EXPANSION OF EXISTING BUILDING**

The Existing Building's Building Footprint is 8,193 square feet, as measured according to Denver Zoning Code, Section 13.1.5.13, Building Footprint, and as shown on the Existing Conditions in Appendix A. Primary structure expansion is permitted. The architectural features of any primary structure expansion shall have similar architectural features to the existing primary structure, subject to the standards of this PUD-G 30.

### **SECTION 4.3 CONSERVATION OF EXISTING BUILDING**

#### **4.3.1 Intent**

To maintain and conserve the Key Features of the Remaining Building defined within PUD-G 30 and Appendix A: Existing Conditions.

#### **4.3.2 Key Features of Remaining Building**

The following features shall be either conserved or matched with any façade modifications to the Existing Building.

- A. Half timbering overhang
- B. Decorative beams
- C. Tudor arch entrances
- D. Steep pitched roofs
- E. Existing brick masonry façade on the whole building
- F. Small windows with Tudor arches

Figure 1-2: Facade Features A, B, and C



**A – Half Timbering Overhang**

**B – Decorative Beams**

**C – Tudor Arch Entrances**

*Not to Scale. Illustrative Only.*

Figure 1-3: Facade Features D and E



**D – Steep Pitched Roofs**

**E – Existing Brick Masonry Façade**

*Not to Scale. Illustrative Only.*

Figure 1-4: Facade Feature F



**F – Small windows with Tudor arches**

*Not to Scale. Illustrative Only.*

## **CHAPTER 5. USES AND PARKING**

### **SECTION 5.1 INTENT**

The intent of the allowed uses and parking standards are to support the reuse and conservation of the Existing Building by allowing for limited various uses in the structure, and to ensure compatibility with the surrounding residential context.

### **SECTION 5.2 USES**

#### **5.2.1 Primary Uses**

PUD-G 30 shall only allow the following primary uses:

- A. “Residential Care, Type 2”, as defined in Article 11 of the Denver Zoning Code.
- B. “Day Care Center”, as defined in Article 11 of the Denver Zoning Code.
- C. “Community Center”, as defined in Article 11 of the Denver Zoning Code.

#### **5.2.2 Accessory and Temporary Uses**

This PUD-G 30 shall follow the G-MU-3 zone district of the Denver Zoning Code, as amended from time to time, to establish the accessory, and temporary land uses allowed on the existing zone lot, including all applicable limitations and required zoning procedures, except as modified in this PUD-G 30.

### **SECTION 5.3 REQUIRED MINIMUM PARKING**

#### **5.3.1 Minimum Vehicle Parking**

This PUD-G 30 shall require a minimum of 3 vehicle parking spaces to be provided on the zone lot for all permitted uses located in the Existing Building.

#### **5.3.2 Minimum Bicycle Parking**

Bicycle parking shall comply with bicycle standards of the Denver Zoning Code as applicable to the Denver Zoning Code, Section 6.4.4 and the G-MU-3 zone district, as amended from time to time.



### **5.3.3 Minimum Vehicle Parking for Expansion or Redevelopment**

Expansions or Redevelopment of the Existing Building's footprint shall comply with parking standards of the Denver Zoning Code as applicable to the Denver Zoning Code, Section 6.4.4 and the G-MU-3 zone district, as amended from time to time.

## **CHAPTER 6. ADDITIONAL STANDARDS**

### **SECTION 6.1 ARTICLE 1 OF THE DENVER ZONING CODE**

#### **6.1.1 Applicability**

Development in this PUD-G 30 shall comply with Article 1, General Provisions of the Denver Zoning Code, as amended from time to time, as specifically applicable to G-MU-3 zone district. This PUD is exempt from Denver Zoning Code Section 1.4.2.

### **SECTION 6.2 ARTICLE 9 OF THE DENVER ZONING CODE**

#### **6.2.1 Applicability**

Development in this PUD-G 30 shall comply with Article 9, Special Districts of the Denver Zoning Code, as amended from time to time.

### **SECTION 6.3 ARTICLE 10 OF THE DENVER ZONING CODE**

#### **6.3.1 Applicability**

This section shall apply to the Existing Building and associated site development as shown on the Existing Conditions in Appendix A. Development in this PUD-G 30 shall comply with Article 10, of the Denver Zoning Code, as amended from time to time.

#### **6.3.2 Design Standards**

A change in the use of the Existing Building in this PUD-G 30 shall comply with Article 10, General Design Standards, of the Denver Zoning Code, as amended from time to time, with the following exceptions:

- A. Parking tied to the uses established in the Existing Building through this PUD-G 30 at the time of this PUD-G 30 approval will not be required to provide landscape screening for screen Perimeter surface parking lots from Abutting Street Right-of-way and Adjacent Residential Uses as required by the Denver Zoning Code Sections 10.5.4.4.B. and 10.5.4.4.C.
- B. Any modifications and expansions to the existing building or new development on the property would be subject to landscape screening requirements by the Denver Zoning Code Section 10.5.4.

### **SECTION 6.4 ARTICLE 11 OF THE DENVER ZONING CODE**

#### **6.4.1 Applicability**

Development in this PUD-G 30 shall comply with Article 11, Use Limitations and Definitions, of the Denver Zoning Code, as specifically applicable to the G-MU-3 zone district, as amended from time to time.

### **SECTION 6.5 ARTICLE 12 OF THE DENVER ZONING CODE**

#### **6.5.1 Applicability**

Development in this PUD-G 30 shall conform to Article 12, Procedures and Enforcement of the Denver Zoning Code, as amended from time to time.

### **SECTION 6.6 ARTICLE 13 OF THE DENVER ZONING CODE**

#### **6.6.1 Applicability**

Development in this PUD-G 30 shall conform to Article 13, Rules of Measurement and Definitions, of the Denver Zoning Code, as amended from time to time.

## **CHAPTER 7. RULES OF INTERPRETATION**

Whenever a section of the Denver Zoning Code is referred to in this PUD-G 30, that reference shall extend and apply to the section referred to as subsequently amended, recodified, or renumbered; provided, however, if a section of the Denver Zoning Code, as subsequently amended, recodified, or renumbered conflicts with a provision of this PUD-G 30, this PUD-G 30 shall control.

## **CHAPTER 8. VESTED RIGHTS**

This PUD-G 30 shall be established in accordance with Denver Zoning Code sections 9.6.1.2.C, Vested Rights, and 9.6.1.5, Vested Rights, and vested property rights shall be created 90 days after the effective date of the ordinance approving this PUD-G 30. The property rights vested through approval of this PUD-G 30 shall remain vested for a period of 3 years and shall include the right to commence and complete development of and the right to use the site in accordance with the intent, standards, and uses set forth in the Denver Zoning Code, as amended from time to time, except as expressly modified by this PUD-G 30.

# APPENDIX A:

Existing Conditions

# The Eudora Home

1901 Eudora Street, Denver, Colorado

Date: July 10, 1995  
A Building Remodel

Owner:

Senior Housing Options, Inc.  
1660 Wynkoop Street, Suite 850  
Denver, Colorado 80202  
(303) 595-4464  
Fax: (303) 595-9225

Architect:

Lantz-Boggio Architects, P.C.  
5200 DTC Parkway, Suite 500  
Englewood, Colorado 80111  
(303) 773-0436  
Fax: (303) 773-8709

**Consultants**

**CIVIL ENGINEER:**  
R AND R ENGINEERS - SURVEYORS, INC.  
10 INVERNESS DRIVE EAST, SUITE 229  
ENGLEWOOD, COLORADO 80112  
(303) 792-2846  
FAX: 792-0754

**STRUCTURAL ENGINEER:**  
PEAK ENGINEERS  
14142 DENVER WEST PARKWAY, SUITE 195  
GOLDEN, COLORADO 80410  
(303) 278-0707  
FAX: 278-2125

**MECHANICAL ENGINEER:**  
GOMEZ ENGINEERS CONCEPTS  
7500 WEST MISSISSIPPI, SUITE B-20  
LAKEWOOD, COLORADO 80228  
(303) 938-4002  
FAX: 938-8856

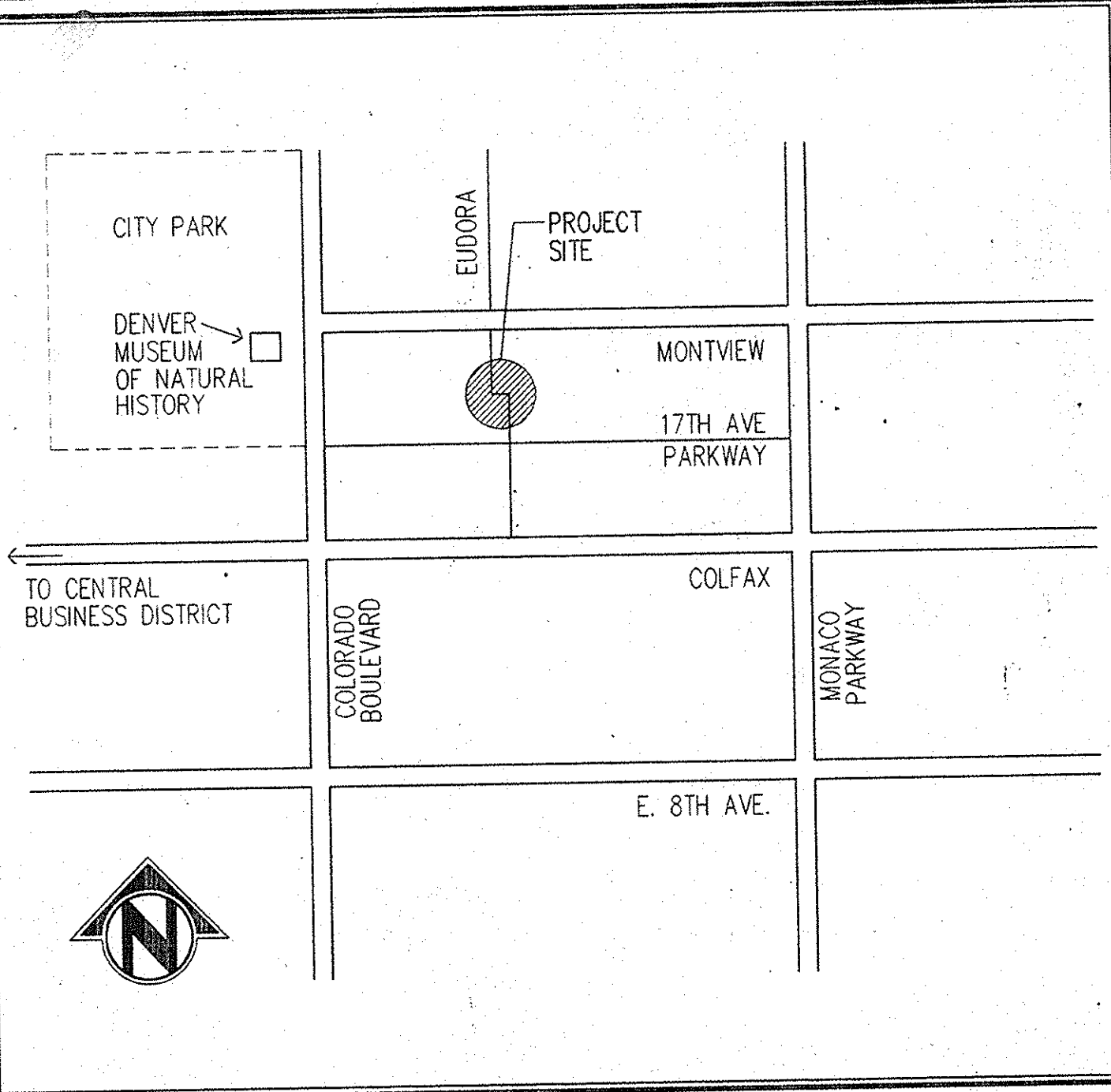
**ELECTRICAL ENGINEER:**  
ALBER ENGINEERS  
3333 SOUTH WADSWORTH, SUITE D-220  
LAKEWOOD, COLORADO 80227  
(303) 985-3580  
FAX: 985-2304

**KITCHEN CONSULTANTS:**  
HRYAT FOODSERVICE, INC.  
11555 EAST PEAKVIEW AVENUE  
ENGLEWOOD, COLORADO 80111  
(303) 643-4741  
FAX: 643-4729

**Project Statistics**

|                    |  |            |
|--------------------|--|------------|
| ADDRESS:           | 1901 EUDORA STREET<br>DENVER, COLORADO |            |
| BUILDING AREA:     | BASEMENT:                              | 6,790 S.F. |
|                    | FIRST FLOOR:                           | 6,790 S.F. |
|                    | SECOND FLOOR:                          | 5,880 S.F. |
| OCCUPANCY GROUP:   | R-1 APARTMENT HOUSE<br>(NO CHANGE)     |            |
| CONSTRUCTION TYPE: | EXISTING:                              | V-N        |
| STORIES:           | TWO                                    |            |
| OCCUPANT LOAD:     | BASEMENT:                              | 23         |
|                    | DINING ROOMS:                          | 52         |
|                    | KITCHEN:                               | 2          |
|                    | APARTMENTS:                            | 58         |
|                    | TOTAL:                                 | 135        |
| SPRINKLER SYSTEM:  | YES: ALL FLOORS                        |            |

**Vicinity Map**



**Drawing Index**

**CIVIL:**

C1.1 ..... GRADING PLAN

**ARCHITECTURAL:**

..... COVER SHEET  
..... GENERAL NOTES  
A0.1 ..... ARCHITECTURAL SITE PLAN  
A0.2 ..... BASEMENT FLOOR PLAN  
A1.1 ..... FIRST FLOOR PLAN  
A1.2 ..... SECOND FLOOR PLAN  
A1.3 ..... ROOM AND DOOR SCHEDULES  
A1.4 ..... INTERIOR ELEVATIONS  
A1.5 ..... DETAILS  
A1.6

**STRUCTURAL:**

S1.1 ..... STRUCTURAL NOTES & DETAILS

**MECHANICAL:**

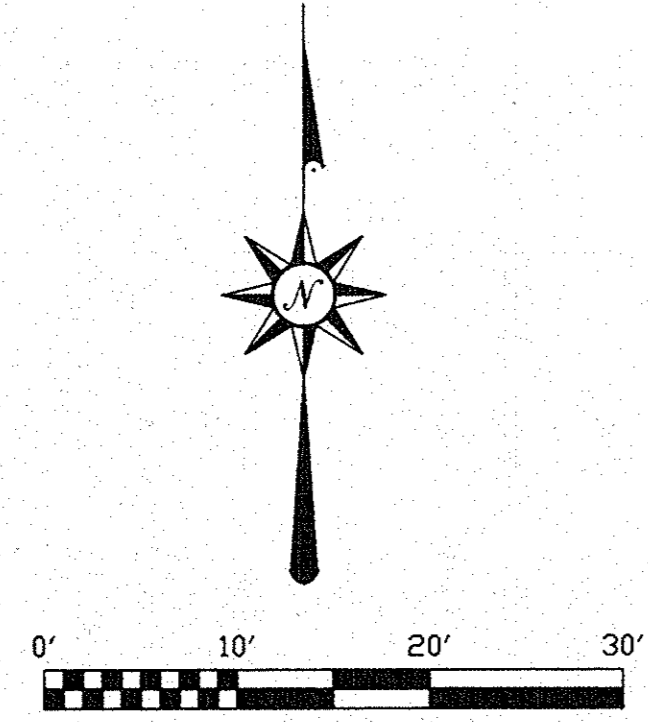
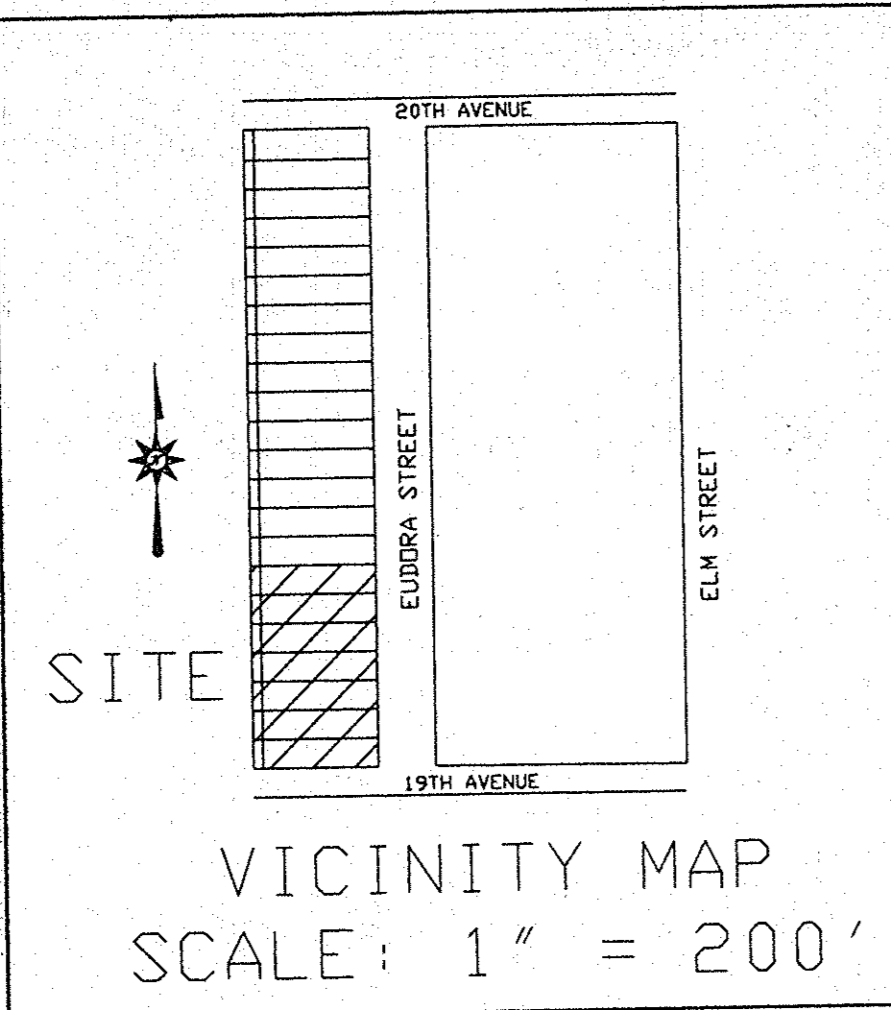
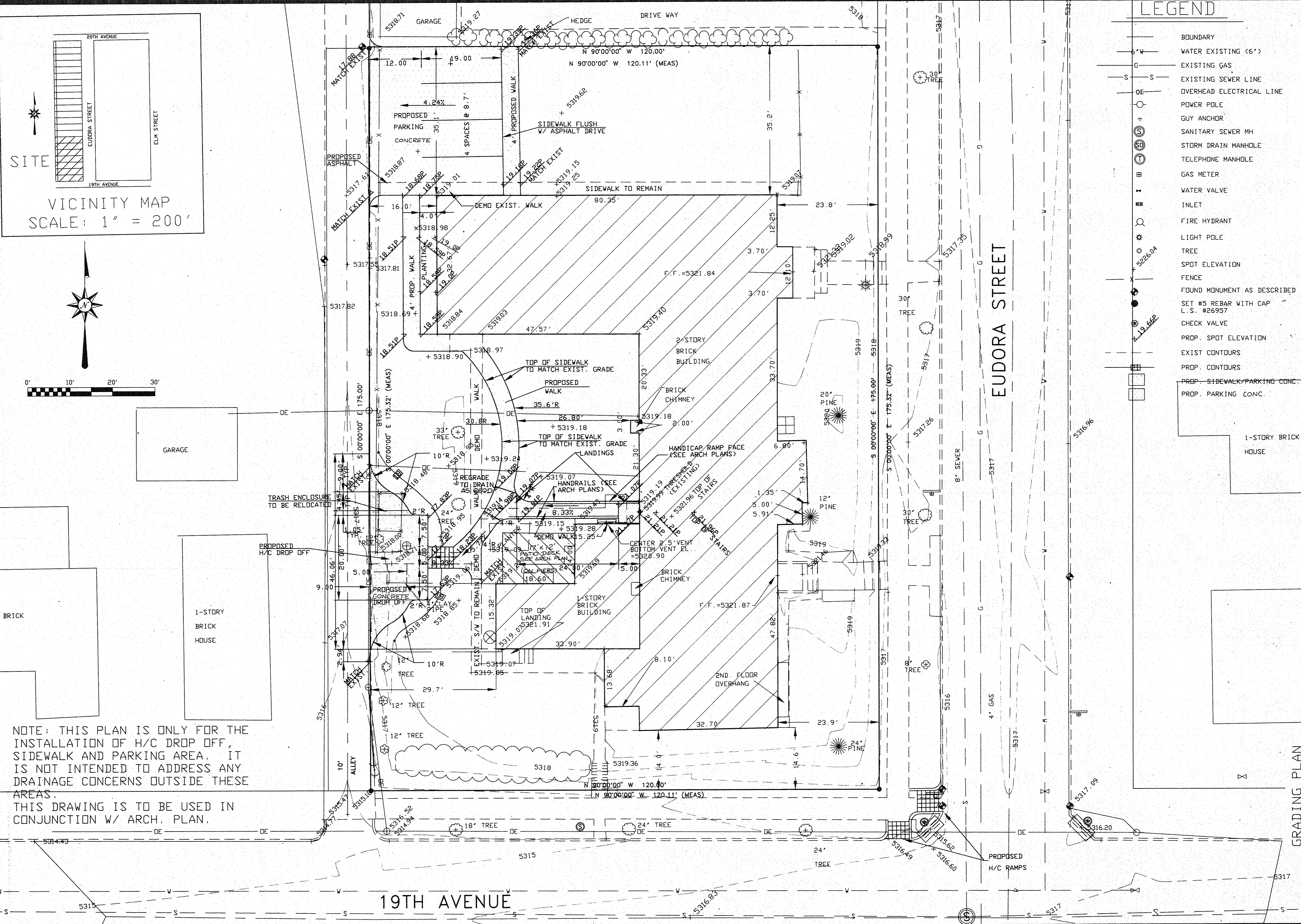
M1.1 ..... MECHANICAL BASEMENT DEMO PLAN  
M1.2 ..... MECHANICAL FIRST FLOOR DEMO PLAN  
M1.3 ..... MECHANICAL SECOND FLOOR DEMO PLAN  
M2.1 ..... MECHANICAL BASEMENT REMODEL PLAN  
M2.2 ..... MECHANICAL FIRST FLOOR REMODEL PLAN  
M2.3 ..... MECHANICAL SECOND FLOOR REMODEL PLAN

**ELECTRICAL:**

E1.1 ..... ELECTRICAL NOTES AND BASEMENT PLAN  
E1.2 ..... ELECTRICAL FIRST FLOOR PLAN  
E1.3 ..... ELECTRICAL SECOND FLOOR PLAN  
E1.4 ..... ELECTRICAL FIRE ALARM SYSTEM

Park Hill





NOTE: THIS PLAN IS ONLY FOR THE INSTALLATION OF H/C DROP OFF, SIDEWALK AND PARKING AREA. IT IS NOT INTENDED TO ADDRESS ANY DRAINAGE CONCERNS OUTSIDE THESE AREAS. THIS DRAWING IS TO BE USED IN CONJUNCTION W/ ARCH. PLAN.

| LEGEND |                                   |
|--------|-----------------------------------|
| —      | BOUNDARY                          |
| —      | WATER EXISTING (6")               |
| —      | EXISTING GAS                      |
| —      | EXISTING SEWER LINE               |
| —      | OVERHEAD ELECTRICAL LINE          |
| —      | POWER POLE                        |
| —      | GUY ANCHOR                        |
| —      | SANITARY SEWER MH                 |
| —      | STORM DRAIN MANHOLE               |
| —      | TELEPHONE MANHOLE                 |
| —      | GAS METER                         |
| —      | WATER VALVE                       |
| —      | INLET                             |
| —      | FIRE HYDRANT                      |
| —      | LIGHT POLE                        |
| —      | TREE                              |
| —      | SPOT ELEVATION                    |
| —      | FENCE                             |
| —      | FOUND MONUMENT AS DESCRIBED       |
| —      | SET #5 REBAR WITH CAP L.S. #26957 |
| —      | CHECK VALVE                       |
| —      | PROP. SPOT ELEVATION              |
| —      | EXIST CONTOURS                    |
| —      | PROP. CONTOURS                    |
| —      | PROP. SIDEWALK/PARKING CONC.      |
| —      | PROP. PARKING CONC.               |

| No. | Date    | Revision      |
|-----|---------|---------------|
| 1   | 8/11/95 | PARTO - CHECK |

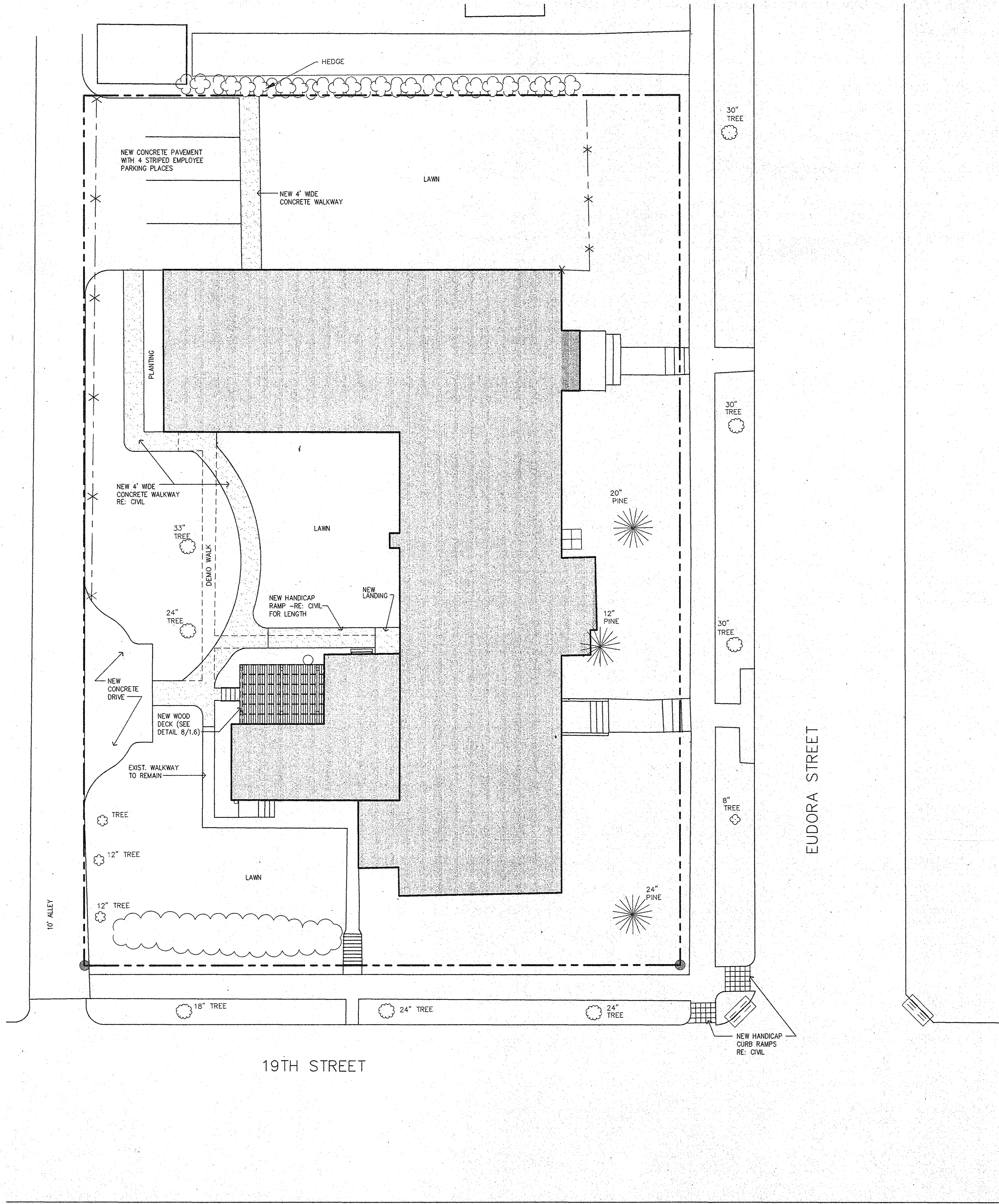
R & R Engineers-Surveyors, Inc  
 #10 Inverness Drive East, Suite 229  
 Englewood, Colorado 80112  
 (303)792-2846

COLFAX HEIGHTS - ASSISTED LIVING  
 SITE: 1901 EUDORA STREET  
 DENVER, COLORADO  
 SENIOR HOUSING OPTIONS, INC.  
 FOR: 1660 WYNKOOP ST. #850  
 DENVER 80202

File Name: SH509  
 Plot Date: 7/26/95  
 Date: 3/2/95  
 Sheet:  
 Drawn: DSD  
 Checked:  
 Job No.:  
 SH509

GRADING PLAN

PLOT DATE: 6/29/95  
DRAWING: 9476/076A002



 **SITE PLAN**  
SCALE: 1"=10'-0"

**Lantz-Boggio Architects, P.C.**  
5200 DTC Parkway  
Suite 500  
Englewood, Colorado 80111

ISSUED FOR:

**Senior Housing Options**  
Building Remodel  
1901 Eudora Street  
Denver, Colorado

Project No.: 9476  
Date: JULY 10, 1995  
Drawing No.:

**A0.2**