

Zone Map Amendment (Rezoning) - Application

PROPERTY OWNER INFORMATION*		PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION		<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name		Representative Name	
Address		Address	
City, State, Zip		City, State, Zip	
Telephone		Telephone	
Email		Email	
<p>*If More Than One Property Owner: All standard zone map amendment applications shall be initiated by all the owners of at least 51% of the total area of the zone lots subject to the rezoning application, or their representatives authorized in writing to do so. See page 3.</p>		<p>**Property owner shall provide a written letter authorizing the representative to act on his/her behalf.</p>	
<p>Please attach Proof of Ownership acceptable to the Manager for each property owner signing the application, such as (a) Assessor's Record, (b) Warranty deed or deed of trust, or (c) Title policy or commitment dated no earlier than 60 days prior to application date.</p> <p>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.</p>			
SUBJECT PROPERTY INFORMATION			
Location (address and/or boundary description):			
Assessor's Parcel Numbers:			
Area in Acres or Square Feet:			
Current Zone District(s):			
PROPOSAL			
Proposed Zone District:			

REVIEW CRITERIA	
<p>General Review Criteria: The proposal must comply with all of the general review criteria DZC Sec. 12.4.10.7</p>	<p><input type="checkbox"/> 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. Please provide an attachment describing relevant adopted plans and how proposed map amendment is consistent with those plan recommendations; or, describe how the map amendment is necessary to provide for an unanticipated community need.</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Public Health, Safety and General Welfare: The proposed official map amendment furthers the public health, safety, and general welfare of the City.</p>
<p>Additional Review Criteria for Non-Legislative Rezoning: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p>Justifying Circumstances - One of the following circumstances exists:</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 on 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 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="margin-left: 20px;">a. Changed or changing conditions in a particular area, or in the city generally; or</p> <p style="margin-left: 20px;">b. A City adopted plan; or</p> <p style="margin-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. Please provide an attachment describing the justifying circumstance.</p> <p><input type="checkbox"/> 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. Please provide an attachment describing how the above criterion is met.</p>
REQUIRED ATTACHMENTS	
Please ensure the following required attachments are submitted with this application:	
<p><input type="checkbox"/> Legal Description (required to be attached in Microsoft Word document format)</p> <p><input type="checkbox"/> Proof of Ownership Document(s)</p> <p><input type="checkbox"/> Review Criteria, as identified above</p>	
ADDITIONAL ATTACHMENTS	
Please identify any additional attachments provided with this application:	
<p><input type="checkbox"/> Written Authorization to Represent Property Owner(s)</p> <p><input type="checkbox"/> Individual Authorization to Sign on Behalf of a Corporate Entity</p>	
Please list any additional attachments:	



REZONING GUIDE

Rezoning Application Page 3 of 3

PROPERTY OWNER OR PROPERTY OWNER(S) REPRESENTATIVE CERTIFICATION/PETITION

We, the undersigned represent that we are the owners 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) (please type or print legibly)	Property Address City, State, Zip Phone 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: (A) Assessor's record, (B) warranty deed or deed of trust, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
EXAMPLE John Alan Smith and Josie Q. Smith	123 Sesame Street Denver, CO 80202 (303) 555-5555 sample@sample.gov	100%	<i>John Alan Smith</i> <i>Josie Q. Smith</i>	01/01/12	(A)	YES
			<i>Jon Roberts</i>			

Last updated: May 24, 2018

Return completed form to rezoning@denvergov.org

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

720-865-2974 • rezoning@denvergov.org

Legal Description:

LOTS 20, 21 AND 22,
BLOCK 15 ROSEDALE,
CITY AND COUNTY OF DENVER,
STATE OF COLORADO

Review Criteria

DZC Sections 12.4.10.7

1. Consistency with Adopted Plans
2. Uniformity of District Regulations
3. Public Health, Safety, and General Welfare

DZC Sections 12.4.10.8

1. Justifying Circumstances
2. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements.

1. Consistency with Adopted Plans

The following adopted plans apply to this property:

- Denver Comprehensive Plan 2000
- Blueprint Denver (2002)
- Overland Neighborhood Plan
- Evans Station Area Plan

Denver Comprehensive Plan 2000

The proposal is consistent with many Denver Comprehensive Plan strategies, including:

- Environmental Sustainability Strategy 2-F—Conserve land by Promoting infill development within Denver at sites where services and infrastructure are already in place. Designing mixed use communities and reducing sprawl, so that residents can live, work and play within their own neighborhoods. (p.39)
- Environmental Sustainability Strategy 2-F—Conserve land by creating more density in transit nodes. (p.39)
- Land Use Strategy 3-B—Encourage quality infill development that is consistent with the character of the surrounding neighborhood; that offers opportunities for increased density and more amenities; and that broaden the variety of compatible uses. (p.60)

The proposed rezone would enable increased residential infill redevelopment and increase density within a transit node. Recent infill development seen in Overland has seen high-quality craftsmanship that has continued to attract a wide range of people seeking to live, work, and play in the area. The rezoning is consistent with these plan recommendations.

Blueprint Denver (2002)

According to Blueprint Denver, this site has a concept land use of Single-Family/Duplex and is located within an Area of Stability. It is important to note that this site previously had a designation of Single Family Residential prior to the adoption of the Evans Station Area Plan.

Future Land Use

Blueprint Denver describes a Single-Family/Duplex area as one that is “primarily residential” and “including single-family houses, duplexes, townhouses and small apartment buildings.” and “densities are between 10 and 20 housing units per acre area-wide”. These plans align with the goals and intentions of the proposed rezone. The proposed rezone would only allow for additional duplex units. It would not allow for townhouse and apartment buildings.

Area of Stability

The site is located in an Area of Stability. The goal for Areas of Stability are to maintain the character of an area while accommodating some new development and redevelopment (p.120). The rezone has intentions similar to the Evans Station Area Plan seeking to accommodate appropriate new development and redevelopment. Goals of both the rezone and Evans Station Area Plan seek to increase density within the context of the neighborhood—helping residents and future resident’s ability to improve the landscape, affordability, and character of the neighborhood.

Further, Blueprint Denver states “it may be appropriate to change the zoning in Areas of Stability to create a better match between existing land uses and zoning”. After to the adoption of Evans Station Area Plan in 2009, the concept land use for the area became Single Family/Duplex. The proposed rezone fits within the current concept land use description.

Overland Neighborhood Plan

The proposal is consistent with the following Overland Neighborhood Plan policy because it will encourage property owners improve the aesthetics of their neighborhood.

- LZ-1—Encourage property owners in residential areas to invest time and necessary resources on the beautification of their neighborhood.

Evans Station Area Plan (2009)

The proposed rezone lot sits within a ¼ mile of Evans Station. The proposal is consistent with the Evans Station Plan policies because it will “help develop a full range of housing types and price points” (p.ix). The “over-riding principles” from the planning context include promoting urban infill projects and a variety of housing choices (p.4).

1d. Single Family/Duplex Residential

The Evans Station plan actively changed the land use of the proposed rezone area to single family/duplex. As written in the Evans Station Plan, single family-duplex “includes small single family lots (4,500 sf minimum)” (p.15). And “this land use is consistent with the single family/duplex residential designation in *Blueprint Denver*” (p.15). Increased supply would lead to a larger variety of price pints and housing options. The Evans Station Plan provides the following relevant Regulatory Tool: Recommendation LU/UD 1-4,6,7:

- Support Rezoning: Rezone or support rezoning application within the Evans Station Area to allow for a future mixed-use neighborhood and residential development aligning with this Plan’s vision and recommendations. (p.45)

2. Uniformity of District Regulations and Restrictions

The proposed rezoning to U-TU-B would result in the uniform application of zone district building form, use, and design regulations.

3. Public Health, Safety and General Welfare

The proposed official map amendment furthers the public health, safety, and general welfare of the City primarily through the implantation of the City’s adopted plans. The rezoning would allow the prescribed area to abide by the Evans Station Plan’s lot size requirements of 4,500 sf while promoting further investment in the neighborhood.

4. Justifying Circumstances

The rezoning is justified under DZC Section 12.4.10.8.A.4., “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: a. Changed or changing conditions in a particular area, or in the city generally; or, b. A City adopted plan.” The rezoning is justified by the changing condition within a particular area, and in the city generally. The blocks north of Warren have seen significant redevelopment with the introduction of row homes. There has also been increased duplex construction in the surrounding area to meet the rising demand to live in the neighborhood. The increased desirability to live in the area and utilize public transportation has expedited the need for increased housing units in the area. This changing condition makes the change from U-TU-C to U-TU-B consistent with trends and goals of the neighborhood and City. Additionally, surrounding Denver neighborhoods within Transit Oriented Development (TOD) areas have seen significant density increases. Corridors along West Colfax, I-25/Broadway, and 38th & Blake have seen monumental changes that further solidify the need for increased density in areas located near transit. Denver’s goals to catalyze public transportation is heavily reliant on increased density and revitalization of neighborhoods within a 10-minute walk to stations. Therefore, the proposed map amendment is justified in order to recognize the changed character of the area.

Further, with a new adopted City Plan, the Evans Station Area Plan, the proposed rezone is justified. The Evans Station Area Plan seeks to increase density and “allow a mixture of housing types” where appropriate within a given distance to the Evans Light Rail Station “by encouraging new development” (p. 15). Such implementation, as recommended in the Evans Station Area Plan, should be met by “rezone or support rezoning application within the Evans Station Area Plan”(p. 45). In order to better implement the City Plan, rezoning is appropriate.

5. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements:

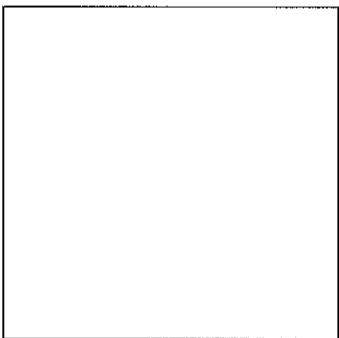
The requested U-TU-B zone district is within the Urban Neighborhood Context. The neighborhood context generally consists of single-unit and two-unit residential uses with embedded small-scale multiple-unit residential and commercial areas (DZC, Division 5.1). The current zone district, U-TU-C, is also within the Urban Neighborhood Context.

According to the zone district intent stated in the Denver Zoning Code, the U-TU-B district “allows up to two units on a minimum zone lot area of 4,500 square feet. Urban houses are allowed on certain smaller Zone lots. Allowed building forms are the urban house, detached accessory dwelling unit, duplex and tandem house building forms” (DZC Section 5.2.2.2.N.) The subject properties are a part of a larger single family/duplex area and borders an Urban Residential area. The proposed U-TU-B zoning would allow low-scale buildings and uses consistent with the purpose and intent of the Evans Station Area Plan and the zone district.

WARRANTY DEED

THIS DEED, dated this 24th day of March, 2015,
between **Amy A Gilmore**

of the County of Denver and State of Colorado,
grantor(s), and **AEKDB, LLC**



whose legal address is 2127 S Corona St., Denver, CO 80210

of the County of Denver and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for and in consideration of the sum of **THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00)** the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Denver and State of Colorado, described as follows:

LOTS 20, 21 AND 22, BLOCK 15 ROSEDALE, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Also Known As: 2280 South Bannock Street, Denver, CO 80223

Parcel Number 05272-21-011-000

also known by street and number as: **2280 S Bannock, Denver, CO 80223**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee(s), his heirs and assigns, that of the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except **general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.**

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

**CHRISTINA N. TUCKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094036459
MY COMMISSION EXPIRES NOV. 24, 2017**

Amy A Gilmore

STATE OF COLORADO }
COUNTY OF Denver } ss.

The foregoing instrument was acknowledged before me this March 24, 2015, by **Amy A Gilmore**.

My Commission expires: 11/24/17

Witness my hand and official seal.

Notary Public



E-RECORDED
THIS DOCUMENT WAS RECORDED 10-10-13

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
AEKDB, LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The type of entity is a:

- | | | | |
|-------------------------------------|---------------------------|--------------------------|--|
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Registered Limited Liability Partnership |
| <input type="checkbox"/> | Nonprofit Corporation | <input type="checkbox"/> | Registered Limited Liability Limited Partnership |
| <input checked="" type="checkbox"/> | Limited Liability Company | <input type="checkbox"/> | Limited Partnership Association |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> | Limited Partnership | <input type="checkbox"/> | Trust |

3. The entity is formed under the laws of **COLORADO**

4. The mailing address for the entity is ~~4142 SOUTH BROADWAY, DENVER, CO 80236~~ **2127 S. Corona St., Denver, CO 80210**

5. The **X** name **X** position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **JON R. ROBERTS, CHIEF EXECUTIVE MEMBER**

6. The authority of the foregoing person(s) to bind the entity: **X** is² not limited ___ is limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³

9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 10th day of Oct 2013



JON R. ROBERTS, CHIEF EXECUTIVE MEMBER

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.



State of **COLORADO**


)
)ss
)

County of **DENVER**

The foregoing instrument was acknowledged before me this 10th day of Oct 2013
by **JON R. ROBERTS, CHIEF EXECUTIVE MEMBER OF AEKDB, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal.

My commission expires: _____



Notary Public

WHEN RECORDED RETURN TO:

AEKDB, LLC
~~412 SOUTH VRAIN STREET~~
~~DENVER, CO 80236~~
2127 S. Corona St
Denver, CO
80110

SARA E. SPAIGHT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014014577
MY COMMISSION EXPIRES 05/09/2017

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

AEKDB LLC

This Company Agreement of this MULTIPLE MEMBER MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/they agree as follows:

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent shall be as stated in the Articles of Organization.
- 1.3 **TERM.** The Company shall continue for a perpetual period.
 - (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
 - (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
 - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company
- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Members select.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

4.1 **MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members. The members do appoint one Chief Executive Member. The Chief Executive Member is the Member with the most responsibility and head of operations of the business.

4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company. Any legally binding agreement must be signed by all Members or present approval of all other Members for one specific Member to sign the binding agreement.

(a) Any decision that involves a sale of the business, a loan, an acquisition of another company, must have the unanimous consent of all member(s).

(b) All day to day decisions and management of the LLC will predominantly be made by the Chief Executive Member, but may be made by any Member(s) in compliance with their duties as Members.

(c) If a Member disagrees with the Chief Executive Member's decision or proposed decision, a Member may call a vote to decide the course of action. A simple majority vote must be completed to take an action on behalf of the LLC in accordance with ARTICLE 4.5. The vote must be in writing.

4.3 **POWERS OF MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 **DUTIES OF MEMBERS.** Each Member must have a duty.

(a) If a Member fails to do the Member's duties for a period of 120 consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.

(b) If a Member fails to do its Member duties for a period of one hundred twenty (120) days out of two hundred thirty nine (239) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.

(c) If a Member disputes the completion of another Members duties and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party.

(d) Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.

(e) If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.

(f) A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.

(g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

4.5 **DISPUTES OF MEMBERS.** Disputes among Members will be decided by a majority vote. A member has the amount of votes according to the Members percent of interest. (Example: 11% is 11 votes.) There has to be a majority vote for an action to take place.

4.6 **CHIEF EXECUTIVE MEMBER.** The Chief Executive Member shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Members.

- 4.7 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.8 **COMPANY INFORMATION.** Upon request, the Chief Executive Member shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Members possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.9 **EXCULPATION.** Any act or omission of the Members, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Members to any liability to the Members
- 4.10 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.11 **RECORDS.** The Members shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:
- (a) A current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
 - (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

- 5.1 **MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members unanimously agree upon.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company if unanimously agreed upon by all members.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Members shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Members shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Members shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
 - (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) Distributions to him/her in reduction of Company capital;
 - (b) The Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

(b) If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale.

7.2 **VALUATION OF EXITING MEMBERS INTEREST.** If a member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, exiting member must pay for a certified appraiser to appraise the LLC company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

(c) The current members must approve the certified appraiser used by exiting member. Current members have 30 days to approve the exiting members certified appraiser. If current members disapprove the certified appraiser, they must show evidence to

support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting members' interest according to exiting members' percentage of membership interest.

(e) If current members disagree with the value placed on exiting members' interest, current members must pay for a certified appraiser to value the LLC and exiting members' interest according to the same terms.

(f) Current members' appraiser must be completed within 60 days or right of current members to dispute the value of exiting members interest expires.

(g) Upon completion of current members certified appraiser, the exiting member must approve the value placed on exiting members' interest. Exiting member has 30 days to approve this value.

(h) If exiting member does not approve current members' appraiser value, the value of the LLC will be determined by adding both parties' values, then dividing that value in half, then creating the value of the exiting members' interest according to the exiting members' percentage of membership interest.

7.2 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting members' interest value, the value will be a debt of the LLC. The exiting member will only be able to demand payment of this debt at dissolution of the LLC or the following method:

(a) LLC will make timely payments.

(b) LLC will only be required to make payments towards exiting members' debt if LLC is profitable and passed income to current members.

(c) LLC must make a debt payment to exiting member if LLC passed income of 50% of the total determined value of the exiting members' interest in one taxable year. (Example: If exiting members' value was \$100,000 and current member(s) received \$50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting member. If current member(s) only received \$90,000 in passed income, there would be no payment due.)

(d) Debt payment must be at least 10% of the value of the passed income to current LLC members.

(e) LLC must make payment to exiting member within 60 days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting members debt is paid by LLC.

(g) If LLC dissolves, exiting member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

(h) Exiting members' value of membership interest it assigned current members may NOT accrue interest.

(i) LLC can pay off amount owed to exiting member at any time if it so desires.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 19th day of September, 2012.

Signature Jon R. Roberts Printed Name
Chief Executive Member 33.3% Percent

2127 S. Corona Street Address
Denver, CO 80210

Duties: Grand Master

David K. Bradley Signature _____ Printed Name
Member 33.3% Percent _____
829 Walden Drive Address
Franklin, TN 37064

Duties: Grand Treasurer

Melissa R. Bradley Signature _____ Printed Name
Member 33.3% Percent _____
829 Walden Drive Address
Franklin, TN 37064

Duties: Grand Master of Ceremonies

Signature _____
Printed Name _____
Member _____ Percent _____ Address _____

Duties: _____

Signature _____
Printed Name _____
Member _____ Percent _____ Address _____

Duties: _____