



## Zone Map Amendment (Rezoning) - Application

<b>PROPERTY OWNER INFORMATION*</b> <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***		<b>PROPERTY OWNER(S) REPRESENTATIVE**</b> <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION <input checked="" type="checkbox"/> CHECK IF POINT OF CONTACT FOR FEE PAYMENT***	
Property Owner Name	Pepper Carbone fka Michelle Carbone	Representative Name	Leonard Poliziani / Green Group LLC
Address	5115 N Milwaukee St	Address	814 Water St
City, State, Zip	Denver, CO 80216	City, State, Zip	Tampa, FL, 33602
Telephone	503-227-2663	Telephone	(704) 285-1904
Email	chellecarbone@gmail.com	Email	lenny@zeres.capital
*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.		**Property owner shall provide a written letter authorizing the representative to act on his/her behalf. ***If contact for fee payment is other than above, please provide contact name and contact information on an attachment.	
<b>SUBJECT PROPERTY INFORMATION</b>			
Location (address):	5101 N Milwaukee St Denver CO 80216 and 5115 N Milwaukee St Denver CO 80216		
Assessor's Parcel Numbers:	02133-03-006-000 & 0213303018000		
Area in Acres or Square Feet:	6,350 sq ft for each parcel		
Current Zone District(s):	E-SU-D		
<b>PROPOSAL</b>			
Proposed Zone District:	U-TU-C		
<b>PRE-APPLICATION INFORMATION</b>			
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 type="checkbox"/> Yes - State the contact name & meeting date _____ <input checked="" type="checkbox"/> No - Describe why not (in outreach attachment, see page 3)		
Did you contact the City Council District Office, applicable Registered Neighborhood Organization, and adjacent property owners and tenants regarding this application?	<input checked="" type="checkbox"/> Yes - State date below and describe method in outreach attachment, see page 3 PHONE CALL, EMAIL, FLYERS, & ZOOM MEETINGS		



# REZONING GUIDE

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## REZONING REVIEW CRITERIA (ACKNOWLEDGE EACH SECTION)

<p>General Review Criteria DZC Sec. 12.4.10.7.A</p> <p>Check box to affirm <b>and</b> 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.</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 section.</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, 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> <p>Elyria- Swansea Neighborhood Plan (2015)</p> <hr/>
<p>General Review Criteria DZC Sec. 12.4.10.7.A.1</p> <p><b>Only check this box if your application is not consistent with 12.4.10.7.A</b></p>	<p><input type="checkbox"/> <b>Community Need Exception: The City Council may approve an official map amendment that does not comply with subsection 12.4.10.7.A if the proposed official map amendment is necessary to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.</b></p> <p>Please provide a narrative attachment describing <b>how</b> the requested zone district is <b>necessary</b> to provide for an extraordinary community need that was not anticipated at the time of the adoption of the city's plans.</p>
<p>General Review Criteria: DZC Sec. 12.4.10.7. B &amp; C</p> <p>Check boxes to the right to affirm <b>and</b> include a section in the review criteria for the public interest narrative attachment and for consistency with the neighborhood context and the stated purpose and intent of the proposed zone district.</p>	<p><input checked="" type="checkbox"/> <b>Public Interest: The proposed official map amendment is in the Public Interest.</b></p> <p>In the review criteria narrative attachment, please provide an additional section describing <b>how</b> the requested rezoning is in the public interest of the city.</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>



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## REQUIRED ATTACHMENTS

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.denver.gov/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.
- Outreach documentation.** Pre-application outreach is required. The minimum requirement is outreach to the City Council District Office, Registered Neighborhood Organizations, and adjacent neighbors. Please describe all community outreach and engagement to these and any other community members or organizations. The outreach documentation must include the type of outreach, who was contacted or met with, the date of the outreach or engagement, and a description of feedback received, if any. If outreach was via email, the applicant may include a copy of the email. The outreach documentation attachment should be sent as a PDF or Word Doc, separate from other required attachments.

## 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)
- 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.) (if applicable)
- Affordable Housing Review Team Acceptance Letter** (if applicable)
- Other Attachments.** Please describe below.

We included copies of all outreach materials as part of the pre-application community engagement process. Attachments include, bilingual flyers mailed to all neighbors within 200 ft, an image of the installed yard sign for community engagement, and three social media posts to inform local residents and community members.



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## 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) <small>(please type or print legibly)</small>	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, (C) title policy or commitment, or (D) other as approved	Has the owner authorized a representative in writing? (YES/NO)
<b>EXAMPLE</b> 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>	01/12/20	(A)	YES
Green Group LLC	815 Water St Tampa Florida 33602 (704) 285-1904 Lenny@zeres.capital	100%	Signed by: <i>Leonard L Poliziani III</i> F888CBF1BE49465...	11/19/2025   3:08 PM EST	(A)	<b>YES</b> NO n/a
						YES NO
						YES NO
						YES NO

## **Rezoning Justification Statement**

The purpose of this rezoning request from **E-SU-D (Single Unit)** to **U-TU-C (Two Unit)** is to allow for the development of attainable two-unit housing consistent with the Elyria-Swansea Neighborhood Plan and Denver's Comprehensive Plan 2040.

This change supports the city's goals of equitable growth, gentle density, and sustainable development by utilizing existing infrastructure and promoting a mix of housing types.

The proposed zoning remains consistent with the neighborhood's established urban residential pattern and provides long-term community benefits through small-scale reinvestment and improved housing diversity.

# REZONING REVIEW CRITERIA 1

DZC Sec. 12.4.10.7.A

**Rezoning Request:** E-SU-D to U-TU-C (Two-Unit Residential)

**Property Addresses:** 5101 N Milwaukee St & 5115 N Milwaukee St, Denver, CO 80216

**Neighborhood:** Elyria–Swansea

**Applicant:** Green Group LLC

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## 1. Consistency with Denver Comprehensive Plan 2040

The proposed rezoning from E-SU-D to U-TU-C supports multiple goals and strategies outlined in the **Denver Comprehensive Plan 2040**, particularly those relating to **equity, housing, sustainability, and strong neighborhoods**.

- The Comprehensive Plan emphasizes creating **equitable, inclusive, and affordable neighborhoods**.
- By allowing the construction of a **duplex** on one parcel (5101 N Milwaukee) and providing flexibility for a future two-unit option on 5115 N Milwaukee, this rezoning supports **diverse housing options** that are attainable for a wider range of residents.
- Increasing gentle density in existing neighborhoods aligns with the city’s commitment to **expanding housing choice** without displacing existing residents.
- The project aligns with Denver’s **climate and sustainability objectives** by promoting infill development within the existing urban fabric, reducing vehicle miles traveled (VMT), and leveraging existing infrastructure and utilities.
- Duplex infill supports **compact development patterns** and encourages a more walkable, transit-accessible community within the Elyria–Swansea neighborhood—located near major corridors and employment centers.
- By adding housing capacity within existing neighborhoods, the proposal helps reduce sprawl and supports the City’s **climate resilience strategy**.
- This rezoning contributes to “**Strong and Authentic Neighborhoods**” (Goal 1) by supporting small-scale housing growth that fits the area’s residential character.

- It also supports “**Connected, Safe, and Accessible Places**” by encouraging housing near transportation routes and existing amenities.
  - The proposal is consistent with Denver’s broader **Vision for 2040**, where growth occurs in existing neighborhoods in a context-sensitive manner that enhances community vibrancy and inclusivity.
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## 2. Consistency with Blueprint Denver

The requested map amendment aligns closely with **Blueprint Denver (2019)**, which identifies this area as part of the **Urban Neighborhood Context** and designated **Future Place Type: Residential Low**.

- Blueprint Denver describes **Urban Neighborhoods** as areas with a **mix of single- and two-unit homes** and low-intensity multi-unit buildings.
- The proposed U-TU-C zoning reflects this character, maintaining the neighborhood’s scale while providing additional housing opportunities.
- The project supports gradual, **context-sensitive infill** that respects existing patterns of streets, setbacks, and building forms.
- Accessory dwelling units and duplexes are identified as appropriate forms of gentle density in this context.
- The proposed rezoning perfectly aligns with this guidance by allowing two-unit residential development consistent with nearby structures.
- Blueprint Denver’s growth strategy encourages **moderate, context-appropriate increases in housing density** near employment corridors and transit.
- Milwaukee Street is classified as a **local street**, designed to serve neighborhood-level traffic.
- U-TU-C zoning is consistent with this street type, supporting residential uses that maintain the local neighborhood scale and character.

This rezoning supports several Blueprint Denver policies, including:

- **Policy 1.2:** Encourage diverse housing options through moderate density increases.

- **Policy 3.1:** Promote infill where infrastructure and transit access already exist.
  - **Policy 4.2:** Encourage housing types that fit within established neighborhood patterns while supporting affordability.
  - **Policy 8.1:** Ensure land use changes foster equitable access to housing opportunities.
  - This request supports **equity in housing opportunity** by increasing supply and allowing more homeownership options in an established neighborhood.
  - The proposal represents “**gentle density**”—a strategy specifically called for in Blueprint Denver to achieve inclusive growth without altering neighborhood character.
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### 3. Consistency with Elyria–Swansea Neighborhood Plan (2015)

The proposed rezoning is fully consistent with the **Elyria–Swansea Neighborhood Plan**, which envisions residential areas as **moderately dense and primarily residential**, supporting a mix of housing types that enhance neighborhood stability.

- **Land Use Concept (Page 26)** identifies residential areas as appropriate for **single-family homes, duplexes, and small apartment buildings**.
- The proposed U-TU-C district fits this intent, allowing compatible infill that strengthens the existing residential fabric.
- The plan emphasizes “**preserving neighborhood character while allowing new housing opportunities**”, which this rezoning achieves by keeping height and bulk similar to surrounding properties.
- No demolition or major redevelopment is proposed; instead, the rezoning encourages **gradual, compatible growth** that aligns with the neighborhood’s long-term vision.

## Summary

The proposed rezoning from **E-SU-D to U-TU-C** at **5101 & 5115 N Milwaukee St** is **fully consistent** with Denver's adopted plans and policies, including the **Comprehensive Plan 2040**, **Blueprint Denver**, and the **Elyria–Swansea Neighborhood Plan**.

It advances citywide goals of:

- Expanding housing options
- Supporting climate-resilient infill
- Promoting equity and inclusivity
- Aligning growth with neighborhood scale and context

By doing so, this map amendment helps Denver achieve its vision of **a diverse, sustainable, and inclusive city**.

# REZONING REVIEW CRITERIA 2

DZC Sec. 12.4.10.7. B & C

## Public Interest

The proposed rezoning from **E-SU-D (Single Unit)** to **U-TU-C (Two Unit)** is in the public interest because it advances Denver’s housing and sustainability goals by providing a modest increase in housing diversity within an established neighborhood.

- It **supports access to housing** by allowing an additional housing type in an area with proximity to schools, community resources, and transit.
- It **encourages sustainable land use** by increasing housing options within the city’s existing infrastructure network, helping to reduce urban sprawl and vehicle dependence.
- It **strengthens community stability** by offering opportunities for intergenerational living, small family growth, or owner-occupied duplex arrangements that reinforce long-term residency and investment in the Elyria-Swansea neighborhood.

This proposed rezoning represents a responsible, small-scale change that benefits current and future residents by promoting inclusivity, housing opportunity, and neighborhood reinvestment while maintaining compatibility with existing character.

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## Consistency with Neighborhood Context

The properties at **5101 and 5115 N Milwaukee St** are located within Denver’s **Urban Neighborhood Context**, as described in the Denver Zoning Code. This context includes a variety of housing types—from single-unit to small multi-unit structures—organized on a regular street grid with consistent lot sizes and alley access.

The **U-TU-C** zone district is specifically intended for this context. The proposal maintains the established rhythm and pattern of the surrounding neighborhood through:

- **Compatible Building Form:** Duplexes permitted under U-TU-C are similar in height, scale, and massing to nearby structures.
- **Lot and Block Pattern:** Both properties (approx. 4,700–5,000 sq ft) align with the typical lot size for this neighborhood and meet the requirements for the U-TU-C zone.

- **Access & Circulation:** Alley access supports parking behind structures, preserving pedestrian orientation along Milwaukee Street.
- **Neighborhood Character:** The proposed zone reinforces the existing low-intensity residential fabric while modestly expanding housing choice.

This consistency ensures that future development will blend seamlessly into the existing block pattern, maintaining neighborhood character and livability.

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## Purpose and Intent of the Proposed Zone District

The **U-TU-C (Urban, Two Unit – C)** district is designed to:

1. Provide a **variety of housing choices** within established urban neighborhoods.
2. **Encourage compatible infill development** that respects the existing neighborhood form and scale.
3. Promote **walkable and connected communities** supported by existing infrastructure.
4. Support **environmentally sustainable development** through efficient land use and compact housing forms.

The requested zoning aligns with these goals by enabling gentle, compatible infill that respects existing setbacks, building heights, and lot proportions. It allows flexibility for duplex construction or future adaptive reuse while remaining consistent with Denver’s vision of balanced, inclusive neighborhood growth.

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## Summary

Rezoning these parcels to **U-TU-C** is consistent with the intent of the Denver Zoning Code and advances the public interest. It will:

- Provide housing opportunities in a historically underrepresented neighborhood,
- Utilize existing city infrastructure efficiently,
- Maintain the character and scale of the Elyria-Swansea neighborhood, and

- Align with Denver's long-term goals of sustainable, equitable development.

This rezoning represents an incremental, context-appropriate step toward achieving Denver's housing, equity, and sustainability objectives.



## **Green Group LLC**

815 Water St, B804  
Tampa, FL 33602

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**Date:** 9/8/2025

### **To Whom It May Concern,**

This letter certifies the ownership structure of Green Group LLC, a Delaware Series Multi-Member Managed Limited Liability Company, which is also registered as a foreign entity in the State of Florida.

- **Leonard L. Poliziani III** – 50% ownership
- **Manuela Londono-Osorio** – 50% ownership

**Total Ownership: 100%**

Sincerely,

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Leonard L. Poliziani III  
Member

*Leonard L Poliziani III*

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Manuela Londono-Osorio  
Member

*Manuela Londono Osorio*

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
GREEN GROUP LLC**

A Delaware Series Multi-Member Managed Limited Liability Company

**Formation Date:** July 24, 2020

**Initial Multi-Member Operating Agreement Effective Date:** January 1, 2024

**Amended and Restated Effective Date:** August 19, 2025

**Principal Office:** 815 Water St, B804, Tampa, FL 33602

**State of Formation:** Delaware

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**THIS OPERATING AGREEMENT**

is made and entered into as of August 19, 2025, by and between the following members (collectively, the "Members"):

- Leonard L. Poliziani III
- Manuela Londono-Osorio

This Agreement supersedes and replaces in full the Operating Agreement dated January 1, 2024. It reflects the Company's designation as a **Delaware Series Limited Liability Company** pursuant to Section 18-215 of the Delaware Limited Liability Company Act and the Certificate of Amendment filed with the Delaware Secretary of State on August 19, 2025.

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**SECTION 1: THE LIMITED LIABILITY COMPANY**

**1.1 Formation.** Green Group LLC (the "Company") was formed as a limited liability company on July 24, 2020, under the laws of the State of Delaware. Effective August 19, 2025, the Company is designated as a Series Limited Liability Company.

**1.2 Name.** The business of the Company shall be conducted under the name Green Group LLC, or such other name as the Members may unanimously agree upon.

**1.3 Purpose.** The purpose of the Company is to engage in activities within the real estate industry and to conduct any other lawful business permitted under the laws of the State of Delaware.

**1.4 Principal Office.** The Company's principal business office is located at 815 Water St, B804, Tampa, FL 33602, or at such other places as the Members may from time to time designate.

**1.5 Registered Agent.** The registered agent for service of process in Delaware shall be American Incorporators Ltd. located at 1013 Centre Rd., Suite 403-A, Wilmington, DE 19805, US.

**1.6 Term.** The term of the Company shall continue perpetually unless terminated as provided in this Agreement.

**1.7 Superseding Clause.** This Operating Agreement supersedes and replaces in full any prior operating agreement of Green Group LLC, including but not limited to the sole-member operating agreement dated July 1, 2020, and the multi-member operating agreement dated January 1, 2024. From the date of execution of this Agreement, the terms herein shall be the sole governing agreement for the Company and its Members.

**1.8 Authorization of Series.**

(a) The Company is authorized to establish one or more Series of Members, Managers, assets, or liabilities ("Series") pursuant to Section 18-215 of the Delaware Limited Liability Company Act.

(b) Each Series may have separate Members, purposes, assets, and liabilities.

(c) The debts, liabilities, obligations, and expenses incurred with respect to a particular Series shall be enforceable only against the assets of that Series and not against the Company generally or any other Series.

(d) The first Series of the Company is hereby designated as **Green Group LLC, Holdings 1** effective August 19, 2025. Additional Series may be created by unanimous written consent of the Members.

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## **SECTION 2: MEMBERSHIP INTERESTS, CONTRIBUTIONS, AND DISTRIBUTIONS**

**2.1 Members.** The initial Members of the Company are Leonard L. Poliziani III and Manuela Londono-Osorio, each holding a fifty percent (50%) ownership interest.

**2.2 Initial Contributions.** The Members shall each contribute capital of \$100.

**2.3 Additional Contributions.** No Member shall be obligated to make additional contributions to the Company without the unanimous written consent of both Members.

**2.4 Profit and Loss Allocation.** Profits and losses of the Company shall be allocated equally (50/50) to the Members unless otherwise agreed in writing.

**2.5 Distributions.** The Members shall distribute available funds equally, with distributions made at such times as mutually agreed.

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## **SECTION 3: MANAGEMENT AND SIGNING AUTHORITY**

**3.1 Management of the Company.** The Company shall be managed by the Members. Both Members shall participate in all material decisions, and unanimous consent is required for such decisions. Routine operational decisions can be made by either Member as long as they do not materially affect the business.

**3.2 Authority to Sign Real Estate Contracts and Closing Documents.** Each Member has the authority to sign contracts, closing documents, and any other agreements related to real estate transactions on behalf of the Company, provided that the other Member has given prior written or verbal consent. The signature of one Member shall be sufficient to bind the Company in such transactions, thereby satisfying legal requirements of the other parties involved.

**3.3 Authority to Sign for Banking Transactions.** Both Members must jointly authorize and sign for the opening or closing of any bank accounts on behalf of the Company. For routine banking transactions, including deposits, withdrawals, and endorsements, either Member may act independently, provided the transaction does not exceed \$300,000. For any transaction above \$300,000, prior consent from both Members is required.

**3.4 Authority to Sign Vendor Contracts and Service Agreements.** Each Member has the authority to enter into service agreements, vendor contracts, or third-party contractor agreements on behalf of the Company, provided that the other Member has given prior consent. This authority applies to contracts that do not exceed a value of \$300,000 without mutual agreement.

**3.5 Authority to Sign Loan and Financing Agreements.** Each Member is authorized to enter into transactional funding agreements on behalf of the Company without prior consent from the other Member, provided that the funding is at arm's length from either Member and does not create a conflict of interest. For all other loans or financing arrangements, the consent and signature of both Members are required.

**3.6 Authority to Sign Legal Agreements.** Each Member has the authority to sign legal agreements, including but not limited to rental agreements and property management agreements, on behalf of the Company, with the prior consent of the other Member.

### **3.6a Authority to Sign Real Estate Contracts (Purchases and Sales Agreements).**

1. **Purchases:** Any Member is authorized to sign purchase agreements for properties on behalf of the Company, provided the transaction is at arm's length and does not create a conflict of interest with either Member. No prior consent from the other Member is

required for these purchases.

2. **Sales:** For the sale of a property owned by Green Group LLC for less than one year, either Member may sign the sales agreement independently. If the property has been owned by Green Group LLC for more than one year, both Members must provide consent and sign the sales agreement to authorize the transaction.

**3.7 Authority to Sign Insurance Policies.** Each Member is authorized to sign and bind the Company for insurance policies, renewals, or amendments related to the business or its properties, with prior consent from the other Member.

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## SECTION 4: DEADLOCK RESOLUTION

**4.1 Deadlock.** In the event that the Members are unable to reach unanimous consent on a decision critical to the Company's operations or strategy, the Members agree to first attempt to resolve the dispute by mediation.

**4.2 Mediation.** The Members shall engage in a mutually agreed-upon professional mediator within 15 days of the declared deadlock. Costs of mediation shall be split equally between the Members.

**4.3 Buyout Option.** If mediation does not resolve the deadlock within 30 days, either Member may initiate a buyout process, in which one Member may offer to purchase the other Member's ownership interest. The non-offering Member may either accept the buyout offer or counter with a higher valuation to purchase the offering Member's interest. The buyout process shall be completed within 60 days of initiation.

**4.4 Final Resolution.** If both Members are unwilling or unable to buy out the other, and the deadlock remains unresolved after mediation, the Members agree to dissolve the Company and distribute its assets in accordance with this Agreement.

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## SECTION 5: DISSOLUTION AND WINDING UP

**5.1 Voluntary Dissolution.** The Company may be dissolved by mutual consent of the Members.

**5.2 Distribution of Assets Upon Dissolution.** Upon dissolution, the assets of the Company shall be used to satisfy any outstanding liabilities. Any remaining assets shall be distributed equally to the Members based on their ownership percentages.

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## SECTION 6: DEATH OR INCAPACITY OF A MEMBER

**6.1 Death or Incapacity.** In the event of the death or incapacity of either Member, the remaining Member shall automatically assume full ownership and control of the Company. The interest of the deceased or incapacitated Member shall transfer to the surviving Member, and any equity owed to the deceased/incapacitated Member shall be paid out as soon as is reasonably practicable.

**6.2 No Delay in Transfer.** The transfer of ownership upon death or incapacity shall occur immediately and without the need for probate or further legal proceedings, ensuring that the remaining Member can continue the business without delay.

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## SECTION 7: INDEMNIFICATION

The Company shall indemnify any Member who is a party to any legal action or proceeding by reason of the fact that they are or were a Member, Manager, or agent of the Company, provided they acted in good faith and in the best interest of the Company.

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## SECTION 8: MISCELLANEOUS

**8.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware.

**8.2 Amendments.** Any amendments to this Agreement must be in writing and signed by both Members.

**8.3 Entire Agreement.** This Agreement constitutes the entire agreement between the Members with respect to the Company and supersedes any prior agreements.

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**IN WITNESS WHEREOF**, the undersigned have executed this Amended and Restated Operating Agreement of Green Group LLC as of August 19, 2025.

**MEMBERS:**

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Leonard L. Poliziani III

Signed by:  
*Leonard L Poliziani III*  
F888CBF1BE49465...

8/19/2025 | 6:40 PM EDT

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Manuela Londono-Osorio

Signed by:  
*Manuela Londono Osorio*  
F888CBF1BE49465...

8/19/2025 | 6:41 PM EDT

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# **THE ZERES GROUP**

## **Limited Power of Attorney for Property & Information Disclosure**

Servicing Residential Real Estate Owners in the USA  
10130 Perimeter Pkwy, Charlotte, NC 28216  
Tel. 7047418366

I, Michelle Carbone (“Seller”), hereby grant a limited power of attorney to **Green Group LLC d/b/a The Zeres Group** (“Attorney-in-Fact”), to act on my behalf with respect to the property located at

5101 N Milwaukee St. Denver, CO 80216,

Parcel ID: 0213303006000 (“Property”), with the following specific powers:

### **1. Disclosure and Coordination of Information**

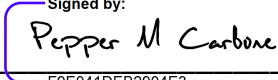
Buyer shall have the right to request, obtain, and provide information regarding the Property from surveyors, soil scientists, utility providers (including locates and tests), and applicable City or County of Denver departments for the purpose of pursuing rezoning to permit duplex use. Buyer may also coordinate routine requests related to title, liens, entitlement applications, hearings, permitting requirements, and other due diligence items related to the rezoning process or assisting with achieving clearing title, all with the intent of reducing the burden on Seller. Any additional requests requiring Seller’s direct authority (including pre-marketing or transaction preparation) shall be subject to a separate written addendum granting the Buyer a limited Power of Attorney for that specific purpose and duration.

### **2. Execution of Documents**

Seller authorizes Buyer to sign, execute, and deliver on Seller’s behalf any documents reasonably necessary to complete the rezoning process to allow duplex use of the Property. This includes,

without limitation, applications, agreements, survey authorizations, soil and utility testing permissions, and permitting documents required by the City or County for feasibility and due diligence necessary to achieve the rezoning & clear title to complete the sale.

This Limited Power of Attorney shall become effective as of the date signed below and shall remain in full force and effect until the expiration or termination of the Purchase and Sale Agreement relating to the Property, unless sooner revoked in writing by me.

Signed by:  
  
F9E041DEB2904E3...  
SELLER: Pepper M Carbone  
DATE: 9/25/2025 | 10:24 PM EDT

SELLER:  
DATE:

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# **THE ZERES GROUP**

## **Limited Power of Attorney for Property & Information Disclosure**

Servicing Residential Real Estate Owners in the USA

10130 Perimeter Pkwy, Charlotte, NC 28216

Tel. 366  
7047418 704-741-0589

I, Michelle Carbone now known as Pepper Carbone, hereby

grant a limited power of attorney to **Green Group LLC d/b/a The Zeres Group** (“Attorney-in-Fact”), to act on my behalf with respect to the property located at

5115 N Milwaukee St, Denver, CO 80216,

Parcel ID: 0213303018000 (“Property”), with the following specific powers:

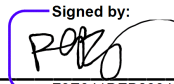
### **1. Disclosure and Coordination of Information**

**Green Group LLC d/b/a The Zeres Group** shall have the right to request, obtain, and provide information regarding the Property from City or County of Denver departments for the purpose of pursuing rezoning to permit duplex use. **Green Group LLC d/b/a The Zeres Group** may also coordinate applications, hearings, permitting requirements, and other items related to the rezoning process.

### **2. Execution of Documents**

**Green Group LLC d/b/a The Zeres Group** has authorization to sign, execute, and deliver on any documents reasonably necessary to complete the rezoning process with the City of Denver to allow duplex use of the Property. This includes applications, agreements, survey authorizations, soil and utility testing permissions, and permitting documents required by the City or County for feasibility and due diligence necessary to achieve the rezoning.

This Limited Power of Attorney shall become effective as of the date signed below and shall remain in full force and effect until the rezoning process is completed or sooner if revoked in writing by me.

Signed by:  


F9E041DEB2904E3...  
SELLER: Michelle Carbone now known as Pepper Carbone

DATE: 12/10/2025 | 4:53 PM EST

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# City & County of Denver - Property Record Search

0213303018000

**5115 N MILWAUKEE ST**

CARBONE,MICHELLE  
600 GARFIELD AVE LOUISVILLE CO 80027

Total Appraised Value

**\$426,400**



## KEY INFORMATION

Schedule Number	<b>0213303018000</b>	Situs Address	<b>5115 N MILWAUKEE ST</b>
Owner(s)	<b>CARBONE,MICHELLE</b>	Class	<b>RESIDENTIAL</b>
Land Use Code	<b>113 - SFR Grade C</b>		
Zoning	<b>E-SU-D</b>	Tax District	<b>DENV</b>
Land Sq Ft	<b>6,350</b>		
Building Sq Ft	<b>881</b>		
Legal Description	<b>NORTH SWANSEA ADD B2 L27 &amp; 28</b>		
Prior Year Mill Levy (2024)	<b>79.202</b>		

## ACTUAL VALUES

Tax Year	<b>2025</b>
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Land	<b>\$95,000</b>
Improvements	<b>\$331,400</b>
Total	<b>\$426,400</b>

[Protest My Value](#)

## ASSESSED VALUES - SCHOOL

Land	\$6,700
Improvements	\$23,360
Total	\$30,060
Exempt	\$0
Taxable Total	\$30,060

## ASSESSED VALUES - LOCAL GOVERNMENT

Land	\$5,940
Improvements	\$20,710
Total	\$26,650
Exempt	\$0
Taxable Total	\$26,650

## ASSESSOR FORMS & ADDRESS CHANGE

## ADDITIONAL PROPERTY INFORMATION

Zoning	<a href="#">E-SU-D</a>	Neighborhood	<a href="#">Elyria Swansea</a>
Subdivision	<a href="#">North Swansea Addition</a>	Enterprise Zone	<a href="#">Yes</a>
Individual Historic Landmark	<a href="#">No</a>	Historic Landmark District	<a href="#">No</a>
Floodplain Designation	<a href="#">X: AREA OF MINIMAL FLOOD HAZARD</a>		

## DOWNLOADABLE MAPS

[Parcel Map](#)[Quarter Section Map](#)[Assessment Parcel Map Index](#)[Quarter Section Map Index](#)

## LAND DETAILS

LAND LINE #	LAND TYPE	CODE	CLASS	AREA SQFT	ACRES	APPRAISED VALUE
1	S - SQUARE FOOT	2	1112 - SINGLE FAMILY RESIDENTIAL - LAND	6,350	0.1458	\$95,000

## IMPROVEMENT / BUILDING DETAILS

## APPRAISAL CARD #1

Class	<b>1212 - SINGLE FAMILY RES - IMPS</b>	Exterior Walls	<b>FRAME</b>	Grade	<b>C</b>
Full Bathrooms	<b>1</b>	Half Bathrooms	<b>0</b>	Fixtures	<b>5</b>
Year Built	<b>1927</b>	Effective Year	<b>-</b>	Year Remodel	<b>-</b>
Condition	<b>AV - AVERAGE</b>	Style	<b>13 - 1 STORY</b>	Stories	<b>1.00</b>
Total Basement	<b>881 sqft</b>	Finished Basement	<b>881 sqft</b>	Total Living Area	<b>881 sqft</b>

## SUB-AREAS

LOWER	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	GROSS AREA	CARD NO
BASEMENT-TOTAL	-	-	-	881	1
-	LIVING AREA	-	-	881	1
-	OPEN PORCH-MAS	-	-	125	1

## OUTBUILDINGS &amp; EXTRA FEATURES

BUILDING NO	YEAR BUILT	CONDITION	DESCRIPTION	AREA	UNITS
1	1927	A	GARAGE,DETACHED FRM	362	1
1	1927	A	UTILITY SHED - FRAME	588	1

## PERMIT DETAILS

No data to display

No data to display

## SALE DETAILS

RECEPTION NUMBER	SALE DATE	SALE PRICE	INSTRUMENT	GRANTOR	GRANTEE
2017157417	11/30/2017	\$255,000	WD: WARRANTY	CHAVEZ,ROSE RITA &	CARBONE,MICHELLE
2006023875	01/26/2006	\$0	QC: QUIT CLAIM	CHAVEZ,ROSE RITA	CHAVEZ,ROSE RITA &
0000173360	11/28/2000	\$10	QC: QUIT CLAIM	MARTINEZ,ROSE RITA	CHAVEZ,ROSE RITA

## PROPERTY TAXES FOR CURRENT YEAR

Current Year Taxes

Prior Year Mill Levy (2024) \*\* : **79.202**

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

	INSTALLMENT 1 (FEB 28 / FEB 29 IN LEAP YEARS)	INSTALLMENT 2 (JUN 15)	FULL PAYMENT (DUE APR 30)
Date Paid	04/30/2025	04/30/2025	04/30/2025
Original Tax Levy	\$1,032.80	\$1,032.80	\$2,065.60
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$1,032.80	\$1,032.80	\$2,065.60
Due	\$0.00	\$0.00	\$0.00

Before proceeding to make your tax payment, please be sure to copy or save your Schedule Number/Parcel ID Number. You will need it in order to process your payment.

Your schedule number is: **02133-03-018-000**

Pay This Tax Now

**Note:** The amount of interest shown, if any, is good through the end of this month. This information is not to be used in place of a Certificate of Taxes Due. Please call the Treasurer's Office for these at (720) 913-9300.

Liens/Fees amount displayed are good through the last day of February. Please be advised that paying the liens/fees after February will result in additional interest accrued on the parcel. Please contact 720-913-9300 to get the payoff amount for lien/fees.

## ADDITIONAL INFORMATION

### ACTUAL & ASSESSED VALUE - CURRENT & PRIOR VALUES

## TAX DOCUMENTS

Tax Notices:

Data last updated: 11/18/2025



# City & County of Denver - Property Record Search

## City & County of Denver - Property Record Search

0213303006000  
5101 N MILWAUKEE ST

CARBONE,MICHELLE  
600 GARFIELD AVE LOUISVILLE CO 80027

Total Appraised Value  
**\$95,000**

### KEY INFORMATION

Schedule Number	0213303006000
Situs Address	5101 N MILWAUKEE ST
Owner(s)	CARBONE,MICHELLE
Class	RESIDENTIAL
Land Use Code	033 - RESIDENTIAL LAND CONTIGUOUS
Zoning	E-SU-D
Tax District	DENV
Land Sq Ft	6,350
Building Sq Ft	0
Legal Description	NORTH SWANSEA ADD B2 L25 & 26
Prior Year Mill Levy (2024)	79.202

### ACTUAL VALUES

Tax Year	2025
----------	------

Land	\$95,000
Improvements	\$0
Total	\$95,000

[Protest My Value](#)

### ASSESSED VALUES - SCHOOL

Land	\$6,700
Improvements	\$0
Total	\$6,700
Exempt	\$0
Taxable Total	\$6,700

### ASSESSED VALUES - LOCAL GOVERNMENT

Land	\$5,940
Improvements	\$0
Total	\$5,940
Exempt	\$0
Taxable Total	\$5,940

### ASSESSOR FORMS & ADDRESS CHANGE

ADDITIONAL PROPERTY INFORMATION

<b>Zoning</b>	<a href="#">E-SU-D</a>	<b>Neighborhood</b>	<a href="#">Elyria Swansea</a>
<b>Subdivision</b>	<a href="#">North Swansea Addition</a>	<b>Enterprise Zone</b>	<a href="#">Yes</a>
<b>Individual Historic Landmark</b>	<a href="#">No</a>	<b>Historic Landmark District</b>	<a href="#">No</a>
<b>Floodplain Designation</b>	<a href="#">X: AREA OF MINIMAL FLOOD HAZARD</a>		

DOWNLOADABLE MAPS

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[Quarter Section Map](#)
[Assessment Parcel Map Index](#)
[Quarter Section Map Index](#)

LAND DETAILS

LAND LINE #	LAND TYPE	CODE	CLASS	AREA SQFT	ACRES	APPRAISED VALUE
1	S - SQUARE FOOT	2	0101 - RESIDENTIAL VACANT LAND (RES%)	6,350	0.1458	\$95,000

IMPROVEMENT / BUILDING DETAILS

SUB-AREAS

OUTBUILDINGS & EXTRA FEATURES

No data to display

PERMIT DETAILS

No data to display

No data to display

SALE DETAILS

RECEPTION NUMBER	SALE DATE	SALE PRICE	INSTRUMENT	GRANTOR	GRANTEE
2017157443	11/30/2017	\$40,000	WD: WARRANTY	MARTINEZ,ROSE RITA	CARBONE,MICHELLE

PROPERTY TAXES FOR CURRENT YEAR

Current Year Taxes

Prior Year Mill Levy (2024) \* \*: 79.202

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

	INSTALLMENT 1 (FEB 28 / FEB 29 IN LEAP YEARS)	INSTALLMENT 2 (JUN 15)	FULL PAYMENT (DUE APR 30)
Date Paid	04/30/2025	04/30/2025	04/30/2025
Original Tax Levy	\$106.13	\$106.13	\$212.26
Liens/Fees	\$0.00	\$0.00	\$0.00
Interest	\$0.00	\$0.00	\$0.00
Paid	\$106.13	\$106.13	\$212.26
Due	\$0.00	\$0.00	\$0.00

Before proceeding to make your tax payment, please be sure to copy or save your Schedule Number/Parcel ID Number. You will need it in order to process your payment.

Your schedule number is: **02133-03-006-000**

Pay This Tax Now

**Note:** The amount of interest shown, if any, is good through the end of this month. This information is not to be used in place of a Certificate of Taxes Due. Please call the Treasurer's Office for these at (720) 913-9300.

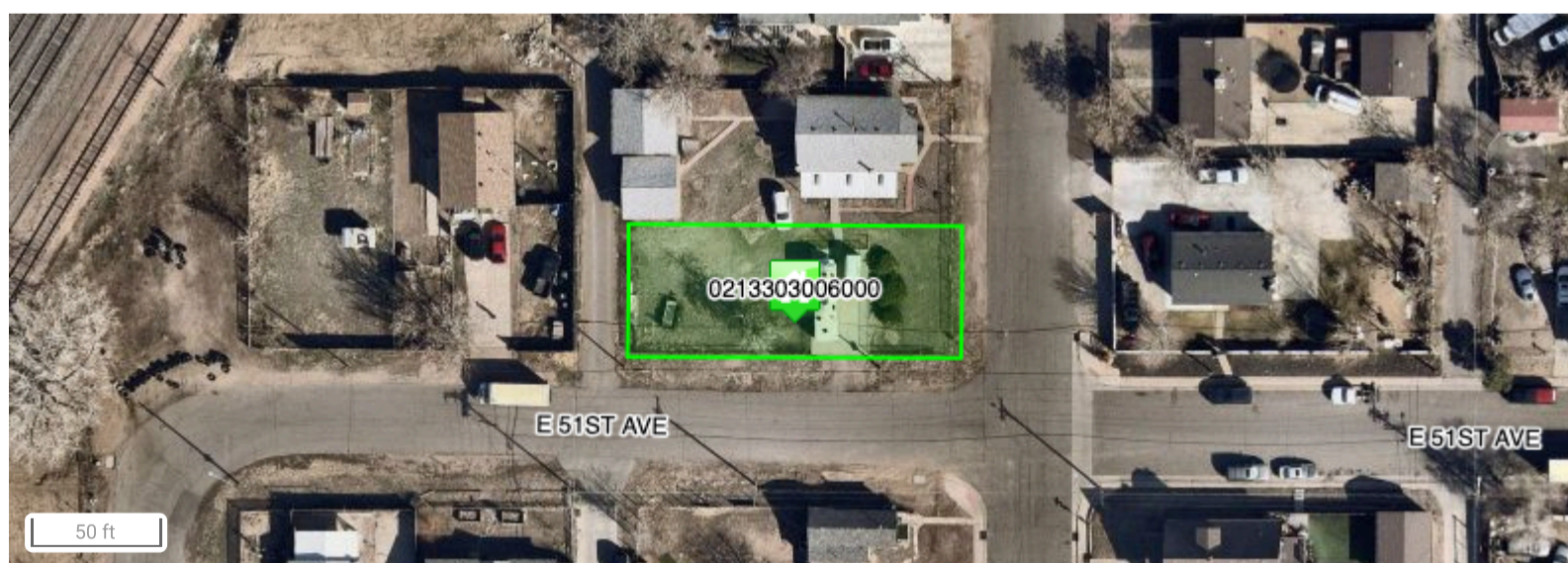
Liens/Fees amount displayed are good through the last day of February. Please be advised that paying the liens/fees after February will result in additional interest accrued on the parcel. Please contact 720-913-9300 to get the payoff amount for lien/fees.

ADDITIONAL INFORMATION

ACTUAL & ASSESSED VALUE - CURRENT & PRIOR VALUES

TAX DOCUMENTS

Tax Notices: -- Choose a file --



Data last updated: 09/26/2025