



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

PROPERTY OWNER INFORMATION*	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Property Owner Name	
Address	
City, State, Zip	
Telephone	
Email	

\*If More Than One Property Owner: All official map amendment applications for a PUD District shall be initiated by all the owners of the entire land area subject to the rezoning application, or their representatives authorized in writing to do so.

PROPERTY OWNER(S) REPRESENTATIVE**	
<input type="checkbox"/> CHECK IF POINT OF CONTACT FOR APPLICATION	
Representative Name	
Address	
City, State, Zip	
Telephone	
Email	

\*\*Property owner shall provide a written letter authorizing the representative to act on his/her behalf.

Please attach Proof of Ownership acceptable to the Manager for all property owners, 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.

### SUBJECT PROPERTY INFORMATION

Location (address and/or boundary description):	1683, 1685, 1687, 1691, 1693, 1695, 1699 E. Cedar Avenue	
Assessor's Parcel Numbers:		
Area in Acres or Square Feet:		
Current Zone District(s):		

### PROPOSAL

Proposed Zone District:	<input type="checkbox"/> General PUD	<input type="checkbox"/> Detailed PUD
Proposing SubAreas:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Intent of PUD:		
Standard Zone District: Please list the zone district(s) on which the PUD will be based:		
Deviations from Standard Zone District: Please provide a list of proposed deviations and an explanation of why the deviation is needed. Please provide as an attachment if necessary:	Deviation	Why deviation is necessary

Last updated: September 29, 2015

Return completed form to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)



For Office Use Only:

Date \_\_\_\_\_ Fee \_\_\_\_\_

201 W. Colfax Ave., Dept. 205

Denver, CO 80202

720-865-2974 • [rezoning@denvergov.org](mailto:rezoning@denvergov.org)



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## 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 checked="" 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</p> <p>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 checked="" 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 checked="" 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 Rezonings: The proposal must comply with both of the additional review criteria DZC Sec. 12.4.10.8</p>	<p><b>Justifying Circumstances - One of the following circumstances exists:</b></p> <p><input checked="" 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"/> The land or its surroundings has changed or is changing to such a degree that rezoning that it is in the public interest to encourage a redevelopment of the area to recognize the changed character of the area</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>Please provide an attachment describing the justifying circumstance.</p> <p><input checked="" 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.</p> <p>Please provide an attachment describing how the above criterion is met.</p>
<p>Additional Review Criteria for Rezoning to PUD District: The proposal must comply with all of the additional review criteria DZC Sec. 12.4.10.9</p>	<p><input checked="" type="checkbox"/> The PUD District is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development).</p> <p><input type="checkbox"/> The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6.</p> <p><input 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 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 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> <p>Please provide an attachment describing how the above criteria are met.</p>



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## REQUIRED ATTACHMENTS

Please ensure the following required attachments are submitted with this application:

- Legal Description (required to be attached as a Microsoft Word document)
- Proof of Ownership Document(s)
- Review Criteria

## ADDITIONAL ATTACHMENTS

Please identify any additional attachments provided with this application:

- Written Authorization to Represent Property Owner(s)
- Deviations from Standard Zone District

Please list any additional attachments:

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

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 to Be Rezoned	Please sign below as an indication of your consent to the above certification statement (must sign in the exact same manner as title to the property is held)	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 ap- proved	Property owner repre- sentative written author- ization? (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 Josie Q. Smith</i>	01/01/12	(A)	NO
Amy Therese Loper, Cedar Terrace LLC, Alexander, Eric and Gray Ringsby, Philipp and Mary Stephanus; Cedar Harrisburg LLC, Diana L. Sawaya, Cedar Terrace Homeowners Association	1683, 1685, 1687, 1691, 1693, 1695, 1699 East Cedar Avenue, Denver, CO	100%	<i>Philipp Stephanus</i>	12/3/18	See attached	Yes

Last updated: September 29, 2015

Return completed form to [rezoning@denvergov.org](mailto:rezoning@denvergov.org)

Property Owner Name(s)	Property Address	Property Owner Interest	Signature	Date	Ownership Documentation	Authorized Representative
Amy Therese Loper	1683 E. Cedar Avenue	~1/6	n/a	n/a	A	YES
Cedar Terrace LLC	1685 E. Cedar Avenue	~1/6	n/a	n/a	A	YES
Alexander, Eric and Gray Ringsby	1687 E. Cedar Avenue	~1/6	n/a	n/a	A	YES
Philipp and Mary Stephanus	1691 E. Cedar Avenue	~1/6	n/a	n/a	A	YES
Cedar-Harrisburg LLC	1693 E. Cedar Avenue	~1/6	n/a	n/a	A	YES
Diana L. Sawaya	1695 E. Cedar Avenue	~1/6	n/a	n/a	A	YES
Cedar Terrace Homeowners Association	1699 E. Cedar Avenue	~1/6	n/a	n/a	A	YES

### **Legal Description of PUD G#5**

A part of Block 18, Shackleton Place Subdivision according to the official City and County of Denver re-survey plat, together with the contiguous half of S. Williams St. vacated by Ord. 28, 1927 on the east side and with the contiguous half of S. Gilpin St. vacated by Ord. 98, 1921 on the west side and together with the alley within said Block 18 vacated by Ord. 62, 1921, all being in the City and County of Denver and more particularly described as follows:

Beginning at the point of intersection between the North line of Cedar Ave. and the centerline of said vacated S. Gilpin St.; thence northerly along said centerline a distance of 599.45 feet to a point on the South right-of-way of Bayaud Ave. which is also the North line of said Block 18 extended; thence on an angle to the right of  $90^{\circ} 09' 00''$  and along said South right-of-way line of Bayaud Ave. and along said North line of Block 18 extended and along the North line of said Block 18 a distance of 125.37 feet to a point on a non-tangent curve which is the southwesterly line of the official channel of Cherry Creek; thence on a deflection angle to the right of  $36^{\circ} 18' 07''$  from the tangent of said curve to the left having a radius of 884.02 feet and a central angle of  $14^{\circ} 49' 21''$  an arc distance of 228.70 feet to a point of intersection with the centerline of said vacated S. Williams St.; thence departing from said southwesterly line on an angle to the right of  $68^{\circ} 22' 14''$  from the tangent to the aforesaid curve and along said centerline of vacated S. Williams St. a distance of 215.32 feet; thence on an angle to the right of  $90^{\circ} 09' 00''$  a distance of 169.88 feet; thence on an angle to the left of  $90^{\circ} 09' 00''$  a distance of 24.90 feet; thence on an angle to the right of  $90^{\circ} 09' 00''$  a distance of 124.88 feet; thence on an angle to the left of  $90^{\circ} 09' 00''$  a distance of 131.92 feet to a point of curvature; thence along a curve to the left having a radius of 83.72 feet and a central angle of  $32^{\circ} 00' 00''$  an arc distance of 46.76 feet to a point of reverse curve; thence along a curve to the right having a radius of 113.72 feet and a central angle of  $32^{\circ} 00' 00''$  an arc distance of 63.51 feet to a point of tangency; thence along said tangent a distance of 12.58 feet to a point of said North right-of-way line of Cedar Ave.; thence on an angle to the right of  $90^{\circ} 09' 00''$  and along said right-of-way a distance of 60.00 feet to the point of beginning, containing in all 106,959 square feet or 2.455 acres, more or less.

# OTTEN JOHNSON

ROBINSON NEFF + RAGONETTI PC

January 22, 2019

ANDREW L.W. PETERS  
303 575 7507  
APETERS@OTTENJOHNSON.COM

## **VIA E-MAIL (SCOTT.ROBINSON@DENVERGOV.ORG)**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Ave., 2nd Floor  
Denver, Colorado 80202  
Attention: Scott Robinson

Re: Application for Official Map Amendment to PUD-G#5—Application #2018I-00120

Dear Scott:

We are submitting this letter<sup>1</sup> on behalf of Philipp and Mary Stephanus and the other property owners (collectively, the “**Applicants**”) with respect to certain real property located at 1683, 1685, 1687, 1691, 1693, 1695, and 1699 E. Cedar Avenue (the “**Property**”) in the City and County of Denver, Colorado (the “**City**”). As discussed during the pre-application meeting with the City on August 30, 2018 (the “**Pre-Application Meeting**”), the Applicants desire to amend the PUD (as hereinafter defined) pursuant to the Denver Zoning Code (the “**Code**”) as set forth in the redline version of the PUD attached hereto as Appendix A (the “**Proposed Amendment**”).

The purpose of this letter is to provide the required context and narrative for the Proposed Amendment. As more particularly set forth in the following paragraphs, the general purpose of the Proposed Amendment is to better align the PUD with current Code requirements and existing improvements within the Property, while maintaining the original intent and character of the PUD.

Prior to submitting this application, the Applicant met with various registered neighborhood organizations and adjacent property owners and residents to discuss the Proposed Amendment. A letter of support for the Proposed Amendment from the Washington Park East Neighborhood Association is submitted with this application.

## **Property Background and Context**

The Property consists of seven distinct parcels defined by the City Assessor, although two such parcels are under common ownership (each an “**Owner Parcel**”), together with a community parcel (the “**Common Parcel**”) owned by the Cedar Terrace Homeowners Association, Inc., a Colorado non-profit corporation (the “**Association**”), of which all of the Applicants are members. The entirety of the Property consists of a single zone lot.

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<sup>1</sup> Cory Rutz, also of this firm, submitted a substantially similar version of this letter on November 20, 2018. This updated letter incorporates revisions you requested in your letter of January 2, 2019. In the interest of reducing redundancies in the application file, I have not reattached the appendices identified herein and incorporate the originally appended documents by this reference, except to the extent they may indicate property ownership inconsistent with later-submitted materials.

The Property was originally developed in the early-1980s with a single-family residence on each Owner Parcel (collectively, the “**Residences**”) as well as an in-ground swimming pool and small pool house on the Common Parcel (together with the Residences, the “**Improvements**”). A private road maintained by the Association and referred to as East Cedar Avenue (“**E. Cedar Avenue (Private)**”) provides access from the only abutting public road, East Cedar Avenue (“**E. Cedar Avenue (Public)**”).

Based on our review of the building and zoning records for the Property provided by the City, as well as our discussions with City staff in the Pre-Application Meeting, we understand that the Property was formerly zoned R-1 under the Chapter 59 of the Denver Revised Municipal Code (“**Former Chapter 59**”), which required approval of a planned building group in order to permit construction of more than one primary building on a single zone lot. *Former Chapter 59*, § 59-120(a)(1). Due to the Property’s configuration as a so-called “flag lot” within only a small frontage along E. Cedar Avenue (Public), the City approved the initial construction of the Improvements pursuant to that certain Cedar Terrace Amendment Planned Building Group site plan recorded on August 29, 1980, in the real property records of the City at Reception No. 038575 (the “**PBG**”).

Of note, the PBG included a “maximum building pad” limitation of 2,000 square feet. However, neither the PBG nor Former Chapter 59 included a definition of the term “building pad.” Regardless, it is our understanding based on discussions with several of the Applicants, several of whom have a long history with the Property, that many if not all of the Residences exceeded that limitation when originally constructed in the 1980s. As a possible attempt to remedy this discrepancy, the Association voted to increase the maximum building pad limitation to 3,300 square feet in 1993, as evidenced by the marked-up copy of the PBG attached hereto as Appendix B. However, we have not been able to uncover, nor has City staff been able to confirm, that this amendment to the PBG was ever formally adopted or approved by the City.

In connection with the City-wide rezoning in 2010, the City rezoned the Property to the S-SU-D zone district under the Code. The rezoning to the S-SU-D zone district created additional compliance issues, including a requirement of one dwelling unit per zone lot. According to the subsequent City staff report prepared in connection with the PUD, a copy of which is attached hereto as Appendix C (the “**2013 Staff Report**”), “the PBG was not discovered at the time of the map amendment updates in 2010, resulting in an unintentional rezoning of the subject property as part of the citywide update.” When the City discovered the error, it worked with the Association to rezone the Property, ultimately approving that certain planned unit development zone district titled PUD-G#5, and recorded in the real property records of the City at Reception No. 2013085387 (the “**PUD**”). According to the same 2013 Staff Report, the PUD is based on the S-SU-D zone district, and “codifies the deviations to building height, number of structures on the zone lot, and open space requirements unique to the [Property].” As discussed in our Pre-Application Meeting, those deviations include:

- Building Pad per Primary Structure. The PUD preserves the 2,000 square foot maximum building pad requirement, and defines “building pad” as “the limits of where a primary residential structure and any detached accessory structures serving that primary structure (e.g., a detached garage or storage shed) may be placed on the zone lot.” The S-SU-D district does not limit such building pad sizes, nor does the definition of “building pad” appear anywhere in the Code.
- Gross Floor Area per Dwelling Unit. Consistent with the PBG, the PUD requires a maximum gross floor area per dwelling unit of 6,000 square feet. The S-SU-D district does not limit such gross floor area, although the minimum zone lot size in that district is 6,000 square feet.

The PUD also varies certain standards applicable to the S-SU-D district that do not translate to the Property due to the number of Residences constructed on a single zone lot. For example, the minimum zone lot size and widths applicable in the S-SU-D district are not included in the PUD. However, the PUD does set a maximum of seven dwelling units, which is consistent with the seven Owner Parcels within the Property. Similarly, the PUD requires a minimum of 3,000 square feet of open space per dwelling unit as well as a maximum building coverage for the zone lot of 50%, which together net the same amount of open space as the S-SU-D district requirement of a 50% maximum building coverage per zone lot (3,000 square feet of open space per zone lot based on a 6,000 square foot zone lot). The PUD also provides for a slight increase in building height (36 feet as opposed to the cap of 35 feet in the S-SU-D district), but preserves the bulk plane limitations from the S-SU-D district in order to reduce any negative impacts on adjacent properties, and makes similar clarifications with respect to setbacks. In short, except for the limitations on the size of the building pad and gross floor area for each dwelling unit, the PUD generally incorporates the terms and conditions of the S-SU-D district in a manner that allows for the continued use and enjoyment of the development of the unique, "flag lot" Property while remaining consistent with the surrounding properties.

As noted above, it is our understanding that all of the Residences exceeded the 2,000 square foot building pad limitation when originally constructed. In any event, many of the Residences have been subsequently expanded, some even after the adoption of the PUD, to further exceed the 2,000 square foot building pad limitation. We understand that many of the Applicants believed the informal amendment to the PBG increasing the building pad requirement to 3,300 square feet to have taken effect. We have confirmed with the City that there are no outstanding violations on the Property, so presumably the City has issued valid building permits and certificates of occupancy for these Residences notwithstanding their non-conformities with the building pad requirement. In any event, it is clear that the building pad restriction, as well as the gross floor area restriction, neither of which are consistent with the S-SU-D district, are enforced occasionally, if at all, which is not surprising given that the term "building pad" does not appear in the Code or any other entitlement document that we have uncovered. This one-off restriction has caused all of the Residences to be considered compliant, non-conforming or possibly illegal under the Code, despite the Applicants' and their predecessors' efforts to comply with required City permits and procedures.

As such, the Proposed Amendment is intended to amend the PUD to better reflect both the Improvements and the S-SU-D district by: (a) removing the maximum building pad limitation, (b) removing the maximum gross floor area limitation, and (c) making other minor changes and clarifications to the PUD, such as clarifying the distinction between E. Cedar Avenue (Private) and E. Cedar Avenue (Public) and streamlining the amendment process, consistent with the Code.

### **Criteria for Rezoning**

Pursuant to the Code, applications for rezoning must meet all of the "general review criteria" set forth in Section 12.4.10.7 of the Code as well as (i) at least one of the "justifying circumstances" of the first group of "additional review criteria" set forth in Section 12.4.10.8.A of the Code, and (ii) the general additional review standard set forth in Section 12.4.10.8.B of the Code. In addition, official map amendments requesting a planned unit development district, or an amendment to an existing planned unit development, must meet the standards set forth in Section 12.4.10.9 of the Code. The Proposed Amendment meets these review criteria as follows:

*General Review Criteria: 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.*

The Property is designated as “Single Family Residential” and an “Area of Stability” under Blueprint Denver. For areas designated Single Family Residential, Blueprint Denver notes that single family-homes, such as the Residences, are the predominate residential type. The Proposed Amendment is consistent with this designation, as well as the designation of E. Cedar Avenue (Public) as an “undesignated local” street, which are characteristic of such residential neighborhoods. Further, the more general language of Blueprint Denver expressly provides that “it may be appropriate to change the zoning in Areas of Stability to create a better match between existing land uses and the zoning.” *Blueprint Denver*, p. 75. This goal fits well with the purpose of the Proposed Amendment, which is to better align the PUD with both the existing Improvement and the S-SU-D zone district, which governs all of the adjacent property other than the golf course to the north and east.

Additional support for the Proposed Amendment is found throughout the Denver Comprehensive Plan 2000, which although somewhat dated, includes several strategies intended to ensure that zoning regulations are “flexible and accommodating of current and future land-use needs,” help to “reduce delays in planning and development review and enforcement” and incorporate a “consistent and enforceable set of performance standards for the owners and operators of all land uses and a swift, efficient and fair inspection and compliance process.” *Denver Comprehensive Plan 2000*, pp. 58-59. By revising the PUD to remove references to terms that have no meaning elsewhere in the Code, such as “building pad” and generally making the PUD more consistent with the S-SU-D zone district, the Proposed Amendment would both help the PUD to accommodate the current and future needs of the Property, such as the existing Improvements, as well as streamline enforcement in the future to prevent inconsistent interpretations of the terms and conditions of the PUD. For the foregoing reasons, the Proposed Amendment is consistent with the City’s adopted plans.

The Proposed Amendment will be consistent with the January 7, 2019 draft of Blueprint Denver (the “**Draft Blueprint**”) as well. The Draft Blueprint eliminates Blueprint Denver’s current distinction between Areas of Stability and Change and instead identifies the Property as a Low Residential Area within the Suburban Place context. *Draft Blueprint*, pp. 192-193. These areas generally feature single-unit uses along curving streets with private open space. *Draft Blueprint*, p. 198. The Proposed Amendment is consistent with this character, and because the Proposed Amendment will not add two-unit uses or change a minimum zone lot size, it is consistent with the Draft Blueprint’s rezoning guidance. *Draft Blueprint*, pp. 198-199. Moreover, although the Draft Blueprint advises against adopting “custom zoning,” it also recognizes that PUDs can be appropriate in “unique and extraordinary circumstances,” and here, the circumstances are extraordinary: the Property’s unusual zone lot could support only one single family dwelling unless administered under a PUD. *Draft Blueprint*, p. 73. Similarly, the Proposed Amendment better aligns the PUD with the underlying S-SU-D District, and will therefore address the Draft Blueprint’s concerns that custom zoning can be less predictable and more difficult to administer. *Draft Blueprint*, p. 73.

The Proposed Amendment will also be consistent with the January 7, 2019 draft of the City’s Comprehensive Plan 2040. That document encourages the City to “[e]stablish a scalable, *predictable* and adaptable approach to improve design quality . . . .” *Comprehensive Plan 2040*, p. 34. By providing long-needed clarity regarding the PUD’s design standards, the Proposed Amendment will add predictability to the design process, while properly

using a PUD to supply needed adaptability for an unusual zone lot. Similarly, the draft Comprehensive Plan 2040 also aims to “[s]upport the stewardship and reuse of existing buildings.” *Comprehensive Plan 2040*, p. 34. The Proposed Amendment allows for such stewardship by ensuring the Improvements may remain or be modified as conforming structures under the Code. Thus, the Proposed Amendment will be consistent with the draft Comprehensive Plan 2040.

*General Review Criteria: 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.*

As noted above, approval of the Proposed Amendment would ensure that the development of the Property is consistent with the surrounding neighborhood, and applies uniformly throughout the PUD, as amended. The Proposed Amendment does not treat any of the Owner Parcels differently, but instead requires each to comply with the regulations set forth in the PUD.

*General Review Criteria: Public Health, Safety and General Welfare.* *The proposed official map amendment furthers the public health, safety and general welfare of the City.*

The Proposed Amendment would further the public health, safety and general welfare of the City for several reasons. First, it would correct the applicable zoning for several structures that are currently some combination of compliant, non-conforming or possibly illegal, such that the existing Improvements and applicable zoning are consistent—likely for the first time since the zoning was established for the Property. Additionally, removing obscure terms that do not appear anywhere else in the Code lessens the administrative burden of enforcement and plan review, particularly where, as here, those obscure terms do not add any real value to the regulatory scheme. As noted above, the Proposed Amendment is consistent with plan guidance and the City’s overall goals and objectives applicable to the area.

*Additional Review Criteria: Justifying Circumstances.* *The existing zoning of the land was the result of an error.*

Based on our discussions with the Applicants, it appears that many, if not all of the Residences did not comply with the building pad limitation included on the original PBG when originally constructed. In fact, many of the Applicants, upon learning of the 2,000 square foot building pad limitation this year, initially reacted with surprise and a comment along the lines of “that cannot be right,” noting that none of the Residences meet that requirement. As such, it seems likely that the original building pad limitation in the PBG may have been in error, particularly given the Association’s subsequent attempt to increase the limitation. In any event, it does seem that the PUD’s incorporation of that same building pad limitation was in error since few, if any, of the Improvements complied with that particular restriction at the time of the PUD approval.

Indeed, the 2013 Staff Report does not specifically reference any rationale for incorporating the building pad limitation or the gross square footage limitation. Instead, the 2013 Staff Report notes that the “proposed PUD is based on the Suburban Neighborhood Context zone district S-SU-D, and codifies the deviations to building height, number of structures on the zone lot, and open space requirements unique to the Cedar Terrace site development”—making no mention of the building pad or gross area limitations except on a table setting forth the precise differences between the S-SU-D district and the PUD. As such, without any evidence as to an

intentional desire or motivator for incorporating these obscure development standards that do not match the constructed Improvements, we must assume that their inclusion in the PUD was an oversight, approved in error.

*Additional Review Criteria: 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. Such a change may include: (a) changed or changing conditions in a particular area, or the City generally; or (b) a City adopted plan; or (c) that the City adopted the Denver Zoning Code and the property retained Former Chapter 59 zoning.*

Even a casual walk through the Washington Park East neighborhood makes one thing clear: the small, historic bungalows once prevalent in the area have largely been expanded, or replaced entirely, with larger, newer homes more suited to modern preferences. According to one article, the Washington Park East neighborhood was among the City's top three neighborhoods for the number of scrapes from 2016 to 2018.<sup>2</sup> A detailed map included in the same article shows all of the permitted scrapes occurring within the City in that same time period, and classified by type. That map, an excerpt of which is attached as Appendix D, indicates that the overwhelming majority of scrapes within the Washington Park East neighborhood are considered "1F to 1F," that is, a single-family home being replaced with a (generally larger) single-family home, as opposed to replacing an existing single-family home with a duplex or other multi-family structure. While consistent with some adjacent neighborhoods, such as Belcaro, this trend to replace existing single-family homes with similar, but larger, single family homes, is not found throughout the City—many other neighborhoods, such as Cherry Creek, Platt Park and the Highlands, see scrapes occurring more frequently to replace single-family dwellings with duplexes, according to the same map.

The available data from the U.S. Census Bureau's five-year estimates from its American Community Survey for homes within zip code 80209, which includes the Washington Park East neighborhood, the West Washington Park Neighborhood and the Belcaro neighborhood, is consistent with these accounts, and confirms that the changes in the past two years are only a part of a longer, larger trend for the area. In 2009 (which was the first year such data became available), the percentage of homes containing eight rooms or more was 18.7%, but by 2016 had risen to 22.0%, an increase of over 17% in only seven years. The data also confirms the prevalence of scraping older homes to build new, larger homes—in 2009, the percentage of homes built in the 2000s was 11.4% but had risen to 14.9% by 2016, accounting for a 30% increase in newer homes. Since the Washington Park East neighborhood does not contain many, if any, vacant lots, each of these newer homes likely represents the replacement of an older bungalow to construct a newer, larger home.

It is important to note here that the purpose of the Proposed Amendment is not to enable the Applicants to scrape their existing homes in order to allow for larger homes. On the contrary, the Applicants generally intend to maintain their existing homes, while allowing for modest expansions or even replacements that do not alter the character of the Property—yet the increasing prevalence of scrapes and additions in the surrounding neighborhood suggests a growing need for clarity regarding the design standards and conformity under the PUD.

As the neighborhood trend toward modification extends to the Property, the PUD's current requirements (and most significantly, the building pad requirement) will limit any additions or changes to the Improvements to those allowed under the applicable compliant and/or non-conforming provisions of the Code. Those limitations will place the Improvements out of step with the surrounding neighborhood, where homes can generally be modified

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<sup>2</sup> Kate Tracy, *The Scraping of Denver: Bye-Bye Bungalows; Hello Townhomes, Duplexes and Mansions (Depending on Neighborhood)*, BusinessDen, July 16, 2018, website: <https://businessden.com/2018/07/16/the-scraping-of-denver-bye-bye-bungalows-hello-townhomes->

under the more permissive standards available to conforming uses and structures. Although the elimination of the building pad and gross floor area limitations would allow for slightly larger homes, the character of the Property, including the relative density, would remain bound by the open space, building height and setback requirements in the PUD, which are all consistent with the surrounding S-SU-D district. Like the Proposed Amendment, however, the S-SU-D district does not limit the building pad or gross floor area of dwelling units. Altogether, then, the Proposed Amendment will allow the Property's built environment to evolve in a manner consistent with the surrounding neighborhood's changed circumstances. The Proposed Amendment is therefore in the public interest.

*Additional Review Criteria: Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements.* *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.*

As noted in detail in the foregoing paragraphs, the Proposed Amendment is based on the S-SU-D zone district, which is considered within the "Suburban" neighborhood context under the Code. The Suburban context generally consists of single-family and multi-family residential land uses on relatively large lots—6,000 square feet or larger—segregated from community-serving commercial and retail land uses located along corridors on major collector and arterial streets. *Code*, § 3.2.2.1. The general purposes statements emphasize the importance of "providing certainty to property owners, developers and neighborhoods about the limits of what is allowed in residential areas," as well as reinforcing "desired development patterns in existing neighborhoods while accommodating reinvestment." *Code*, § 3.2.2.1.D. The Proposed Amendment is consistent with this description of the applicable neighborhood context in that it allows for single-family residential land uses on relatively large lots and also, by streamlining the PUD with the S-SU-D district, provides certainty to stakeholders about what may be allowed in those areas.

The stated purposes and intent of the PUD are to "follow the Suburban Neighborhood Context intent and the S-SU-D zone district with the exception to allow multiple single dwelling units on a single zone lot oriented off a flag lot and consolidating common open space areas." Notably, this purpose statement does not make any mention of limiting the size of such single-family dwelling units. As noted above and elsewhere in this letter, the Proposed Amendment is consistent with that purpose statement.

*Additional PUD Review Criteria (A): The PUD District is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development) of this Code.*

As set forth in Section 9.6.1.A of the Code, the general purpose and intent of a planned unit development zone district ("PUD District") is to provide an alternative to conventional land use regulations in order to respond to "unique and extraordinary circumstance." Such unique and extraordinary circumstances include, specifically, "where a development site has special physical characteristics" and "where a development site is subject to an existing PUD District and rezoning to a new PUD District will bring the site closer to conformance with current zoning regulations or adopted plans." *Code*, §§ 9.6.1.B.1; 9.6.1.B.3. As discussed above, the Property's configuration as a flag lot would not permit the current Improvements, and the Proposed Amendment removes certain restrictions that are inconsistent with the base S-SU-D district, bringing the PUD closer to conformance with current zoning regulations.

The general purpose and intent of the PUD District, as set forth in the Code, also includes confirming that the applicable PUD District is “not intended as either a vehicle to develop a site inconsistent with the applicable neighborhood context and character, or solely as a vehicle to enhance a proposed development’s economic feasibility.” *Code*, § 9.6.1.1.C. As previously noted, the effect of the Proposed Amendment is actually to develop the Property more consistently with the applicable neighborhood context and character by bringing the regulations closer to conformance with the surrounding S-SU-D district. With respect to the second prong of that criterion, the Proposed Amendment has no relationship to any *proposed* development, but is instead intended to bring *existing* development into compliance with the applicable zoning regulations. In any event, the Proposed Amendment is not solely intended to enhance the economic feasibility of the Property for all of the reasons more fully set forth in this letter.

The final aspect of the general purpose and intent of the PUD District provides that the development of the PUD District “should provide significant public benefit not achievable through application of a standard zone district.” *Code*, § 9.6.1.1.D. That provision provides several examples of such public benefits, including without limitation “more efficient use of land and energy” and “development patterns compatible in character and design with nearby areas and with the goals and objectives of the Comprehensive Plan.” *Code*, § 9.6.1.1.D. The Proposed Amendment and the PUD in general certainly allow for more efficient use of land, by permitting up to seven residential dwelling units on a zone lot that, without the PUD, would only permit a single dwelling unit. This denser development pattern is also more consistent with the character and design of nearby areas, which support a residential density much closer to that permitted by the PUD than the density associated with a single dwelling unit encompassing the full 2.45-acre Property. The increased consistency with the S-SU-D district also provides a public benefit by simplifying the task of administering the PUD, and lessens the risk that compliance issues are missed due to the obscure terms, such as “building pad” that are not found elsewhere in the Code. Reducing the City’s administrative burden, increasing efficiency of subsequent permit reviews and lessening the likelihood of future mistakes certainly provides a public benefit to the Applicants and the City as a whole.

As such, the Proposed Amendment is consistent with the general purpose and intent of PUD Districts as set forth in the Code.

*Additional PUD Review Criteria (B): The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6 of the Code.*

The Proposed Amendment does not contemplate changing any of the applicable standards and criteria set forth in Division 9.6 of the Code, which, as set forth in the 2013 Staff Report, the existing PUD satisfies. As such, the Proposed Amendment complies with such standards and criteria.

*Additional PUD Review Criteria (C): 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.*

Due to the Property’s configuration as a flag lot, the current Improvements are not feasible under any other zone district, which would generally either limit the development of the Property to a single dwelling unit or provide for a level of development intensity that is inconsistent with the surrounding area. By tailoring the PUD to the S-SU-D district, the Proposed Amendment permits the existing Improvements and ensures that development of

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the Property remains consistent with the surrounding area, and does so more effectively and efficiently than would be feasible through numerous variances, waivers and conditions.

*Additional PUD Review Criteria (D): The PUD District and the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property.*

Neither the PUD, nor the Proposed Amendment, vary the land uses from those permitted within the S-SU-D district, which applies to adjacent property.

*Additional PUD Review Criteria (E): The PUD District and 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).*

As stated above in more detail, the PUD was established specifically to permit development of building forms consistent with the S-SU-D district despite the unique configuration of the Property, and the Proposed Amendment only furthers that consistency by removing development standards that are inconsistent with the S-SU-D district from the PUD. The City confirmed the compatibility of the few deviations from the S-SU-D district that would remain in the PUD following approval of the Proposed Amendment in connection with the initial approval of the PUD, and have not changed since that approval. As such, the Proposed Amendment is consistent with adjacent existing building forms.

For the foregoing reasons, we respectfully request that the City approve the Proposed Amendment. Please feel free to contact me with any questions or comments.

Sincerely,



Andrew L.W. Peters  
for the Firm

**APPENDIX A: PROPOSED AMENDMENT  
(EXCERPTS OF PROPOSED REVISIONS)**

*(follows this page)*

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## CHAPTER 2. DESIGN STANDARDS

### 2.2.1 General Intent

Section 3.3.1 General Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G#.

remove extra period

### 2.2.2 Building Form Intent

Section 3.3.2 Building Form Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G#.

### 2.2.3 Primary Building Form Standards

#### A. Applicability

All development within this PUD-G.

#### B. Number of Primary Buildings Per Zone Lot

Multiple Primary Buildings shall be allowed on a single zone lot.

#### C. Specific standards as follows:

**PRIMARY STRUCTURES**

<b>HEIGHT</b>		<b>PUD-G #</b>
Feet (max)		36'*
Bulk Plane Vertical Height at Side Interior and Side Street		
Zone Lot Line		10'**
Bulk Plane Slope from Side Interior and Side Street Zone Lot Line		45° **
<b>SITING</b>		<b>PUD-G #</b>
<b>ZONE LOT</b>		
Zone Lot Size (min)	This PUD-G shall be a single zone lot	
Dwelling Units (max)	This PUD-G shall have a maximum of 7 dwelling units	
Dwelling Units per Primary Residential Structure (max)	1	
<b>SETBACKS AND BUILDING COVERAGE</b>		<b>PUD-G #</b>
Primary Street: Cedar Ave (min)	<b>delete</b>	20'
Side Street (min)		na
Side Interior (min)		5'
Rear (min)		5'
Building Pad per Primary Structure (max)		2,000 ft <sup>2</sup>
Gross Floor Area per Dwelling Unit (max)		6,000 ft <sup>2</sup>
Open Space	There shall be a minimum of 3,000 ft <sup>2</sup> of open space per dwelling unit	
Building Coverage per Zone Lot, including all accessory structures (max)		50%
Vehicle Access	From Street	

<b>DESIGN ELEMENTS</b>		<b>PUD-G #</b>
<b>BUILDING CONFIGURATION</b>		
Attached Garage Allowed	Attached garage shall be allowed	
*Height shall be measured from the highest corner of the zone lot		
**Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.		

**DETACHED ACCESSORY STRUCTURES**

HEIGHT	PUD-G #
Stories (max)	1
Feet (max)	17' *
Bulk Plane Vertical Height at Side Interior and Side Street	
Zone Lot Line	10' **
Bulk Plane Slope from Side Interior and Side Street Zone	
Lot Line	45° **

SITING	PUD-G #
<b>USE RESTRICTION</b>	Accessory Uses Only
<b>ZONE LOT</b>	
Allowed Number of Dwelling Units (min/max)	0/0
Additional Standards	See Section 3.3.4.3 of the Denver Zoning Code
<b>SETBACKS AND BUILDING COVERAGE</b>	
Primary Street: Cedar Ave (min)	20'
Side Street (min)	na
Side Interior (min)	5'
Rear (min)	5'
Building Coverage per Zone Lot, including all primary and accessory structures (max)	50%
Vehicle Access	From Street

DESIGN ELEMENTS	PUD-G #
<b>BUILDING CONFIGURATION</b>	
Building Footprint (max)	1,000 ft <sup>2</sup>
Horizontal Dimension (max)	36'
*Height shall be measured from the highest corner of the zone lot	
**Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.	

To be inserted as a new Section 4.2:

**SECTION 4.2 DIVISION 9.6 OF THE DENVER ZONING CODE**

**4.2.1 Applicability**

Division 9.6: Planned Unit Development District (PUD) of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G#5. In furtherance of the foregoing, this PUD-G#5 may be amended by subarea, platted lots, or metes and bounds parcels pursuant to the provisions of Sections 9.6.1.4 of the Denver Zoning Code, as amended from time to time.

**CHAPTER 4.**

**SECTION 4.1 ARTICLE 1 OF THE DENVER ZONING CODE**

**4.1.1 Applicability**

Article 1: General Provisions of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G # with the following exception:

**A. Multiple Primary Structures**

Multiple primary structures shall be allowed on a single zone lot.

**SECTION 4.2 ARTICLE 10 OF THE DENVER ZONING CODE**

**4.2.1 Applicability**

Article 10: General Design Standards of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #, including standards specific to the S-SU-D Zone District (e.g. Signage), with the following exception:

A. Fences up to 7' in height shall be allowed on the zone lot.

**SECTION 4.3 ARTICLE 11 OF THE DENVER ZONING CODE**

**4.3.1 Applicability**

Article 11: Use Limitations and Definitions of the Denver Zoning Code specific to S-SU-D, as amended from time to time, shall apply to this PUD-G #.

**SECTION 4.4 ARTICLE 12 OF THE DENVER ZONING CODE**

**4.4.1 Applicability**

Article 12: Procedures and Enforcement of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #, with the following exceptions:

**A. Site Development Plan and Multiple Ownerships**

In the case of multiple ownerships (groups or individuals) within this PUD-G #:

1. Any one ownership may obtain zoning permit(s) consistent with the approved site development plan without the consent of the other ownership(s).
2. Under Section 12.3.7, amendments to the approved site development plan shall require consent from all ownership(s), including ownership signatures on the amended site development plan.
3. Under Section 12.3.7, modifications to the site development plan initiated by one ownership do not require the consent of the other ownership(s).

**SECTION 4.5 ARTICLE 13 OF THE DENVER ZONING CODE**

**4.5.1 Applicability**

Article 13, Rules of Measurement and Definitions, of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #, with the following exceptions:

**A. Height**

1. Feet shall be measured from the highest corner of the zone lot.
2. Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.

Insert: "The public right-of-way known as East"

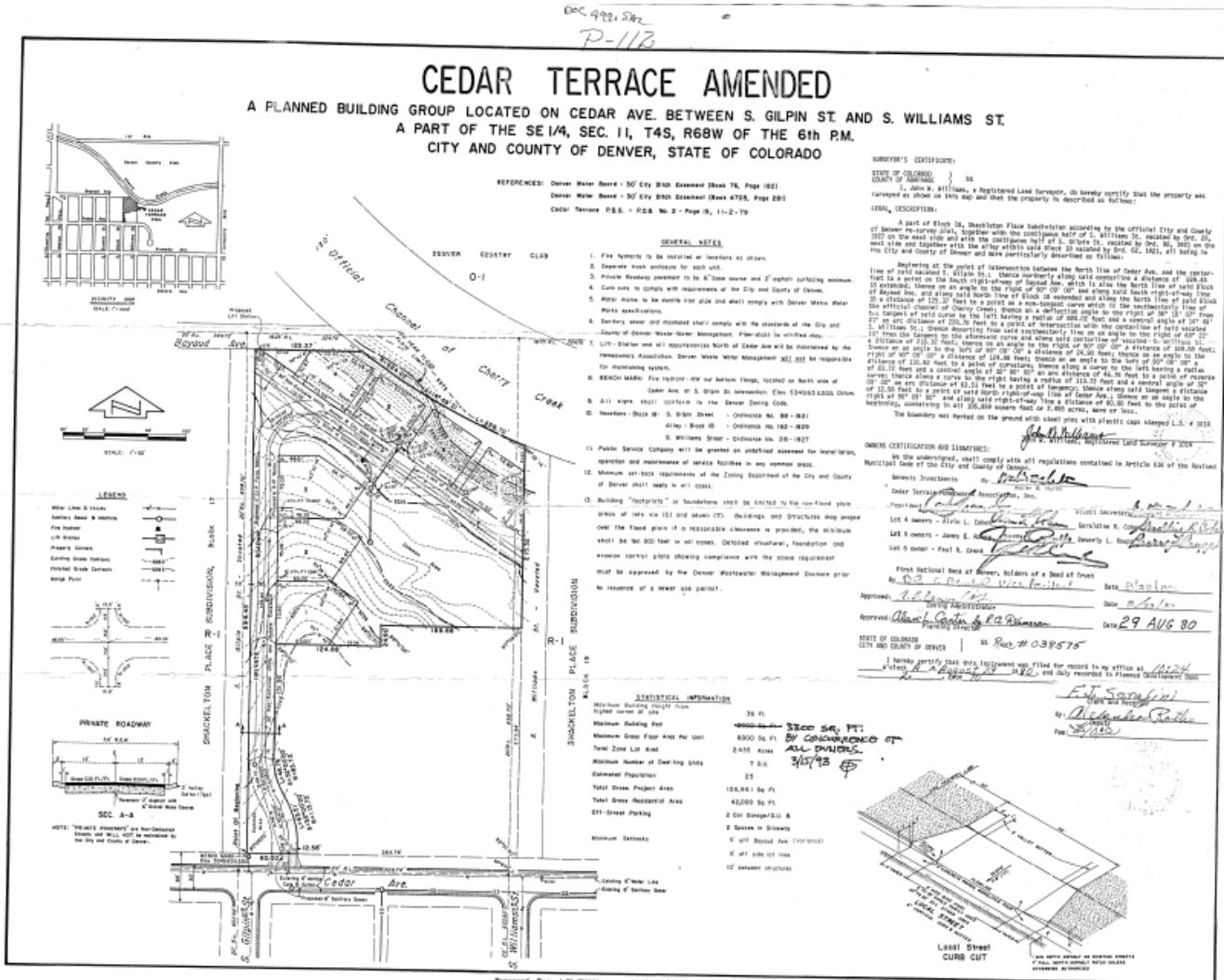
**B. Primary Street Zone Lot Line Designation**  
Cedar Avenue shall be the Primary Street.

**C. Definition of "Building Pad"**

For each primary dwelling structure developed under this PUD-G#\_\_\_\_, a "building pad" delineates the limits of where a primary residential structure and any detached accessory structures serving that primary structure (e.g., a detached garage or storage shed) may be placed on the zone lot.

delete

## APPENDIX B: ASSOCIATION AMENDED PBG



Prepared By: J.W. Williams and Associates  
*Consulting Engineers*

**CEDAR TERRACE AMENDED**

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## APPENDIX C: 2013 STAFF REPORT



### Community Planning and Development Planning Services

201 W Colfax Ave, Dept 205  
Denver, CO 80202  
p: 720-865-2972  
f: 720-865-3056  
[www.denvergov.org/planning](http://www.denvergov.org/planning)

**TO:** Denver City Council  
**FROM:** Deirdre Oss, Senior City Planner  
**DATE:** May 7, 2013  
**RE:** Official Zoning Map Amendment Application #2012I-00039  
1683-1695 E. Cedar Avenue  
Rezoning from S-SU-D to PUD-G#

### Staff Report and Recommendation

Based on the criteria for review in the Denver Zoning Code, Staff recommends approval for Application #2012I-00039 for a rezoning from S-SU-D to PUD-G #.

### Request for Rezoning

Application:	#2012I-00039
Address:	1683-1695 E. Cedar Avenue
Neighborhood/Council District:	Washington Park/ Council District 6
RNOs:	Washington Park East Neighborhood Association Denver Downtown Capitol Hill Alliance (DDCHA) Denver Neighborhood Association, Inc. Inter-Neighborhood Cooperation
Area of Property:	106,722 SF square feet or 2.45 acres
Current Zoning:	S-SU-D
Proposed Zoning:	PUD-G #
Property Owner(s):	Amy Loper; Sawaya Family Trust; Montjoy Kugeler; Eric Schwartz; Schwartz Family Trust; Cedar Terrace; Alexander Ringsby; Gray Ringsby; Eric Ringsby; Cedar-Harrisburg Trust;
Owner Representative:	Amy Loper

### Summary of Rezoning Request

This map amendment request is proposed in order to correct an error in the zone map as a result of the 2010 update to the Denver Zoning Code. The property, currently zoned S (Suburban) – SU (Single Unit) – D (6,000 SF minimum lot size), was formerly zoned R-1, a single family zone district on which the current S-SU-D designation was based. This Former Chapter 59 zoning allowing for one dwelling unit per zone lot is very similar to the current S-SU-D zoning. However, also recorded against the subject properties was a Planned Building Group (PBG) site plan that allowed multiple buildings on a zone lot in addition to other specific deviations from the former R-1 zoning. This PBG was not discovered at the time of the map amendment updates in 2010, resulting in an unintentional rezoning of the subject property as part of the citywide update. Because this site actually developed with multiple primary structures on a single zone lot under the Cedar Terrace PBG site plans consistent, property owners now are unable to easily make improvements to their properties under the S-SU-D zoning.



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Rezoning Application #2012I-00039  
1683-1695 E. Cedar Avenue  
May 7, 2013  
Page 2

The property is located in Central Denver

Specifically, the subject site is located in Council District 6 – Charlie Brown.

The Cedar Terrace properties and associated Homeowners Association are all located within the statistical Washington Park neighborhood

The site, identified in the aerial to the right, is located to the north of the bulk of residential development in this neighborhood. Because of the special features of the Former Chapter 59 planned building group site plan, six primary dwelling units exist on one zone lot of approximately 2.45 acres. The site is also contains accessory structures and a community swimming pool.

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Staff worked with the applicants to identify a reasonable and practical zoning solution to give the Cedar Terrace property owners the same zoning allowances they enjoyed before the 2010 zone map error. Staff recommended and this application seeks an amendment to change the S-SU-D zoning to a Planned Unit Development (PUD) – General (G). The proposed PUD district is based on the Suburban Neighborhood Context zone district S-SU-D, and codifies the deviations to building height, number of structures on the zone lot, and open space requirements unique to the Cedar Terrace site development.

Generally, a Planned Unit Development Zone District (“PUD District”) provides an alternative to a standard DZC zone district, and combines land use, density, site plan and building form elements into a new zone district tailored or customized for a specific development site. A PUD District is intended to respond to unique and extraordinary circumstances, where more flexible zoning than what is achievable through a standard Zone District is desirable, and where multiple zoning variances, waivers, and conditions can be avoided. The intention behind the Cedar Terrace PUD District is to retain the unique site plan obligations that were part of the original PBG site development plan, including the unique deviations to building height, number of structures per zone lot, and several standards related to the provision of substantial common open space.

**Proposed General (G) PUD District Plan**

When development is to proceed in phases or over an extended period of time, or when more general zoning is desired prior to preparation of more detailed site development and pre-construction plans, the applicant may submit a “General PUD District Plan” covering the entire PUD District. After the PUD District rezoning with a General PUD District Plan is approved, one or more specific site development plans are submitted for each phase of development, and must follow the general development concept established in the General PUD District Plan. See Section 12.4.3, Site Development Plan, for the procedure and review criteria applicable to site development plans. In the case of Cedar Terrace, after approval of the proposed PUD-G zoning, the previously approved Cedar Terrace PBG site plan will be re-filed and recorded as the new site development plan for this property.

**Cedar Terrace General PUD Proposal - All S-SU-D zoning standards shall apply except for the following proposed deviations intended to match the previously approved Cedar Terrace PBG site plan:**

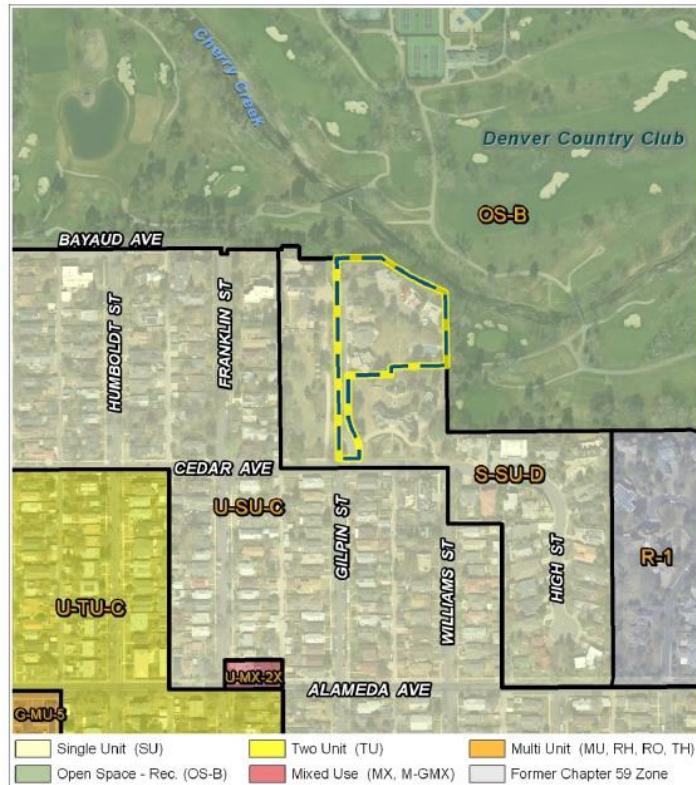
<b>Allowable Land Uses</b>	Single-unit dwelling land uses and associated community facilities, such as swimming pool and club house.
<b>Intensity of Development</b>	2,000 SF building pad per primary structure; 6,000 SF gross dwelling area per unit; 7 maximum dwelling units per zone lot Required bulk plane measured from side interior zone lot lines
<b>Building Form Standards</b>	20' setback from Primary Street-Cedar Avenue 5' side and rear setbacks
<b>Open Space</b>	Minimum 3,000 SF of open space per dwelling unit

### **Existing Context**

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	S-SU-D	Single Unit	6 single unit residences; 2 stories; flag lot off of Cedar Avenue with clustered housing and a common open space	The Washington Park neighborhood to the west and south of this property is largely single family residential, with some two-unit development south of Cedar Avenue. Blocks are largely urban in nature to the south, although Cedar Terrace and the immediate neighbors to the southeast and north of Alameda are more suburban in context, with curvilinear streets and access off of private drives.
North	OS-B	Denver Country Club	Open space	
South	U-SU-C	Single Unit	1-2 ½ stories	
East	OS-B, S-SU-D	Denver Country Club; Single Unit	Open space; 1-2 ½ stories	
West	U-SU-C	Single Unit	1-2 ½ stories	

### Existing Zoning

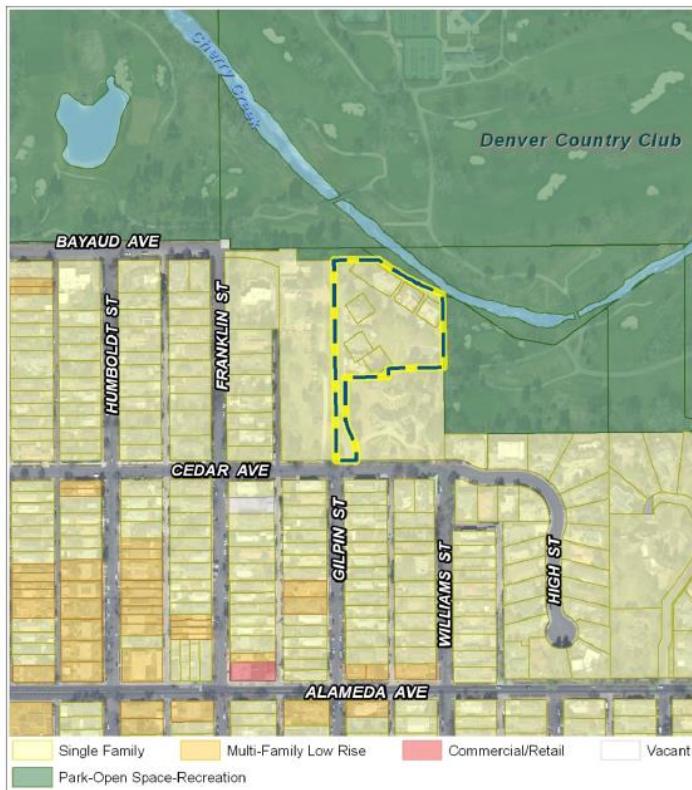


S-SU-D is a single unit residential zone district that allows a primary structure to be built on a zone lot that is a minimum of 6,000 square feet in area. Building/structures are subject to a maximum building height of 30 feet (increased to 35 feet for lots more than 50 feet wide). A maximum of 50% building coverage is allowed per zone lot, including all detached accessory structures.

### 1. Planned Building Group

The intention of the proposed PUD rezoning is to design the PUD in accordance with the formerly approved Cedar Terrace Amendment Planned Building Group site plan. The details of the Cedar Terrace Amended PBG are explained above in the Summary of the Rezoning Request.

### 2. Existing Land Use Map



Rezoning Application #2012I-00039  
1683-1695 E. Cedar Avenue  
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**3. Existing Building Form and Scale**

*Cedar Terrace driveway and view toward east*



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### **Summary of City Agency Referral Comments**

As part of the DZC review process, the rezoning application is referred to potentially affected city agencies and departments for comment. A summary of agency referral responses follows:

**Asset Management:** Approve – No comments.

**Denver Fire Department:** Approve Rezoning Only – will require additional information at site plan review.

**Development Services – Wastewater:** Approve-No Comments.

**Public Works – City Surveyor:** Legal is approved.

### **Public Review Process**

- CPD staff provided informational notice of receipt of the rezoning application to affected members of City Council and registered neighborhood organizations on March 18, 2013.
- The property was legally posted for a period of 15 days announcing the April 3, 2013 Denver Planning Board public hearing, and written notification of the hearing has been sent to all affected registered neighborhood organizations and City Council members for both Planning Board and LUTI.
- City Council was updated on the status of this application upon information notification on March 18, 2013, and has been in contact with the applicants to understand the intent and context of the amendment. Staff has reached out to the Council District to ensure an understanding of the intent and effects of this amendment.
- The property was legally posted for a period of 15 days announcing the May 13, 2013 Denver City Council public hearing and written notification of the hearing has been sent to all affected registered neighborhood organizations and City Council members .
- **Registered Neighborhood Organizations (RNOs)**
  - Staff has not received any formal responses from the listed RNOs. However, Staff did receive a call from the Washington Park East Neighborhood Association to inquire about the nature of this zone map amendment. The call was returned and a message left for the inquiring party.
- **Other Public Comment**
  - Staff responded to an inquiry from the adjacent neighboring owner of the Weckbaugh-Willbants residence (directly south of Cedar Terrace). The owner was briefed on the intent and effects of this amendment.

### **Criteria for Review / Staff Evaluation**

The criteria for review of this rezoning application are found in DZC, Sections 12.4.10.13, 12.4.10.14, and 12.4.10.15, as follows:

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**DZC Section 12.4.10.13**

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

**DZC Section 12.4.10.14**

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

**DZC Section 12.4.10.15 Additional Review Criteria for Rezoning to PUD District**

- A. The PUD District is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development) of this Code
- B. The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6
- C. 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
- D. The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property; and
- E. 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).

**1. Consistency with Adopted Plans**

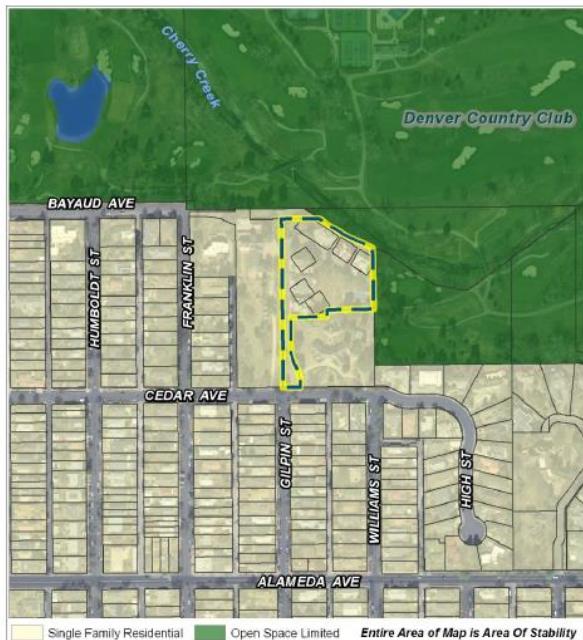
**Denver Comprehensive Plan 2000**

The proposal is consistent with the Denver Comprehensive Plan, most critically: Land Use Objective 3; Preserve and enhance the individuality, diversity and livability of Denver's neighborhoods and expand the vitality of Denver's business centers. The proposed map amendment and PUD is consistent with preservation of neighborhood individuality and preserves the existing context.

**Blueprint Denver**

According to the 2002 Plan Map adopted in Blueprint Denver, this site has a concept future land use designation of "Single Family Residential" and is located in a designated Area of Stability.

**Future Land Use**



The Single Family Residential designation is intended to preserve Denver's stable residential neighborhoods, recognizing a predominant residential land use over other uses with less integration of mixed use except the occasional corner retail. This is usually further from downtown with a lower density of 6-10 DUs/acre and occurs in larger blocks between 200-600 acres total. (p.65) The proposed PUD based on the S-SU-D zone district adheres to these principles, and with the deviations outlined in the PUD, reinforces the original intent of the Cedar Terrace Amended Planned Building Group which results in a uniquely suburban-rural layout. This site includes a large common open space shared among the units and is located in a topographically challenging environment adjacent to Cherry Creek where a more suburban, lower density context is appropriate.

**Area of Change / Area of Stability**

The subject site is located within an Area of Stability (AOS). In general: "The goal for Areas of Stability is to identify and maintain the character of an area while accommodating some new development and redevelopment." (Blueprint, p. 120). Within Areas of Stability are more detailed designations of Committed Areas and Reinvestment Areas, the latter derived from the principle that it is desirable in certain neighborhoods at certain locations to reinvest through modest infill and redevelopment. The Cedar Terrace property falls within a designated "Committed Area," which is described as an established neighborhood that may benefit from the stabilizing effects of minor infill development. Blueprint Denver, on page 122, reinforces the fact that reinvestment in Washington Park is not necessary to improve its established character. Thus, when proposed change is proposed in a Committed Area such as Washington Park, such as this proposed map amendment, the effects of that change should primarily reinforce and support land use and building character that already exist in the neighborhood.

**Street Classifications**

Cedar Avenue is the only street that accesses the subject property. This street is identified as an Undesignated Local in Blueprint Denver. Alameda Avenue is the closest Residential Arterial Street one block south of the Cedar Avenue access. Local streets are designed to provide local access, less influenced by traffic volumes and typically carry lower speeds. These streets are characteristic of those within residential neighborhood areas of stability.

**2. Uniformity of District Regulations and Restrictions**

The proposed rezoning to PUD-G will result in the uniform application of zone district building form, use and design regulations within the PUD zone district.

**3. Public Health, Safety and General Welfare**

The proposed official map amendment furthers the public health, safety, and general welfare of the City.

**4. Justifying Circumstance**

See DZC, Section 12.10.14.A: The existing zoning of the land was the result of an error. In order to correct the error, Staff has determined a PUD-G with deviations specific to the original intent of the Cedar Terrace neighborhood is the most appropriate tool to allow property owners the same development entitlements as existed on the property prior to the error.

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

The proposed PUD-G zone district has been drafted based on the S-SU-D zone district, a Suburban Neighborhood Context zone. The Suburban Neighborhood context generally consists of single family and multifamily residential land uses on relatively large lots (6,000 square feet and larger) segregated from community-serving commercial and retail land uses located along corridors on major collector and arterial streets. The proposed rezoning of the subject property will result in building forms and land uses consistent with the Suburban Neighborhood context.

**6. Additional Review Criteria for Rezoning to PUD District**

- A. The PUD District is consistent with the intent and purpose of such districts stated in Article 9, Division 9.6 (Planned Unit Development) of this Code. In this case, a PUD-G district is a reasonable way to address a specific error made on the zone map in 2010, which is adversely affecting the rights of property owners to improve their homes in the future.
- B. The PUD District and the PUD District Plan comply with all applicable standards and criteria stated in Division 9.6. Further, subsequent to the approval of the PUD-G rezoning, Staff will work with the applicant to re-file and record the previously approved Cedar Terrace PBG site plan as the new site development plan for this property.

Rezoning Application #2012I-00039  
1683-1695 E. Cedar Avenue  
May 7, 2013  
Page 12

C. 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. While the proposed PUD-G will be based on the standard S-SU-D district, the PUD District includes several deviations and allowances from the S-SU-D district necessary to capture and perpetuate existing development in Cedar Terrace. These deviations from the existing zone district are best accommodated in a PUD zone district rather than through multiple waivers and conditions.

See complete PUD document attached to this staff report for more details.

Key Deviations from the S-SU-D Zone District are summarized below:

Key characteristics of S-SU-D	Deviations
Minimum lot area 6,000 SF	Building height = 36' (no relationship to lot width)
Suburban house building form	Units per zone lot = 7 (multiple buildings on one zone lot)
Building height = 30'/up to 35' for lots over 50' in width	Floor area per unit = 6,000 SF maximum
Units per zone lot = 1	Building pad per structure = 2,000 SF maximum
Floor area per unit = NA	Maximum Building coverage = 50% of zone lot
Maximum building coverage = 50%	Open Space = Minimum 3,000 SF per unit

- D. The PUD District, the PUD District Plan establish permitted uses that are compatible with existing land uses adjacent to the subject property; and
- E. 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).

### **Staff Recommendation**

Based on the analysis set forth above, CPD staff finds that the application for rezoning the property located at 1683-1695 E. Cedar Avenue to a PUD-G# zone district meets the requisite review criteria. Accordingly, staff recommends *approval*.

### **Planning Board Recommendation**

At their regular meeting on April 3, 2013, the Denver Planning Board voted 10-0 to recommend *approval* of the proposed map amendment. The city Council LUTI Committee moved to forward this item to City Council for public hearing at their regular meeting on April 9<sup>th</sup>.

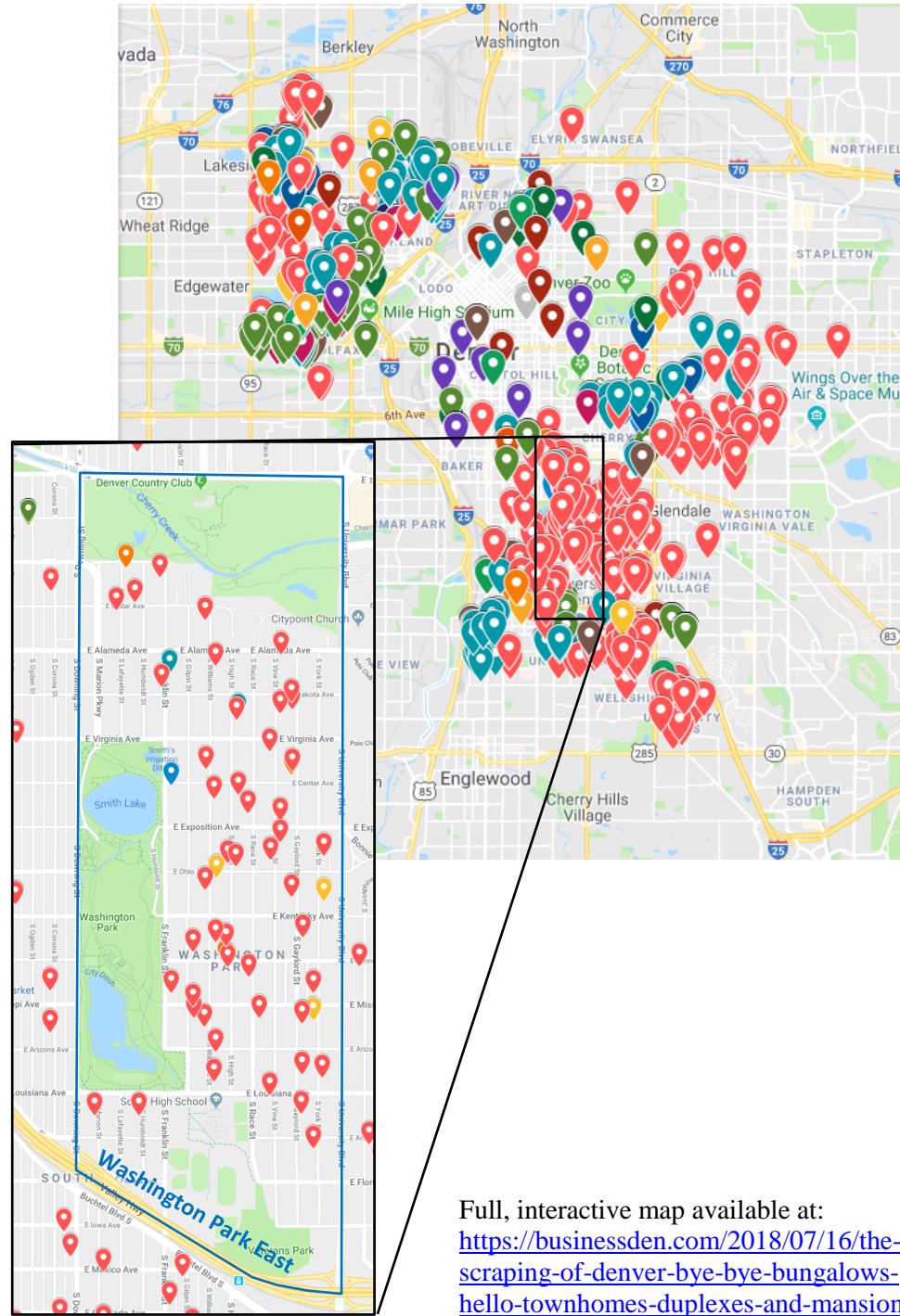
### **Attachments**

1. Application and proposed PUD-G document

November 20, 2018  
Page C-12

## APPENDIX D: MAP OF 2016-2018 SCRAPES

- 📍 1F to 1F
- 📍 1F to townhomes
- 📍 1F to 2F
- 📍 Demo -- townhomes
- 📍 2F to townhomes
- 📍 Apt. to townhomes
- 📍 2F to 2F
- 📍 1F to Apt.
- 📍 Demo -- accessory dwelling
- 📍 Demo -- multi-unit apt.
- 📍 Demo -- mixed use
- 📍 1F to Accessory
- 📍 Demo -- 1F
- 📍 1F to mixed use
- 📍 2F to 1F
- 📍 2F to Apt.
- 📍 Apt. to 2F
- 📍 1F addition
- 📍 2F addition
- 📍 Apt. to 1F
- 📍 Other / No data



Full, interactive map available at:  
<https://businessden.com/2018/07/16/the-scraping-of-denver-bye-bye-bungalows-hello-townhomes-duplexes-and-mansion-s-depending-on-neighborhood/>

Owner Name: Cedar Terrace Homeowners Association  
Owner Address: 1699 E. Cedar Avenue  
Denver, Colorado 80209

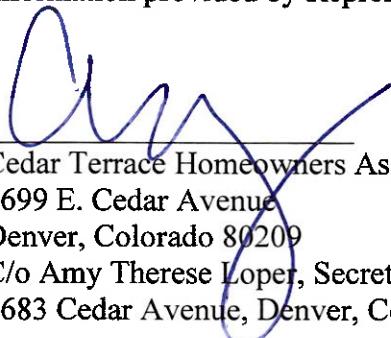
**September 24, 2018**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

Re: Authorization with respect to certain real property with the address set forth above (“**Property**”) for a zone map amendment (rezoning) application for the real property subject to PUD-G#5 (the “**PUD**”), which includes the Property, in the City and County of Denver, Colorado (“**City**”)

Ladies and Gentlemen:

The undersigned (collectively, “**Owner**”), as owners of the Property, hereby designate Philipp Stephanus (“**Representative**”) as authorized representative of Owner to submit on behalf of Owner all applications and supporting materials required or requested by the City in connection with the proposed amendment to the PUD and any related development approvals in connection therewith. In furtherance of the foregoing, Owner requests that any verbal or written communication regarding this application be given to Representative pursuant to such contact information provided by Representative to the City.

  
Cedar Terrace Homeowners Association, by Amy Therese Loper, Secretary  
1699 E. Cedar Avenue  
Denver, Colorado 80209  
C/o Amy Therese Loper, Secretary  
1683 Cedar Avenue, Denver, Colorado 80209

# 1691 E CEDAR AVE

**Owner** CEDAR TERRACE  
1691 E CEDAR AVE  
DENVER , CO 80209-2602

**Schedule Number** 05116-03-018-000

**Legal Description** CEDAR TERRACE EXC L1 TO 7 & EXC COMMON AREA BETWEEN LTS 4 & 5 EXC BEG NWLY COR L4 TH S33.2815W 41.87FT N56.3026W 53.29FT N 3.38FT N88.1115E 67.54FT TPOB

**Property Type**

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	OTHER	<b>Building Sq. Foot:</b>	0
<b>Bedrooms:</b>		<b>Baths Full/Half:</b>	0/0
<b>Effective Year Built:</b>	0000	<b>Basement/Finish:</b>	0/0
<b>Lot Size:</b>	71,023	<b>Zoned As:</b>	PUD-G

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

### Current Year

#### Actual   Assessed   Exempt

Land	\$100	\$30	\$17,980
Improvements	\$61,900	\$17,950	
Total	\$62,000	\$17,980	

### Prior Year

#### Actual   Assessed   Exempt

Land	\$100	\$30	\$18,010
Improvements	\$62,000	\$17,980	
Total	\$62,100	\$18,010	

## Real Estates Property Taxes for current tax year

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

<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>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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>	\$30.00	<b>Assessed Improvements</b>	\$17,980.00
<b>Exemption</b>	\$18,010.00	<b>Total Assessed Value</b>	\$0.00

Amended and Restated By Laws  
Cedar Terrace Homeowners Association, Inc.  
June 19, 2018

## ARTICLE I: NAME

The name of the Corporation is Cedar Terrace Homeowners Association, Inc., a non profit corporation incorporated in the State of Colorado.

## ARTICLE II: PURPOSE

- (i) To perform and carry out all the obligations imposed upon it and to carry out all the rights, powers, privileges, and immunities conferred upon it by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cedar Terrace dated 26<sup>th</sup> day of April, 2017, (Declarations)
- (ii) To own, manage, maintain, repair, rebuild, operate, safeguard, insure, convey and otherwise to deal in and with all Common Facilities described in the Declaration; and
- (iii) To act in every other way that may be appropriate on behalf of the owners of interest in the Properties.

## ARTICLE III: MEMBERSHIP

- (i) The members of the corporation shall be those persons (individuals, corporation, partnership or other entity) who are owners of the Lots in the Property. Acquisition of a Lot shall automatically constitute the purchaser a membership without the necessity of any election by the Association to membership, and without the necessity of any instrument or act on the part of the owner, her predecessor in title or the Association. An owner shall have no power to elect not to become a member and no power to resign from membership so long as she shall continue to own the Lot whether or not she shall use the Common Facilities.
- (ii) If any Lot shall at any time be owned by more than one person, all shall collectively hold one membership and all must join in exercising the voting power conferred by such membership. Each shall be jointly and severally liable for the payment of all easements and the discharge of all other obligations arising from such ownership of the Lot.
- (iii) Conveyance of any Lot automatically shall terminate the grantor's membership (unless she shall continue to own another Lot) but shall not excuse the grantor from her obligations to pay assessments or other charges levied before her conveyance is made and recorded.
- (iv) Each Lot is entitled to one vote in all matters related to the Association. Pursuant to the Declarations and for purposes of the By-Laws, Lots 4 and 5 shall be deemed to be a single Lot and the owner thereof may cast only one vote for the combined Lots.

- (v) The owner of the Mansion Tract (1701 East Cedar Avenue and further described in Article 2.7 of the declarations) shall not automatically be a member of the Association, but shall have the right from time to time, and at any time, to join the Association upon the same terms and conditions and with the same financial obligations and commitments as membership is extended to owners of lots.

#### ARTICLE IV: BOARD OF DIRECTORS

- (i) **MEMBERSHIP ON BOARD OF DIRECTORS:** The Board of Directors of the Association shall be comprised of six members (or seven members if the Mansion Tract elects to be a member of the Association). The owner(s) of each Lot shall select one natural person to represent such owner(s) as a Director. The owner(s) of the Lot represented by a person may remove such person from the Board for any reason or for no reason at any time but each Lot shall have one owner (who is a natural person) to serve on the Board. Each owner of a lot shall provide each other owner of a Lot the name, address, telephone number and email address of their representative on the Board and notice of any changes in their representative on the Board.
- (ii) **DUTIES OF THE BOARD OF DIRECTORS:** The control and management of the affairs of the corporation and of the disposition of its funds and property shall be vested in a board of directors.
- (iii) **TERM OF OFFICE:** Each Lot owner(s) shall remain a Director as long as that person continues to own the Lot which confers such membership upon her.
- (iv) **VOTING:** Each Director shall have the right to cast one vote for each Lot owned by her on the record date for such meeting or if no record date shall be fixed, at the time such vote is to be cast. Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Director or her duly authorized attorney. No proxy shall be valid after the expiration of one year from the date of its execution. Each proxy shall be revocable at the pleasure of the person executing the proxy or her personal representative or assigns. For purposes of these By-Laws, Lots 4 and 5 shall be deemed to be a single Lot and the owner(s) thereof may cast one vote for the combined Lots. A majority of the Directors shall be required to pass a resolution of the Board of Directors. A majority shall mean four of six members (or four of seven members should the Mansion Tract join the Association).

#### ARTICLE V: OFFICERS

- (i) **GENERAL:** The officers of the corporation shall be president, secretary, and treasurer who shall be elected annually by vote of the Directors and

who shall hold office until their respective successors are elected. All officers shall be Directors or a spouse thereof. One person may hold any two offices, except that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent or employee are not prescribed by the By-Laws or by the Board of Directors, such officer, agent or employee shall follow the orders and instructions of the members upon a vote of 4 of the 6 Lots.

- (ii) PRESIDENT: The president shall be the chief executive officer of the corporation and shall have general and active control of the affairs and business and general supervision of its officers, agents and employees. The president shall have custody of the treasurer's bond, if any. Except in an emergency, the president may take formal action on behalf of the corporation only when authorized by the vote of at least 4 Directors, which may include the vote of the president.
- (iii) SECRETARY: The secretary shall keep the minutes of all proceedings of the Board of Directors and of the members. The secretary shall attend to giving the notices to the members and Directors, and to other notices required by the Declarations or by these By-Laws. She shall have charge of the membership book and minute book and such other books and papers as the board may direct and she shall perform all other duties normally incident to the office of secretary. The books and records kept by the Secretary may be in electronic form.
- (iv) TREASURER: The treasurer shall be the principal financial officer of the corporation and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit, invest and discharge the same in accordance with the instructions of the Board of Directors. The treasurer shall receive and give receipts for moneys paid on account of the corporation and shall pay all bills and other just debts of the corporation. She shall perform all duties normally incident to the office of treasurer and, upon request by the Board, shall make such reports, including an annual budget, to the Board as may be required from time to time. She shall, if required by the Directors, give the Association a bond in the sums and with such sureties as shall be satisfactory to the Directors, conditioned upon the faithful performance of his duties and for the restoration to the corporation in case of her death, resignation, retirement or removal from office of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. She shall have such other powers and perform such other duties as may be from time to time prescribed by the Board of Directors or the president. The treasurer shall also be the principal accounting officer of the corporation. She shall prescribe and maintain or cause to be maintained the method and systems of accounting to be followed, file all local, state and federal tax returns, prescribe and maintain an adequate system of audit, and prepare or cause to be prepared and furnish to the president and the Board of

Directors statements of account showing the financial position of the Association and the results of its operations.

## ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE

- (i) **MEMBERSHIP:** The committee shall be comprised of all the members of the Board or Directors of the Association. The owner of the Mansion Tract shall be a non-voting member of the committee.
- (ii) **DUTIES:** The committee may establish standards and regulations relating to all matters within the ambit of the committee's authority or discretion as provided by the Declarations. The committee, acting by majority, shall have the authority to employ architects, land planners, engineers and such other professionals as it deems appropriate.
- (iii) **CHANGE OF EXISTING STATE OF THE PROPERTY, LOT OR RESIDENCE:** The existing condition of any part of the property, Lot or residence shall not be altered in any manner without the prior approval of the committee. Written plans, specifications and other material describing in reasonable detail any contemplated change in the existing condition of any part of the property, Lot or residence shall be submitted to the committee for approval. The committee shall have the authority to reject any proposed change and shall have no obligation to explain or justify its decision.

## ARTICLE VII: MEETINGS

- (i) **ANNUAL MEETINGS:** The annual meeting of the Board of Directors for the election of officers and for the transaction of such other business as may properly come before the meeting shall be held between June 1 and August 31 of each year on a date selected by a majority of the members. A Director, or a proxy of a Director, may attend any annual meeting by telephone. Directors may invite guests to the annual meeting unless opposed by 4 of the other members.
- (ii) **SPECIAL MEETINGS:** Special meetings may be called for any purpose or purposes by any member on the written request of at least four members. Such request shall state the date and hour, the place and purpose(s) of the meeting and must be sent to all members no fewer than 10 days prior to the proposed date of the meeting. Any member or her proxy may attend any special meeting by telephone. Members may invite guests to special meetings unless opposed by 4 of the other members. See Declarations Article 5.6 for Notice and Quorum for Special Assessment Meetings.
- (iii) **NOTICE OF MEETINGS:** Notice of time and place to all meetings and the purpose of all special meetings shall be given to the members by electronic mail unless a member requests notice by U.S. Mail to a designated address provided by the member to the Secretary.

- (iv) QUORUM: At a meeting of the membership, at least four of those members having the right to vote shall constitute a quorum except as otherwise provided by law, by the Declarations, or by the Articles of Incorporation. A lesser number may adjourn any meeting and the meeting may be held as adjourned at a time agreed to by four of the members.
- (v) ACTION WITHOUT MEETING: Any action which may be taken at a meeting may be taken without a meeting if consent in writing setting forth the action so taken is signed by at least four of the member and delivered to the Secretary. A member's consent may be communicated by electronic mail (without the necessity of a signature as long as the email clearly states that the sender approves the consent) or via U.S. Mail or overnight delivery service. Such consent shall be sent to the Secretary.
- (vi) ACTIONS TAKEN IN EMERGENCIES: Actions taken in emergencies shall be in conformity with VIII(iv).
- (vii) SUSPENSION: The voting rights of any member whose assessments have not been paid within 60 days of the due date shall be suspended until the assessments have been paid in full.

## ARTICLE VIII: ASSESSMENTS

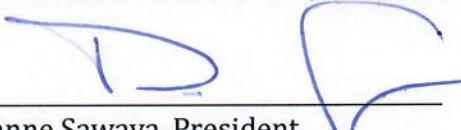
- (i) TYPE OF ASSESSMENTS: Every current Owner of a Lot and each subsequent Owner of a Lot agrees to pay to the Association the following assessments and charges: (1) Annual Assessments, (2) Special Assessments, (3) Reserve Contributions if any, (4) Individual Purpose Assessments if any. Annual and Special Assessments shall be allocated equally to each Lot with each Lot to bear one sixth of the total amount of each Assessment.
- (ii) ANNUAL ASSESSMENTS: Annual Assessments provide for the maintenance, repair and replacement of the Common Facilities and other purposes of the Association. The amount of the Annual Assessment shall be determined by the annual budget adopted by a majority vote of the Board of Directors.
- (iii) SPECIAL ASSESSMENTS: Special Assessments are for capital improvements and extraordinary expenses and emergency repairs and must be adopted by a majority vote of the Board of Directors.
- (iv) EMERGENCY ASSESSMENTS; "Emergency" is defined as a condition or situation that threatens the integrity of Association property and which requires a decision about the need for action in fewer than 48 hours. If action can wait for more than 48 hours, a majority vote must be obtained. In the event a member believes that an Emergency Assessment is needed, that member shall immediately notify all other members via e-mail. A member may advance emergency funds and such expenditures shall be deemed ratified by the members if needed within 48 hours. A member who does not respond within 48 hours of notification shall be deemed to have approved of the Emergency Assessment.

## ARTICLE IX: MISCELLANEOUS

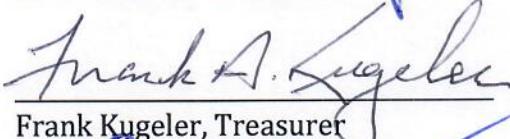
- (i) GOVERNING DOCUMENTS; The governing documents shall be the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cedar Terrace dated 26<sup>th</sup> day of April, 2017, or as further amended, and The Colorado Non-Profit Corporation Law as amended.
- (ii) AMENDMENTS: The Membership shall have the power to make, amend and repeal these by laws at any regular meeting of the Board of Directors or at a special meeting called for that purpose. At least four of the members must approve any changes. If the amendments affect any rights of a First Mortgagee, all mortgagees must approve.
- (iii) DECLARATIONS TO GOVERN: In case any provision of these by was conflict with the Declaration, the terms of the Declaration shall govern. The members, board, officers and committees shall have no right, power, or authority, by act or omission, to violate any provision of the Declaration.

APPROVED AND ADOPTED BY THE CEDAR TERRACE HOMEOWNER'S ASSOCIATION THIS 19th DAY OF JUNE, 2018.

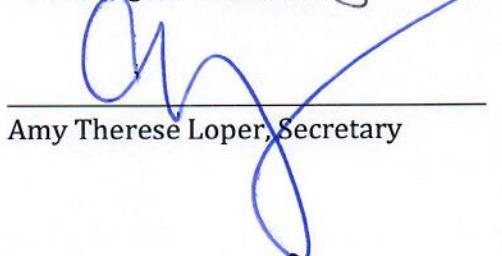
BY:



Dianne Sawaya, President



Frank Kugeler, Treasurer



Amy Therese Loper, Secretary

# Cedar Terrace Home Owners Association Meeting

## 6/19/18

---

Date: 8/13/18      Time: 6:15 PM      Location: Kugeler's Home

Attending: Dianne Sawaya, Steve Berman, Karen Ringsby, Mimi & Phillip Stephanus, Monty & Frank Kugeler and Amy Loper.

### **A. ROAD**

1. Discuss Diann's pavers and raveling issues.
2. Pavers: Dianne has a bid
3. Raveling: Dianne got opinion. Mile High work mediocre to substandard.
4. Unanimous vote to continue holding 100% of the funds.
5. Unanimous vote for letter to be sent to Mile High.
6. Seal coating was excluded from the terms of contract with Mile High.  
Discussed seal coating summer of 2019.

**B. EASEMENT FOR KUGELER DECK.** Unanimous vote to grant an easement for the encroachment of Kugeler deck onto common area.

**C. TRIANGLE CONVEYENCE TO STEPHANUS:** Unanimous vote to convey triangle to Stephanus as shown on the survey (report and plat). The conveyance shall have the same restrictions as the recent deed to Sawaya.

**D. OFFICERS:** Unanimous votes: Steve Berman, President, Dianne Sawaya, Treasurer, Amy Loper, Secretary. Address of bills will be changed to Sawaya residence. Loper will be registered agent for service of process. Frank will assist with bank resolution to change signators on HOA bank account to Dianne and Steve

**E. PUD:** Need to amend the PUD was discussed. No house meets the 2,000 sq. ft. pad requirement. Homeowners vote to remove that

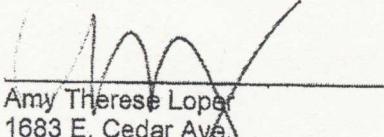
requirement. Homeowners generally in favor of approximately 6,000 sq. foot footprint limitation but this needs to be discussed before final proposal is presented to the city. Monty and Phillip advise that the proposed amendment requires unanimous homeowners' approval and approval by the city. Stephanus and Kugeler agreed to share cost of attorney between themselves.

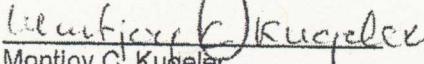
**F. POOL:** Action Pool advises that the area around the pool needs to be grouted. Homeowners approve grouting. Steve Berman to get bid and advise homeowners of cost.

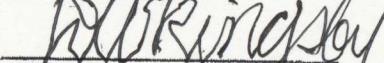
THE MEMBERS OF THE CEDAR TERRACE HOMEOWNERS' ASSOCIATION  
UNANIMOUSLY RESOLVE AS FOLLOWS:

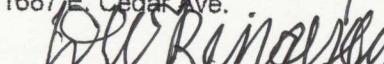
The Members of Cedar Terrace HOA unanimously approve an amendment to the PUD removing the 2,000 sq. ft. building pad and 6,000 sq. ft. gross floor area limitations, clarifying that the set-back requirement is relative to the public portion of East Cedar Ave. and adding language that PUD amendments may be made through the administrative change process.

Approved by the members on September 29, 2018 and signed as follows:

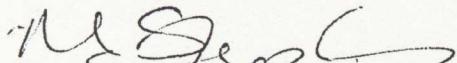
  
Amy Therese Loper  
1683 E. Cedar Ave.

  
Montjoy C. Kugeler  
1685 E. Cedar Ave.

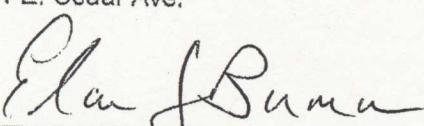
  
Alexander H. Ringsby by Donald Ringsby POA  
1687 E. Cedar Ave.

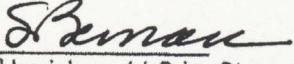
  
Eric W. Ringsby by Donald Ringsby POA  
1687 E. Cedar Ave.

  
Gray E. Ringsby by Donald Ringsby POA  
1687 E. Cedar Ave.

  
Mary Stephanus  
1691 E. Cedar Ave.

  
Philipp H. Stephanus  
1691 E. Cedar Ave.

  
Decade Investments Ltd. by Steve Berman  
1693 E. Cedar Ave.

  
Cedar-Harrisburg LLC by Steve Berman  
1693 E. Cedar Ave.

  
Dianne L. Sawaya  
1695 E. Cedar Ave.

Owner(s) Name: Amy Therese Loper  
Owner(s) Address: 1683 E. Cedar Avenue  
Denver, Colorado 80209

**September 24, 2018**

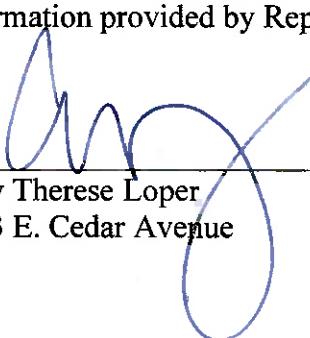
Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

Re: Authorization with respect to certain real property with the address set forth above (“**Property**”) for a zone map amendment (rezoning) application for the real property subject to PUD-G#5 (the “**PUD**”), which includes the Property, in the City and County of Denver, Colorado (“**City**”)

Ladies and Gentlemen:

The undersigned (collectively, “**Owner**”), as owners of the Property, hereby designate Philipp Stephanus (“**Representative**”) as authorized representative of Owner to submit on behalf of Owner all applications and supporting materials required or requested by the City in connection with the proposed amendment to the PUD and any related development approvals in connection therewith. In furtherance of the foregoing, Owner requests that any verbal or written communication regarding this application be given to Representative pursuant to such contact information provided by Representative to the City.

Amy Therese Loper  
1683 E. Cedar Avenue



# 1683 E CEDAR AVE

**Owner** LOPER,AMY THERESE  
455 N SHERMAN ST 480  
DENVER , CO 80203-4405

**Schedule Number** 05116-03-004-000

**Legal Description** CEDAR TERRACE L1

**Property Type** RESIDENTIAL

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	ONE-STORY	<b>Building Sqr. Foot:</b>	2333
<b>Bedrooms:</b>	1	<b>Baths Full/Half:</b>	3/1
<b>Effective Year Built:</b>	1982	<b>Basement/Finish:</b>	1637/500
<b>Lot Size:</b>	6,072	<b>Zoned As:</b>	PUD-G

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

### Current Year

#### Actual   Assessed   Exempt

Land	\$285,200	\$20,530	\$0
Improvements	\$1,005,000	\$72,360	
Total	\$1,290,200	\$92,890	

### Prior Year

#### Actual   Assessed   Exempt

Land	\$285,200	\$20,530	\$0
Improvements	\$1,005,000	\$72,360	
Total	\$1,290,200	\$92,890	

**Real Estates Property Taxes for current tax year**

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)
<b>Date Paid</b>			4/11/2018
<b>Original Tax Levy</b>	\$3,582.49	\$3,582.49	\$7,164.98
<b>Liens/Fees</b>	\$0.00	\$0.00	\$0.00
<b>Interest</b>	\$0.00	\$0.00	\$0.00
<b>Paid</b>	\$3,582.49	\$3,582.49	\$7,164.98
<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>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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: **\$5,743.36**

**Assessed Value for the current tax year**

<b>Assessed Land</b>	\$20,530.00	<b>Assessed Improvements</b>	\$72,360.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$92,890.00

Owner(s) Name: Cedar Terrace, LLC  
Owner(s) Address: 1685 E. Cedar Avenue  
Denver, Colorado 80209

**November 16, 2018**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

Re: Authorization with respect to certain real property with the address set forth above (“**Property**”) for a zone map amendment (rezoning) application for the real property subject to PUD-G#5 (the “**PUD**”), which includes the Property, in the City and County of Denver, Colorado (“**City**”)

Ladies and Gentlemen:

The undersigned (collectively, “**Owner**”), as owners of the Property, hereby designate Philipp Stephanus (“**Representative**”) as authorized representative of Owner to submit on behalf of Owner all applications and supporting materials required or requested by the City in connection with the proposed amendment to the PUD and any related development approvals in connection therewith. In furtherance of the foregoing, Owner requests that any verbal or written communication regarding this application be given to Representative pursuant to such contact information provided by Representative to the City.



Cedar Terrace, LLC  
1685 E. Cedar Avenue  
By Amy C. Harmon, Manager

# 1685 E CEDAR AVE

**Owner** CEDAR TERRACE LLC  
1685 E CEDAR AVE  
DENVER, CO 80209

**Schedule Number** 05116-03-005-000

**Legal Description** CEDAR TERRACE L2

**Property Type** RESIDENTIAL

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	ONE-STORY	<b>Building Sqr. Foot:</b>	2731
<b>Bedrooms:</b>	1	<b>Baths Full/Half:</b>	4/1
<b>Effective Year Built:</b>	1982	<b>Basement/Finish:</b>	1717/1631
<b>Lot Size:</b>	6,242	<b>Zoned As:</b>	PUD-G

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

### Current Year

Actual	Assessed	Exempt	
Land	\$295,600	\$21,280	\$0
Improvements	\$1,235,500	\$88,960	
Total	\$1,531,100	\$110,240	

### Prior Year

Actual	Assessed	Exempt	
Land	\$295,600	\$21,280	\$0
Improvements	\$1,235,500	\$88,960	
Total	\$1,531,100	\$110,240	

**Real Estates Property Taxes for current tax year**

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

	<b>Installment 1 (Feb 28 Feb 29 in Leap Years)</b>	<b>Installment 2 (Jun 15)</b>	<b>Full Payment (Due Apr 30)</b>
<b>Date Paid</b>	2/28/2018	6/15/2018	
<b>Original Tax Levy</b>	\$4,251.64	\$4,251.62	\$8,503.26
<b>Liens/Fees</b>	\$0.00	\$0.00	\$0.00
<b>Interest</b>	\$0.00	\$0.00	\$0.00
<b>Paid</b>	\$4,251.64	\$4,251.62	\$8,503.26
<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>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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: **\$7,137.00**

**Assessed Value for the current tax year**

<b>Assessed Land</b>	\$21,280.00	<b>Assessed Improvements</b>	\$88,960.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$110,240.00



2018145906

Page: 1 of 1

11/13/2018 09:13 AM  
 City & County of Denver  
 Electronically Recorded

R \$13.00  
 MIS  
 D \$0.00

WHEN RECORDED **CEDAR TERRACE, LLC, A COLORADO LIMITED LIABILITY COMPANY**  
 RETURN TO: **450 EAST 17TH AVENUE, PH1**  
**DENVER, CO 80203**



**STATEMENT OF AUTHORITY**  
 (\$38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity<sup>1</sup> named  
**CEDAR TERRACE, 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
<input type="checkbox"/>	
3. The entity is formed under the laws of **Colorado**
4. The mailing address for the entity is **1685 EAST CEDAR AVENUE, DENVER, CO 80209**
5. The  name  position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **AMY C. HARMON, MANAGER**
6. The authority of the foregoing person(s) to bind the entity:  is<sup>2</sup> 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.<sup>3</sup>**
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 this day of November 9th, 2018

**CEDAR TERRACE, LLC, A COLORADO LIMITED  
 LIABILITY COMPANY**

Amy C. Harmon  
 AMY C. HARMON, MANAGER

State of Colorado

)  
 )ss.  
 )

County of DENVER

**SHANNON RYON  
 NOTARY PUBLIC  
 STATE OF COLORADO**  
 NOTARY ID 20124039734  
 My Commission Expires July 25, 2020

The foregoing instrument was acknowledged before me on this day of November 9th, 2018 by **AMY C. HARMON, AS MANAGER OF  
 CEDAR TERRACE, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: 7-25-20

Shannon Ryon  
 Notary Public

<sup>1</sup>This form should not be used unless the entity is capable of holding title to real property.

<sup>2</sup>The absence of any limitation shall be prima facie evidence that no such limitation exists.

<sup>3</sup>The statement of authority must be recorded to obtain the benefits of the statute.



Owner(s) Name: Alexander, Eric, and Gray Ringsby  
Owner(s) Address: 1687 E. Cedar Avenue  
Denver, Colorado 80209

**September 24, 2018**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

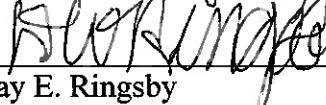
Re: Authorization with respect to certain real property with the address set forth above (“**Property**”) for a zone map amendment (rezoning) application for the real property subject to PUD-G#5 (the “**PUD**”), which includes the Property, in the City and County of Denver, Colorado (“**City**”)

Ladies and Gentlemen:

The undersigned (collectively, “**Owner**”), as owners of the Property, hereby designate Philipp Stephanus (“**Representative**”) as authorized representative of Owner to submit on behalf of Owner all applications and supporting materials required or requested by the City in connection with the proposed amendment to the PUD and any related development approvals in connection therewith. In furtherance of the foregoing, Owner requests that any verbal or written communication regarding this application be given to Representative pursuant to such contact information provided by Representative to the City.

  
Alexander H. Ringsby  
1687 E. Cedar Avenue

  
Eric W. Ringsby  
1687 E. Cedar Avenue

  
Gray E. Ringsby  
1687 E. Cedar Avenue

# 1687 E CEDAR AVE

**Owner** RINGSBY,ALEXANDER H  
RINGSBY,ERIC W  
1123 AURARIA PKWY  
DENVER , CO 80204-1800

**Schedule Number** 05116-03-006-000

**Legal Description** L 3 CEDAR TERRACE

**Property Type** RESIDENTIAL

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	TWO-STORY	<b>Building Sq. Foot:</b>	4601
<b>Bedrooms:</b>	3	<b>Baths Full/Half:</b>	3/1
<b>Effective Year Built:</b>	1995	<b>Basement/Finish:</b>	1381/1243
<b>Lot Size:</b>	6,289	<b>Zoned As:</b>	PUD-G

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

### Current Year

#### Actual   Assessed   Exempt

Land	\$285,200	\$20,530	\$0
Improvements	\$1,785,700	\$128,570	
Total	\$2,070,900	\$149,100	

### Prior Year

#### Actual   Assessed   Exempt

Land	\$285,200	\$20,530	\$0
Improvements	\$1,785,700	\$128,570	
Total	\$2,070,900	\$149,100	

**Real Estates Property Taxes for current tax year**

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)
---	---------------------------	------------------------------

<b>Date Paid</b>	4/18/2018	
<b>Original Tax Levy</b>	\$5,750.35	\$5,750.33
<b>Liens/Fees</b>	\$0.00	\$0.00
<b>Interest</b>	\$0.00	\$0.00
<b>Paid</b>	\$5,750.35	\$5,750.33
<b>Due</b>	\$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> 	Y	<b>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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: **\$8,619.51**

**Assessed Value for the current tax year**

<b>Assessed Land</b>	\$20,530.00	<b>Assessed Improvements</b>	\$128,570.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$149,100.00

Owner(s) Name: Philipp and Mary Stephanus  
Owner(s) Address: 1691 E. Cedar Avenue  
Denver, Colorado 80209

**September 24, 2018**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

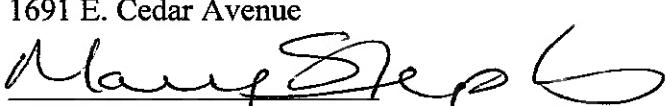
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Ladies and Gentlemen:

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\_\_\_\_\_  
Philipp Stephanus

1691 E. Cedar Avenue

  
\_\_\_\_\_  
Mary Stephanus

1691 E. Cedar Avenue

# 1691 E CEDAR AVE

**Owner** STEPHANUS,PHILIPP H  
1691 E CEDAR AVE  
DENVER , CO 80209-2602

**Schedule Number** 05116-03-019-000

**Legal Description** CEDAR TERRACE BEG NWLY COR L4 TH S33.2815W 41.87FT N56.3026W53.29FT N 3.38FT N88.1115E 67.54FT TPOB TOG/W L4 & 5 & COMMON AREA LYING BTWN SD LOTS

**Property Type** RESIDENTIAL

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	TWO-STORY	<b>Building Sq. Foot:</b>	3123
<b>Bedrooms:</b>	1	<b>Baths Full/Half:</b>	3/1
<b>Effective Year Built:</b>	1984	<b>Basement/Finish:</b>	1897/1800
<b>Lot Size:</b>	10,034	<b>Zoned As:</b>	PUD-G

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

### Current Year

#### Actual   Assessed   Exempt

Land	\$814,400	\$58,640	\$0
Improvements	\$1,864,500	\$134,240	
Total	\$2,678,900	\$192,880	

### Prior Year

#### Actual   Assessed   Exempt

Land	\$814,400	\$58,640	\$0
Improvements	\$902,000	\$64,940	
Total	\$1,716,400	\$123,580	

**Real Estates Property Taxes for current tax year**

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)
---	---------------------------	------------------------------

<b>Date Paid</b>	12/29/2017	
<b>Original Tax Levy</b>	\$4,766.11	\$4,766.11
<b>Liens/Fees</b>	\$0.00	\$0.00
<b>Interest</b>	\$0.00	\$0.00
<b>Paid</b>	\$4,766.11	\$4,766.11
<b>Due</b>	\$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>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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>	\$58,640.00	<b>Assessed Improvements</b>	\$64,940.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$123,580.00

Owner(s) Name: Decade Investments Ltd. by Steve Berman  
Cedar-Harrisburg LLC by Steve Berman  
Owner(s) Address: 1693 E. Cedar Avenue  
Denver, Colorado 80209

**September 24, 2018**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

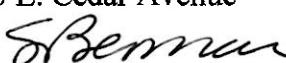
Re: Authorization with respect to certain real property with the address set forth above (“**Property**”) for a zone map amendment (rezoning) application for the real property subject to PUD-G#5 (the “**PUD**”), which includes the **Property**, in the City and County of Denver, Colorado (“**City**”)

Ladies and Gentlemen:

The undersigned (collectively, “**Owner**”), as owners of the **Property**, hereby designate Philipp Stephanus (“**Representative**”) as authorized representative of **Owner** to submit on behalf of **Owner** all applications and supporting materials required or requested by the **City** in connection with the proposed amendment to the **PUD** and any related development approvals in connection therewith. In furtherance of the foregoing, **Owner** requests that any verbal or written communication regarding this application be given to **Representative** pursuant to such contact information provided by **Representative** to the **City**.

  
\_\_\_\_\_  
Decade Investments Ltd. by Steve Berman

1693 E. Cedar Avenue

  
\_\_\_\_\_  
Cedar-Harrisburg LLC by Steve Berman

1693 E. Cedar Avenue

# 1693 E CEDAR AVE

**Owner** CEDAR-HARRISBURG LLC  
CEDAR-HARRISBURG LLC  
1693 E CEDAR AVE  
DENVER , CO 80209-2602

**Schedule Number** 05116-03-009-000

**Legal Description** L 6 CEDAR TERRACE

**Property Type** RESIDENTIAL

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	TWO-STORY	<b>Building Sq. Foot:</b>	3116
<b>Bedrooms:</b>	2	<b>Baths Full/Half:</b>	2/1
<b>Effective Year Built:</b>	1983	<b>Basement/Finish:</b>	1712/1509
<b>Lot Size:</b>	4,500	<b>Zoned As:</b>	PUD-G

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

### Current Year

#### Actual   Assessed   Exempt

Land	\$334,300	\$24,070	\$0
Improvements	\$1,196,500	\$86,150	
Total	\$1,530,800	\$110,220	

### Prior Year

#### Actual   Assessed   Exempt

Land	\$334,300	\$24,070	\$0
Improvements	\$1,196,500	\$86,150	
Total	\$1,530,800	\$110,220	

**Real Estates Property Taxes for current tax year**

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)
---	---------------------------	------------------------------

<b>Date Paid</b>	3/16/2018	
<b>Original Tax Levy</b>	\$4,250.86	\$4,250.85
<b>Liens/Fees</b>	\$0.00	\$0.00
<b>Interest</b>	\$0.00	\$0.00
<b>Paid</b>	\$4,250.86	\$4,250.85
<b>Due</b>	\$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> 	Y	<b>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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: **\$6,563.72**

**Assessed Value for the current tax year**

<b>Assessed Land</b>	\$24,070.00	<b>Assessed Improvements</b>	\$86,150.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$110,220.00

## **OPERATING AGREEMENT OF CEDAR-HARRISBURG LLC**

**THIS OPERATING AGREEMENT** is entered as of May 13, 1997, by and between **STEPHEN BERMAN** and **ELAINE GANTZ BERMAN**, constituting the initial Members of Cedar-Harrisburg LLC, and by and among such other persons as may be admitted by the initial Members as Members pursuant to the Colorado Limited Liability Company Act (the "Act").

The parties hereto desire to enter into the business of purchasing, acquiring, and owning real property in the City and County of Denver, Colorado, as nominee for Stephen Berman and Elaine Gantz Berman and engaging in any and all other lawful businesses to be determined by the Members. The real property to be purchased is the home of Stephen Berman and Elaine Gantz Berman located at 1693 East Cedar Avenue, Denver, Colorado (the "Property") and shall be held by the Company as nominee for them.

**NOW, THEREFORE**, pursuant to the Act, the following shall constitute the Operating Agreement, as amended from time to time, for Cedar-Harrisburg LLC, a Colorado limited liability company.

### **ARTICLE I ORGANIZATION**

**1.1. Formation and Name.** This Company was formed as a limited liability company pursuant to CRS § 7-80-101, et seq., as amended from time to time, known as the Colorado Limited Liability Company Act (the "Act"). Such Company is designated and known as Cedar-Harrisburg LLC (the "Company").

**1.2. Principal Place of Business; Registered Agent.** The principal place of business and registered office of the Company shall be located at 1693 East Cedar Avenue, Denver, Colorado 80209, or at such other place as may be mutually agreed upon by the parties from time to time. Stephen Berman, whose address is 1693 East Cedar Avenue, Denver, Colorado 80209, is hereby designated and appointed the Company's agent for service of process in accordance with § 7-80-301 of the Act. If Stephen Berman resigns or his successor resigns, the Managers shall by majority vote designate a successor. Any agent for service may be changed by majority vote of the Managers.

**1.3. Purposes.** Subject to the recitals hereinabove stated, the purposes of the Company are:

**1.3.1.** To acquire and own the Property as nominee for Stephen Berman and Elaine Gantz Berman, as tenants in common, and engage in such other businesses and purposes as all the Members may from time to time determine in accordance with this Agreement.

1.3.2. To engage in any one or more business transactions necessary or useful to effect the purposes of this Agreement, all as may be determined by the Managers of the Company from time to time.

1.4. **Governmental Regulations.** The Company and the Managers shall use their best efforts to comply with all applicable laws with regard to ownership of its assets.

1.5. **Duration of Company.** The Company shall commence upon the date of this Agreement, as set forth above, and the filing of the Articles of Organization with the Office of Colorado Secretary of State. Unless sooner terminated pursuant to the further provisions of this Agreement, the Company shall continue for a period of thirty (30) years.

1.6. **Conflict Between Articles of Organization and This Agreement.** If there is any conflict between the provisions of the Articles of Organization and this Operating Agreement, the terms of this Operating Agreement shall control. To the extent there is any conflict, the Articles shall be deemed amended.

1.7. **Membership Interest.** Subject to the provisions of Article IV, the respective interests of the Members in and to the net profits or losses of the Company (the "**Membership Interest**") shall be as set forth in this Operating Agreement.

1.8. **Names and Addresses of Members.** The names and addresses of the Members are as follows:

Stephen Berman  
835 Niagara Street  
Denver, Colorado 80220

Elaine Gantz Berman  
835 Niagara Street  
Denver, Colorado 80220

## **ARTICLE II** **MANAGEMENT OF THE COMPANY**

2.1. **Managers.** The business and affairs of the Company shall be managed by the Managers of the Company. There shall be initially two Managers unless all Members consent to changing the number of Managers. At all times there shall be no more than four Managers. Managers need not be Members of the Company or residents of the State of Colorado and shall be elected at the annual meeting of Members or some adjournment thereof. Managers shall hold office until the next succeeding annual meeting of Members and until their successors shall have been elected and shall qualify. Only Members may increase or decrease the number of Managers by unanimous consent.

2.2. **Regular Meetings.** A regular, annual meeting of the Managers shall be held at the same place as, and immediately after, the annual meeting of Members, and no notice shall

be required in connection therewith. The annual meeting of the Managers shall be for the purpose of the transaction of such business as may come before the meeting. The Managers may provide by resolution the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

**2.3. Special Meetings.** Special meetings of the Managers may be called by or at the request of any Manager. The person or persons authorized to call special meetings of the Managers may fix any place whatsoever as the place for holding any special meeting of the Managers called by him or her or them.

**2.4. Notice.** Written notice of any special meeting of Managers shall be given as follows:

2.4.1. by mail to each Manager at his or her business address at least three (3) days prior to the meeting; or

2.4.2. by personal delivery, facsimile, or telegram at least twenty-four (24) hours prior to the meeting to the business address of each Manager, or, in the event such notice is given on a Saturday, Sunday, or holiday, to the residence address of each Manager. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered when such notice is actually faxed; and if such notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered by the telegraph company. Any Manager may waive notice of any meeting. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened.

**2.5. Vacancies and Increase in Number of Managers.** Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office; provided, however, if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of Members holding at least a majority of all Interests. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office only until the next election of Managers by the Members.

**2.6. Compensation.** By resolution of the Managers and irrespective of any personal interest of any of the Managers, each Manager may be paid his out-of-pocket expenses, if any, of attendance at each meeting of the Managers but shall not be paid a salary as Manager or a fixed sum for attendance at each meeting of the Managers without the consent of all the Members. No such payment shall preclude any Manager from serving the Company in any other capacity, but he shall not receive compensation therefor without the consent of all the Members.

**2.7. Removal of Managers.** Any Manager or Managers of the Company may be removed at any time, with or without cause, at a special meeting of the Members specifically called for such purpose and by a majority vote of the Membership Interest of Members of the Company present at such special meeting, so long as a quorum is present at such special meeting as set forth in Article V.

**2.8. Resignations.** A Manager of the Company may resign at any time by giving written notice to the remaining Managers of the Company. The resignation shall take effect upon the date of receipt of such notice or at any later period of time specified therein. The acceptance of such resignation shall not be necessary to make it effective, unless the resignation requires it to be effective as such.

**2.9. Specific Powers of Each Manager.** The provisions set forth in this Article in no manner limit the power or authority of each Manager to act on behalf of or by the Company or transact business on behalf of the Company as provided by the Act. Without limiting the rights and powers given each Manager under the Act or otherwise by this Agreement, each Manager shall have the following specific powers in furtherance of the business of this Company:

2.9.1. to purchase and mortgage the Property as nominee for Stephen Berman and Elaine Gantz Berman;

2.9.2. to use the Company's capital, loan proceeds, revenues, or income for the payment of any and all costs and expenses of the Company's business and activities; and in connection therewith, to execute and deliver all checks, drafts, and other orders for the payment of Company obligations;

2.9.3. to make all financing decisions required to be made by the Company relating to its business or businesses;

2.9.4. to enter into, execute, and deliver (i) all deeds, assignments, notes, deeds of trust, mortgages, receipts, releases, discharges, and other instruments and documents deemed by the Manager to be necessary or appropriate for the conduct of the Company's business or businesses on behalf of the Company or for the performance or exercise of the Manager's duties or powers under this Agreement and pursuant to the Act; and (ii) all other instruments of any kind or character relating to the affairs of the Company or its business or businesses, whether like or unlike the foregoing;

2.9.5. to incur indebtedness and other obligations on behalf of the Company in furtherance of the Company's business or businesses. The power to incur indebtedness shall include the power to borrow money from banks, other lending institutions, the Members, or affiliates of Members on such terms as the Manager shall deem appropriate and to execute promissory notes; and, if securities are required therefor, to mortgage, deed, entrust, pledge, or subject all or any portion of the assets of the Company or of the business on behalf of the Company, to execute any security

device, to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any Deed of Trust or other security device;

2.9.6. to acquire and enter into any contract, including but not limited to leases, or secure insurance which the Manager deems necessary or appropriate for the protection of the Company, for the conservation of the Company and/or business assets, or for any purpose convenient and beneficial to the Company;

2.9.7. to employ or cause to be retained agents from time to time to render the type of services generally needed in the operation and management of the business of the Company, including but not limited to accountants, attorneys, engineers, architects, contractors, insurance brokers, and real estate brokers, on such terms and for such compensation as the Manager shall determine to be reasonable and in the best interest of the Company;

2.9.8. to determine the appropriate accounting method or methods to be used by the Company;

2.9.9. to execute, acknowledge, and deliver any and all instruments to effectuate the foregoing and to take all such action in connection therewith as a Manager shall deem necessary or appropriate.

The above enumeration of powers shall not require the exercise of any such power by any Manager except in his, her, or their sole discretion or as otherwise required by this Agreement. A Manager shall not be liable to the Company or any Member for any act or omission performed or omitted by it in good faith pursuant to the authority granted to it by this Agreement, except for fraud, wilful misconduct, or gross negligence.

Unless authorized to do so by this Operating Agreement or by a Manager or Managers of the Company, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily for any purpose; provided, however, a Manager may act by a duly authorized attorney-in-fact.

**2.10. Operations.** The day-to-day operation and management of the affairs of the Company, including the management of its rights, duties, and obligations in respect of the business, shall be the obligation and responsibility of the Managers. The Managers, however, shall not be required to manage the business or businesses of the Company but may select either a Manager or Managers or a non-affiliated third party to provide this service. The Managers shall devote themselves to the Company's business to the extent it is necessary for the efficient carrying on thereof, without any fee or compensation therefor.

## **2.11. Acts Requiring Special Approval.**

2.11.1. Notwithstanding anything to the contrary contained herein, the Managers shall not do any of the following unless the same has been approved by a vote of Members owning at least 66⅔% of the total Interests in the Company:

- 2.11.1.a. confess a judgment against the Company;
- 2.11.1.b. file a petition of bankruptcy on behalf of the Company;
- 2.11.1.c. make an assignment of the Company's assets for the benefit of creditors;
- 2.11.1.d. not follow the joint instructions of Stephen Berman and Elaine Gantz Berman.

2.12. **No Exclusive Duty to Company.** A Manager shall not be required to manage the Company as his sole and exclusive function, and the Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom.

2.13. **Bank Accounts.** A Manager may from time to time open bank accounts in the name of the Company, and a Manager shall be the sole signatory thereon unless the Manager determines otherwise. A Manager may designate any party to be a signatory on such accounts in place of the Manager.

2.14. **Indemnification.** Except to the extent prohibited or disallowed under applicable law, and except to the extent the Managers commit fraud, gross negligence, or wilful misconduct, the Managers shall not have any liability, responsibility, or accountability in damages or otherwise to any other Member or the Company for, and the Company agrees to indemnify, pay, protect, and hold harmless the Managers (on demand of and to the satisfaction of the Managers) from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses, and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of defense, appeal, and settlement of any and all suits, actions, or proceedings instituted against the Managers or the Company and all costs of investigation in connection therewith) which may be imposed on, incurred by, or asserted against the Managers or the Company in any way relating to, arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Company or on the part of a Manager or Managers in connection with the formation, operation, and/or management of the Company, the Company's purchase and operation of the Property, and/or as a result of the Managers' agreement to act as Managers of the Company. If any action, suit, or proceeding shall be pending or threatened against the Company or a Manager or Managers relating to or arising, or alleged to relate to or arise, out of any such action or non-action, a Manager or Managers

shall have the right to employ, at the expense of the Company, separate counsel of such Manager or Managers' choice in such action, suit, or proceeding. The satisfaction of the obligations of the Company under this Section shall be from and limited to the assets of the Company, and no Member shall have any personal liability on account thereof. The foregoing rights of indemnification are in addition to and shall not be a limitation on any rights of indemnification as provided in C.R.S. § 7-80-410 of the Act, as such may be amended from time to time.

The indemnification set forth in this paragraph shall in no event cause the Members to incur any liability beyond their total Capital Contributions plus their share of any undistributed profits of the Company; nor shall it result in any liability of the Members to any third party.

## **ARTICLE III** **CAPITAL CONTRIBUTIONS**

**3.1. Initial Members.** The initial Members of the Company have made the following capital contributions to the Company in the following dollar amounts, resulting in a Percentage of Membership Interest in the Company set forth after their respective names. Such percentage of Membership Interest is subject to change on a proportional basis as follows upon the admitting of any new Members to the Company in accordance with Section 3.2 of this Article.

<b>Member</b>	<b>Capital Contribution</b>	<b>Percentage of Interest (Initial)</b>
Stephen Berman	\$50	50%
Elaine Gantz Berman	\$50	50%

The Percentage of Interest shall be the Membership Interest. Additional capital contributions may be made at any time by the initial Members in a manner as to maintain the pre-existing percentages unless both initial Members agree to change such percentages.

**3.2. Additional Capital Contributions.** Additional capital contributions may be required of the Members by unanimous consent of the Members at such times and in such amounts as the Managers and Members unanimously agree, subject to the Managers' obligation to conform to the budget.

**3.3. Capital Accounts.** A separate Capital Account will be maintained for each Member.

**3.3.1.** Each Member's capital account ("Capital Account") shall at all times be increased by (a) the Member's capital contributions; (b) the Members' share of the gains, profits, income, and items thereof as reflected on the Company's tax return; and (c) the fair market value of property contributed by such Member to the Company (net

of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code). Each Member's Capital Account shall be decreased by (i) the Member's shares of distributions of cash or property, valued at fair market value plus (ii) such Member's share of losses, deductions, and items thereof as reflected on the Company's tax return.

3.3.2. In the event of a permitted sale or exchange of an Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Interest.

3.3.3. The manner in which Capital Accounts are to be maintained pursuant to this section is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder.

3.3.4. Upon liquidation of the Company (or any Member's Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days after the end of the taxable year (or if later, within ninety (90) days after the date of the liquidation).

**3.4. Withdrawal or Reduction of Members' Contributions to Capital.** A Member shall not receive out of the Company's property any part of its contributions to capital until all liabilities of the Company, except liabilities to Members on account of their contributions to capital, have been paid or there remains property of the Company sufficient to pay them. A Member, irrespective of the nature of its contribution, has the right to demand and receive only cash in return for its contribution to capital.

**3.5. Loans.** If necessary to meet operating expense or to finance new investments, the Company may, as determined by the Managers, borrow money from one or any of the Managers, Members, or third persons. In the event a loan agreement is negotiated with a Manager or Member, he or she shall be entitled to receive interest at a rate and upon such terms to be determined by the Managers, excluding the Manager making said loan, if applicable; and said loan shall be repaid to the Manager or Member as soon as the affairs of the Company will permit. The loan shall be evidenced by a promissory note obligating the assets of the Company. Such interest and repayment of the amounts so loaned are to be entitled to priority of payment over the division and distribution of capital and profit among the Members.

## **ARTICLE IV** **DISTRIBUTIONS, EXPENSES, PROFITS, AND LOSSES**

**4.1. Sources of Cash.** The Managers shall have the authority to draw on the capital contributed, cash, and any Company loan funds as may be reasonably required to comply with the provisions of this Agreement and to satisfy any and all obligations of the Company.

The authority to draw on third-party loan funds shall be subject to compliance with the requirements imposed by each respective lender.

**4.2. Distributable Cash.** The "net cash flow" of the Company shall mean, for purposes of this Agreement, all revenues generated by the Company from Company properties (excluding, however, capital contributions to the Company) less all cash expenditures for the debts and expenses of the Company, principal payments on any indebtedness of the Company, capital expenditures, and reasonable reserves otherwise required for the Company business. All of the net cash flow, as defined above, shall be distributed among the Members on the basis of their respective percentages of Membership Interest at the time of such distribution if so determined by the Managers. The Company shall always retain only such amounts of cash as may be reasonably required to carry on its activities and satisfy its obligation and expenses, such amount to be determined by the Managers from time to time. Distributions of cash shall be made only following a review of the cash position of the Company and projected future needs for and demands on cash and only to the extent prudently determined to be excess following satisfaction of such needs and demands. In no event, however, may a distribution of assets be made to a Member if, after giving effect to the distribution, all liabilities of the Company, other than the liabilities to Members on account of their capital and income accounts, would exceed the fair value of the Company assets.

**4.3. Payment of Expenses.** Expenses of the Company shall include, without limitation, contingency reserves, insurance and bonding charges, and the expenses of the Company's business, including but not limited to employee salaries, management fees, costs, of inventory, fees to governmental entities, real and personal property taxes, assessments, legal and accounting expenses, maintenance expense, interest and principal expense, commissions, loan fees and loan closing costs, advertisement, and any other expenses required to be incurred or paid by the Company to effect the purpose hereof which are reasonable in amount and are properly chargeable against the income derived from the Company's business in accordance with generally accepted accounting principals applied on a consistent basis.

**4.4. Allocation of Gain and Loss.** The gain or loss incurred by the Company for each fiscal year of the Company shall be allocated to each Member in accordance with, and in proportion to, such Member's percentage of Membership Interest in the Company as it may then exist.

**4.5. Determination of Gain or Loss.** Gain or loss of the Company shall mean the items of Company income, gain, loss, deduction, or credit of the Company as determined for federal and state income tax purposes by the Company's accountants, and to the extent not inconsistent, in accordance with generally accepted accounting principles applied on a consistent basis.

**4.6. Disproportionate Capital Accounts.** No interest or additional allocation of profits, losses, gains, deductions, and credits shall inure to any Member by reason of his or

her capital account being proportionately in excess of the capital accounts of the other Members.

## **ARTICLE V** **MEMBERS AND MEETING THEREOF**

**5.1. Admission of Members.** A person may be admitted as an additional Member of the Company only upon the written consent of all Members of the Company.

**5.2. Members of Record.** Only Members of Record on the books of the Company shall be entitled to be treated by the Company as holders in fact of the Membership Interest standing in their respective names; and the Company shall not be bound to recognize any equitable or other claim to, or interest in, any percentage of Membership Interest on the part of any other person, firm, or corporation, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the State of Colorado pertaining to Limited Liability Companies. If a Member of the Company has attempted to dispose of his/her or its interest in the Company but did not obtain the approval of the transfer or assignment by unanimous written consent of the remaining Members, the transferee or assignee of such Member's interest shall have no right to participate in the management of the business and affairs of the Company; and such transferee or assignee shall not be a Member of record on the books of the Company for any purposes under this Article.

**5.3. Members' Personal Debts.** In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall promptly pay all debts owing by him and shall indemnify the Company from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

**5.4. Alienation of Membership Interest.** No Member shall, except as provided herein, sell, assign, mortgage, or otherwise encumber his Membership Interest in the Company or in its capital assets or property or enter into any agreement of any kind that will result in any person, firm, or other organization becoming interested with him in the Company or do any act detrimental to the best interests of the Company.

**5.5. Meetings.** Meetings of Members may be held at the principal office of the Company or at such other place as specified from time to time by the Managers. If the Managers shall specify another location, such change in location shall be recorded on the notice calling such meeting.

**5.6. Annual Meeting.** If new members are admitted, in the absence of a resolution of the Managers providing otherwise, there shall be an annual meeting of Members of the Company for the purpose of the election of Managers and for the transaction of such other business as may properly come before the meeting shall be held either on the first Tuesday of May of each year or at such time as may be determined by Managers by resolution in conformance with the laws of the State of Colorado. If new members are admitted and if the election of Managers shall not be held on the day so designated for any annual meeting of the

Members, the Managers shall cause the election to be held at a special meeting of the Members as soon thereafter as may be convenient.

**5.7. Special Meetings.** Special meetings of Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or Managers, the holders of not less than one-fourth (1/4) of all the Members entitled to vote at the meeting, or legal counsel of the Company as last designated by resolution of the Managers.

**5.8. Notice.** Written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered unless otherwise prescribed by statute not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any Manager or person calling the meeting to each Member of record entitled to vote at such meeting. Any Member may waive notice of any meeting. Notice to Members of record, if mailed, shall be deemed delivered as to any Member of record, when deposited in the United States mail, addressed to the Member at his address as it appears of record, with postage thereon prepaid; but if three successive letters mailed to the last-known address of any Member of record are returned as undeliverable, no further notices to such Member shall be necessary until another address for such Member is made known to the Company.

**5.9. Meeting of All Members.** If all of the Members shall meet at any time and place and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice; and at such meeting, any Company action may be taken.

**5.10. Waiver of Notice.** When any notice is required to be given to any Member under the provisions of the Act or under the provisions of the Article of Organization or this Agreement, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

5.10.1. By attending a meeting, a Member:

5.10.1.a. waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transaction of business at the meeting;

5.10.1.b. waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

**5.11. Action by Members Without a Meeting.** Action required or permitted by the Act to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote. Action taken under this subsection is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

**5.12. Quorum.** A majority of the outstanding percentages of Membership Interest of the Company entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of Members, except as otherwise provided by the Act. In the absence of a quorum at any such meeting, a majority of the Membership Interests so represented may adjourn the meeting from time to time. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting.

**5.13. Manner of Acting.** If a quorum is present, the affirmative vote of the majority of the Membership Interests represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is otherwise required by statute or this Agreement.

**5.14. Proxies.** At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution unless otherwise provided in the proxy.

**5.15. Voting of Membership Interest.** Unless otherwise provided by this Agreement or by the Articles of Organization, each Member entitled to vote shall be entitled to vote in proportion to his, her, or its capital contribution to the Company. A Member may vote in person or by proxy at any meeting of Members. All decisions of the Members shall be made by a majority vote at a properly called meeting of the Members at which a quorum is present or by unanimous written consent of the Members.

**5.16. Election of Managers.** Stephen Berman and Elaine Gantz Berman shall be the Managers. If new members are admitted, Managers shall thereafter be elected at the annual meeting, with cumulative voting.

## ARTICLE VI BOOKS AND RECORDS

**6.1. Location of Records.** The books and records of the Company shall be maintained at the principal office of the Company or at such other place as the Managers by vote or consent shall designate. accounts

**6.2. Records and Accounts.** At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep the following records:

6.2.1. a current list of the full name and last known business, residence, or mailing address of each Member and Manager, both past and present;

6.2.2. a copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

6.2.3. copies of the Company's federal, state, and local income tax returns and reports, if any, for the six (6) most recent years;

6.2.4. copies of the Company's currently effective written Operating Agreement; copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property, or services; and copies of any financial statements of the Company for the six (6) most recent years;

6.2.5. minutes of every annual, special, and court-ordered meeting;

6.2.6. any written consents obtained from Members for actions taken by Members without a meeting; and

6.2.7. any record which the Act requires the Company to keep.

The Company's books shall be kept and its financial statements prepared under the method of accounting described herein.

**6.3. Returns and Other Elections.** The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year. For Colorado tax purposes, the Managers shall file with the Colorado Department of Revenue, together with the Company's annual Colorado return, an agreement of each nonresident Member to file a proper Colorado tax return and to make timely payment of all Colorado taxes imposed with respect to each Member's share of the Company income, as required by CRS § 39-22-601(4.5). The Members acknowledge that the federal and state tax returns shall be filed in a manner consistent with the treatment of the Company as a partnership for tax purposes.

All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their discretion.

**6.4. Periodic Reports.** The Managers shall prepare and deliver to the Members an annual statement of receipts and payments and any other reports deemed necessary by the Managers. Other statements, schedules, or information may be provided upon request and within a reasonable period of time after such request.

**6.5. Financial Statements.** The Managers may cause to be prepared and furnished to the Members, when the Managers deem it necessary, an unaudited financial statement for the Company, prepared by the Company's certified public accountants. Such statement shall include a balance sheet, a statement of capital accounts of the Members, a statement of operation, and a statement of cash receipts and disbursements. In addition, on or before March 15 of each year, the Managers shall cause to be prepared and shall deliver to the Members a Company tax return setting forth in sufficient detail all such information and data with respect to business transactions effected by or involving the Company during such fiscal year as shall enable the Members to prepare their income tax returns in accordance with the laws, rules, and regulations then prevailing. The Managers shall also, from time to time, render to the Members such other financial and business reports as the Members may reasonably require.

## **ARTICLE VII** **LIMITATION OF LIABILITY, COMPETITION, AND INDEMNIFICATION**

**7.1. Liabilities - Other Activities.** It is specifically understood and agreed between the Members that this Company extends only to and is limited to the rights and obligations under this Agreement, and nothing herein shall be construed to constitute any Member the agent or partner of any other Member for purposes beyond this Company, nor in any manner to limit the Members in the carrying on of their respective businesses or activities other than the activities included within the scope of the Company.

**7.2. Competition.** Each Member hereby acknowledges that this Company pertains solely to the Property or as further agreed upon by all the Members. Each Member expressly recognizes that the Members and/or their partners, officers, directors, Members, or affiliates are or may be active in other business ventures or real estate investment, including those in competition with the Company. Nothing in this Agreement may be construed so as to grant any right, privilege, or option to any Member to participate in any manner in any other limited liability company, corporation, partnership, limited partnership, venture, or investment in which any other Member or its partners, officers, directors, Members, or affiliates may participate. Each of the Members expressly waives the doctrine of Company corporate opportunity or similar legal theory and consents to investment by any other Member or its partners, officers, directors, Members, or affiliates in any other investment without consultation with the other Members or the Company and without offering the other Members in the Company any interest in such activity.

## **ARTICLE VIII** **TRANSFERS**

### **8.1. Transfer and Assignability by Members.**

**8.1.1.** The interest of each Member may be transferred or assigned as provided in this Article. However, if all of the other Members of the Company other than the Member proposing to dispose of his or its interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's

interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions, to which that Member would otherwise be entitled. If the Members do not approve the proposed transfer or assignment as set forth above, all Members shall be obligated and shall vote in the affirmative to continue the business of the Company.

8.1.2. A Member may not assign, sell, offer for sale, transfer, pledge, or hypothecate all or any part of his or her interest in the Company unless the Member shall have furnished the Company with an opinion of counsel, in form and substance acceptable to the Managers, to the effect that the proposed transaction is not violative of any applicable federal or state securities laws and will not terminate the Company pursuant to the Internal Revenue Code or result in a change in tax treatment.

8.1.3. A Substituted Member is a person admitted to all the rights of a Member who has died or has assigned his or her interest in the Company with the approval of all the Members of the Company by unanimous written consent. The Substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of his or her assignor.

**8.2. Admission of Assignee As Member.** Except as otherwise provided in this Agreement, as conditions to its admission as a Member:

8.2.1. Any assignee, legatee, distributee, transferee, or successor of a Member shall receive the prior written consent of all the remaining Members to such admission as a Member, which consent shall not be unreasonably withheld; and

8.2.2. Such assignee, legatee, distributee, transferee, or successor of a Member shall obtain, execute, and deliver such instruments, in form and substance satisfactory to the Managers, as the Managers shall deem necessary or desirable to cause it to become a Member.

8.2.3. Such assignee shall pay all the Company's costs, expenses, and attorney's fees associated with the transfer.

**8.3. Rights of Company and Managers Regarding Transfers.** The Company and the Managers shall be entitled to treat the record owner of any Membership Interest as the absolute owner thereof in all respect and shall incur no liability for distributions of cash or other property made in good faith to that record owner until such time as a written assignment has been received and accepted by the Company and Managers and recorded on the books of the Company.

## ARTICLE IX

### TERM, DISSOLUTION, LIQUIDATION, AND TERMINATION

**9.1. Term and Termination.** The Company shall commence on the earlier of the date hereof and the filing of its Articles of Organization with the office of the Colorado Secretary of State and shall continue for a period of thirty (30) years unless and until sooner terminated as provided herein.

**9.2. Dissolution.** The Company shall dissolve upon the earliest of the following events (hereinafter the "**Dissolution Date**"):

9.2.1. the expiration of thirty (30) years after the date hereof as set forth in Section 9.1 above;

9.2.2. the unanimous written agreement of all Members to dissolve the Company;

9.2.3. upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company unless there are at least two (2) remaining Members and the business of the Company is continued by the Consent of all the remaining Members within ninety (90) days after the termination, with such right of consent to continue the Company specifically being provided for herein. Should an event occur under this Section 9.2.3 which would result in a dissolution of the Company, all Members shall be obligated to vote in the affirmative to continue the business of the Company and for the Company to either terminate or to purchase the deceased, retired, resigned, expelled, or bankrupt Member's ("**Withdrawn Member**") Membership Interest as set forth in this Agreement in the case of a deceased Member. A closing date (the "**Closing Date**") for the purchase of the Membership Interest of the Withdrawn Member shall be a date chosen by the Managers within sixty (60) days of the Consent by the remaining Members to continue the business of the Company.

#### **9.3. Purchase of Withdrawn Member's Membership Interest.**

9.3.1. The purchase price of the Withdrawn Member's Membership Interest shall be calculated as provided herein but with a fair market value as the price. The purchase price is subject to setoff for any damages incurred as the result of the Withdrawn Member's actions, and nothing in this paragraph is intended to impair the Company's right to recover damages for the Withdrawn Member's wrongful dissolution of the Company by reason of the Withdrawn Member's expulsion, retirement, resignation, or bankruptcy.

9.3.2. The purchase price determined under Section 9.3.1 shall be paid to the Withdrawn Member as follows:

9.3.2.a. twenty-nine percent (29%) of the purchase price due for such Interest (hereinafter, where appropriate, referred to as the "**Purchase Price**") shall be paid on the Closing Date; and

9.3.2.b. the remainder of the Purchase Price shall be paid in three (3) equal consecutive annual installments on each anniversary of the closing date over a period, beginning with the year following the calendar year in which the sale occurred (hereinafter referred to as the "**Installment Payment Period**").

9.3.2.c. anything contained in this Article IX to the contrary notwithstanding, the entire unpaid balance of the Purchase Price shall become immediately due and payable upon the sale, exchange, transfer, or other disposition of all or substantially all of the property or assets of the Company.

9.3.3. The Company shall pay simple interest at a rate that shall be equal to the prime rate of interest then being charged by Norwest Bank or its successor to its highest credit-rated corporate borrowers on short-term unsecured commercial borrowings on the unpaid balance of the Purchase Price on each anniversary of the closing date during the Installment Period.

9.3.4. **Delivery of Evidence of Interest.** On the Closing Date and upon the first payment, the personal representatives of the Decedent or the heir, the Withdrawn Member, the personal representative of the Withdrawn Member (in the event of the bankruptcy of the Withdrawn Member), or the Expelled Member, as the case may be, shall execute, acknowledge, seal, and deliver to the Company such instrument or instruments of transfer to evidence the purchase of the Interest (the "**Instrument of Transfer**") that shall be reasonably requested by counsel to the Company in form and substance reasonably satisfactory to such counsel. If the tender of the first payment thereof, shall be refused or if the Instrument of Transfer shall not be delivered contemporaneously with the first payment thereof as aforesaid, the Managers shall be appointed, and the same are hereby irrevocably constituted and appointed, the attorney-in-fact with full power and authority to execute, acknowledge, seal, and deliver the Instrument of Transfer.

9.3.5. The Effective Date shall be the date of death of a deceased Member; the date personal notice is received; or the date three days after the date the certified mail is postmarked, in the case of a retired, resigned, or expelled Member; or the date the notice is delivered to the Withdrawn Member or to the place of business of the Company, in case of bankruptcy of a Member.

9.4. **Expulsion of a Member.** A Member shall be expelled from the Company if a Member shall materially violate any of the provisions of this Agreement.

9.4.1. **Notice of Expulsion.** Upon the occurrence of an event described in this Section 9.4, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail,

return receipt requested, to his or her last known place of residence, as shown on the books of the Company. Upon the receipt of personal notice, or the date three days after the date of the postmark for certified mail, the violating Member shall be considered expelled and shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Section 9.3 or 9.9.

**9.5. Bankruptcy of a Member.** A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is not dismissed within sixty (60) days or makes an assignment for the benefit of creditors, or otherwise takes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in the full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act. The Effective Date of a Member's bankruptcy shall be the date that the Managers, having learned of the Member's bankruptcy, give notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by leaving the same at the place of business of the Company. As of the Effective Date, the bankrupt Member shall have no further rights as a Member of the Company except to receive the amounts to which he or she is entitled under Sections 9.3 or 9.9.

**9.6. Retirement or Resignation of a Member.** A Member shall have the right, at any time, to retire or resign as a Member of the Company by giving three (3) months' notice to the Company at the Company's place of business but shall be liable for damages for breach of this Operating Agreement.

**9.6.1. Consequences of Retirement or Resignation If the Business Is Continued.** Upon giving notice of an intention to retire or resign, the Withdrawn Member shall be entitled to have his or her Membership Interest purchased as provided in Section 9.3. Upon the receipt of notice of the remaining Members' election to continue the business, the Membership Interest of the Withdrawn Member in the Company shall cease and terminate; and the Withdrawn Member shall only be entitled to the payments provided in Section 9.3.

**9.6.2. Consequences of Retirement or Resignation If the Business Is Not Continued.** If the remaining Members elect not to continue the business upon retirement or resignation of a Member or are unable to do so by law, the Withdrawn Member shall only be entitled to his or her interest in liquidation, subject to any setoff for damages caused by the Member's retirement or resignation.

**9.7. Death of a Member.** Upon the death of a Member, the deceased Member's rights as Member of the Company shall cease and terminate except as provided in this Section 9.7.

**9.7.1. Consequences of Death If Business Is Continued.** If the surviving Members elect to continue the business as provided in Section 9.2, the Managers shall serve notice in writing of such election, within three (3) months after the death of the decedent, upon the personal representative, executor, or administrator of the

decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last known address of such heir. The personal representative or legal representative of the estate of the deceased Member shall have thirty (30) days to provide written notice to the Company of the person or persons to whom the deceased Member's Membership Interest was devised together with a consent by such person(s) as to the terms and conditions of this Agreement.

**9.7.2. Consequences of Death If the Business Is Not Continued.** If the remaining Members elect not to continue the business upon death of a Member or are unable to do so by law, the heirs of the deceased Member shall only be entitled to his or her interest in liquidation, as stated in Section 9.7.

**9.8. Intent to Dissolve and Dissolution.** As soon as possible following the occurrence of any of the events specified in this Section effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the Colorado Secretary of State and shall file the same with the office of the Colorado Secretary of State. Upon the filing with the Colorado Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business except insofar as may be necessary for the winding up of its business; but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

**9.9. Distribution of Assets upon Dissolution.** In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

9.9.1. those to creditors, in the order of priority as provided by law except those to Members of the Company on account of their capital contributions; and

9.9.2. those to Members of the Company with respect to their Capital Accounts.

**9.10. Articles of Dissolution.** When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the Colorado Act.

**9.11. Compliance with Law.** Upon dissolution of the Company, the Members will comply with all laws respecting same required by the State of Colorado and any applicable federal laws.

**9.12. Termination.** Upon the Distribution Date and the filing of Articles of Dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the Colorado Act. The Managers shall

thereafter be trustee for the Members and creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

**9.13. Winding Up.** Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his, her, or its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary to accomplish such distribution, including but not limited to selling any Company assets the Managers deem necessary or appropriate to sell.

## ARTICLE X MISCELLANEOUS

**10.1. Conflicts of Interest.** The fact that a party is employed by or is directly or indirectly interest in or connected with any person, firm, or corporation employed by the Company to render or perform services or from whom the Company may buy supplies, materials, or other property shall not prohibit the Managers from employing such person, firm, or corporation or from otherwise dealing with the same. However, it is expressly understood that any such employment or other dealing shall be on an arm's-length basis and on terms not less favorable to the Company than available on a competitive basis from unrelated persons, firms, or corporations. It is anticipated that a Manager may (i) purchase or sell real estate for his own account or for the account of other entities to which he is affiliated (including other limited liability companies); (ii) organize other limited liability companies, corporations, partnerships, or limited partnerships to acquire property in any location, including property located near the Property of the Company; or (iii) otherwise engage in the acquisition, development, sale, lease, or financing of real property and businesses similar to that of the Company which may compete with the Business of the Companies or the time commitment of the Manager. However, nothing contained herein will obviate the Manager's fiduciary duties to the Members hereunder.

**10.2. Inspection.** Each member or its authorized representative may examine any of the books or records of the Company at any reasonable time upon reasonable notice.

**10.3. Notices.** Any notice given with respect to this Agreement shall be in writing and be deemed given and received seventy-two (72) hours after the same is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Members at their respective addresses set forth beside their signatures hereto, or at such other address as a Member may from time to time designate by written notice to the Company unless such other time period is designated for a specific notice in this Agreement.

**10.4. Non-Waiver of Rights and Breaches.** No failure or delay of a Member in the exercise of any right or remedy given to such Member hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude other or further exercise thereof or of any other right or remedy. The waiver by a Member of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

**10.5. Further Instruments.** The Members hereunder shall from time to time execute and deliver such further instruments as any other Member or its counsel may reasonably request to effectuate the intent of this Agreement.

**10.6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

**10.7. Entire Agreement.** This Agreement constitutes the entire understanding between the Members with respect to the subject matter hereof. This Agreement may not be amended, modified, or changed except in the form of a written instrument executed by all the Members hereto.

**10.8. Colorado Law.** This Agreement and its application shall be governed by the laws of the State of Colorado, including but not limited to the Act.

**10.9. Captions.** Any titles or captions of articles or paragraphs contained in this Agreement are for convenience only and shall not be deemed party of the context of this Agreement.

**10.10. Successors and Assigns.** Except as otherwise herein provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective successors, heirs, or assigns.

**10.11. Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration in accordance with the Colorado statute and the rules then existing of the American Arbitration Association. Judgment upon the award rendered by said arbitration may be entered in any court having jurisdiction thereof. Costs of arbitration shall be determined by the arbitrator.

**10.12. Investment Intent.** In acquiring an ownership interest in the Company, each Member warrants and represents to the other Members that it is acquiring such ownership interest for its own account for investment and not with a view to its sale or distribution. Each Member recognizes that his or her investment is highly speculative and involves substantial risks wherein the Member could lose his or her entire investment.

**10.13. Lack of Registration.** The Members recognize that (i) no ownership interest has been registered under the Securities Act of 1933, as amended, in reliance upon an exemption for such registration; (ii) no Member may sell, offer for sale, transfer, pledge, or hypothecate its ownership interest in the Company, or any portion thereof, in the absence of an effective registration statement covering such interest under the Securities Act of 1933, unless such sale, offer of sale, transfer, pledge, or hypothecation is exempt from registration under the Securities Act of 1933, as amended; (iii) the Company has no obligation to register the ownership interests for sale or to assist in establishing an exemption from registration for any proposed sale; and (iv) the restrictions on transfer severely affect the liquidity of the Company's investment.

**10.14. Severability.** The provisions of this Agreement are severable and separate; and if one or more is voidable or void by statute or rule of law, the remaining provisions shall be severed therefrom and shall remain in full force and effect.

**10.15. Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

**10.16. Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**10.17. Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or creditors of any Member.

**10.18. Waiver of Action for Partition.** Each Member irrevocably waives during the term of the Company any right it may have to maintain an action for partition with respect to the property of the Company.

**10.19. Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural; and the masculine gender shall include the feminine and neuter genders and vice versa.

EXECUTED as of this 13<sup>th</sup> day of May, 1997.

MEMBERS	ADDRESS
<u>Stephen Berman</u> Stephen Berman	835 Niagara Street Denver, Colorado 80220
<u>Elaine Gantz Berman</u> Elaine Gantz Berman	835 Niagara Street Denver, Colorado 80220

# **FIRST AMENDMENT TO OPERATING AGREEMENT**

## **CEDAR-HARRISBURG LLC**

**THIS FIRST AMENDMENT TO OPERATING AGREEMENT** is dated as of the 31<sup>st</sup> day of December, 1997.

**WHEREAS**, the Operating Agreement for Cedar-Harrisburg LLC (the "Operating Agreement") was entered into by and between **STEPHEN BERMAN** and **ELAINE GANTZ BERMAN**, constituting the original Members of Cedar-Harrisburg LLC (the "Company");

**WHEREAS**, Stephen Berman and Elaine Gantz Berman have assigned all of their membership interests in Cedar-Harrisburg LLC to **The Sarita Gantz Irrevocable Trust No. 3**;

**WHEREAS**, The Sarita Gantz Irrevocable Trust No. 3 is the sole Member of the Company;

**WHEREAS**, the Operating Agreement should be amended to reflect the transfer of membership interest.

**NOW, THEREFORE**, the Operating Agreement is hereby amended as follows:

1. The sole Member of the Company is:

The Sarita Gantz Irrevocable Trust No. 3  
c/o Harry Shlinger, Trustee  
Edward Isaacs & Co.  
380 Madison Avenue  
New York, NY 10017

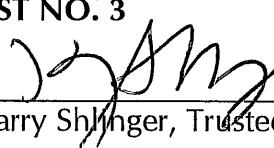
2. The Managers of the Company shall continue to be Stephen Berman and Elaine Gantz Berman.

3. In all other respects, the Operating Agreement shall remain in full force and effect.

**DATED** as of the 31<sup>st</sup> day of December, 1997.

**THE SARITA GANTZ IRREVOCABLE  
TRUST NO. 3**

By:

  
Harry Shlinger, Trustee

ACKNOWLEDGED, ACCEPTED, and AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_\_\_.

Stephen Berman  
Stephen Berman

Elaine Gantz Berman  
Elaine Gantz Berman

Amend Cedar Opr Agmt  
Berman.stv\wpdocs

Owner(s) Name: Dianne L. Sawaya  
Owner(s) Address: 1695 E. Cedar Avenue  
Denver, Colorado 80209

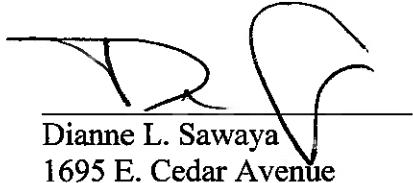
**September 24, 2018**

Community Planning & Development  
City and County of Denver  
201 W. Colfax Avenue, Dept. 205  
Denver, Colorado 80202  
Attention: Brandon Shaver

Re: Authorization with respect to certain real property with the address set forth above (“**Property**”) for a zone map amendment (rezoning) application for the real property subject to PUD-G#5 (the “**PUD**”), which includes the **Property**, in the City and County of Denver, Colorado (“**City**”)

Ladies and Gentlemen:

The undersigned (collectively, “**Owner**”), as owners of the **Property**, hereby designate Philipp Stephanus (“**Representative**”) as authorized representative of **Owner** to submit on behalf of **Owner** all applications and supporting materials required or requested by the **City** in connection with the proposed amendment to the **PUD** and any related development approvals in connection therewith. In furtherance of the foregoing, **Owner** requests that any verbal or written communication regarding this application be given to **Representative** pursuant to such contact information provided by **Representative** to the **City**.



Dianne L. Sawaya  
1695 E. Cedar Avenue

# 1695 E CEDAR AVE

**Owner** SAWAYA,DIANNE L  
1695 E CEDAR AVE  
DENVER , CO 80209-2602

**Schedule Number** 05116-03-010-000

**Legal Description** L 7 CEDAR TERRACE

**Property Type** RESIDENTIAL

**Tax District** DENV

## Print Summary

### Property Description

<b>Style:</b>	TWO-STORY	<b>Building Sq. Foot:</b>	2969
<b>Bedrooms:</b>	2	<b>Baths Full/Half:</b>	3/1
<b>Effective Year Built:</b>	1983	<b>Basement/Finish:</b>	2074/1546
<b>Lot Size:</b>	4,330	<b>Zoned As:</b>	PUD-G

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

### Current Year

#### Actual   Assessed   Exempt

Land	\$319,600	\$23,010	\$0
Improvements	\$1,864,300	\$134,230	
Total	\$2,183,900	\$157,240	

### Prior Year

#### Actual   Assessed   Exempt

Land	\$319,600	\$23,010	\$0
Improvements	\$1,864,300	\$134,230	
Total	\$2,183,900	\$157,240	

**Real Estates Property Taxes for current tax year**

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)
---	---------------------------	------------------------------

<b>Date Paid</b>	12/29/2017
------------------	------------

<b>Original Tax Levy</b>	\$6,064.28	\$6,064.27	\$12,128.55
--------------------------	------------	------------	-------------

<b>Liens/Fees</b>	\$0.00	\$0.00	\$0.00
-------------------	--------	--------	--------

<b>Interest</b>	\$0.00	\$0.00	\$0.00
-----------------	--------	--------	--------

<b>Paid</b>	\$6,064.28	\$6,064.27	\$12,128.55
-------------	------------	------------	-------------

<b>Due</b>	\$0.00	\$0.00	\$0.00
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**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>Scheduled to be Paid by Mortgage Company</b> 	N
<b>Adjustments</b> 	N	<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		

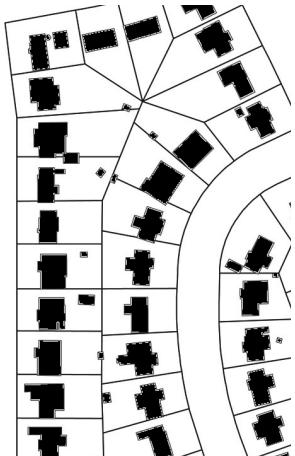
Real estate property taxes paid for prior tax year: **\$7,114.97**

**Assessed Value for the current tax year**

<b>Assessed Land</b>	\$23,010.00	<b>Assessed Improvements</b>	\$134,230.00
<b>Exemption</b>	\$0.00	<b>Total Assessed Value</b>	\$157,240.00

## PUD-G #22

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1683, 1685, 1687, 1691, 1693, 1695,  
1699 Cedar Avenue  
2018I-00120

February 19, 2019

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## CHAPTER 1. ESTABLISHMENT AND INTENT

### SECTION 1.1 PUD-G #22 ESTABLISHED

The provisions of this PUD-G #22 apply to the land depicted on the Official Zoning Map with the label PUD-G #22, a part of Block 18, Shackleton Place Subdivision according to the official City and County of Denver resurvey plat, together with the contiguous half of S. Williams St. vacated by Ord. 28, 1927 on the east side and with the contiguous half of S. Gilpin St. vacated by Ord. 98, 1921 on the west side and together with the alley within said Block 18 vacated by Ord. 162, 1929, all being in the City and County of Denver. The PUD-G #22 is a single area with no subareas established.

### SECTION 1.2 PUD-G #22 GENERAL PURPOSE

The general intent of PUD-G #22 is to follow the Suburban Neighborhood Context intent and the S-SU-D zone district with the exception to allow multiple single dwelling units on a single zone lot oriented off of a flag lot and consolidating common open space areas.

### SECTION 1.3 PUD-G #22 SPECIFIC INTENT

More specifically, PUD-G #22 is intended to:

- 1.3.1 Allow residential development that contributes to the vibrancy of the surrounding neighborhood and facilitates the continued use of the subject property.
- 1.3.2 Facilitate compatible development through the use of appropriate building form and design standards and guidelines.
- 1.3.3 Allow for flexibility to encourage ongoing use of the subject property consistent with the existing development on the property and the previously approved regulations.

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

### **SECTION 2.1 SUBURBAN CONTEXT DESCRIPTION**

All development in Subarea A of PUD-G #22 shall conform to the Denver Zoning Code Division 3.1, Suburban Context Description, as amended from time to time, except as modified in this PUD-G #22.

## **CHAPTER 3. DISTRICTS**

### **SECTION 3.1 S-SU-D DISTRICT**

All development of this PUD-G #22 shall conform to the Denver Zoning Code, Section 3.2, Districts, as specifically applicable to the S-SU-D Zone District, as amended from time to time, except as expressly modified in this PUD-G #22.

## CHAPTER 4. DESIGN STANDARDS

### 4.1.1 General Intent

Section 3.3.1 General Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #22.

### 4.1.2 Building Form Intent

Section 3.3.2 Building Form Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #22.

### 4.1.3 Primary Building Form Standards

#### A. Applicability

All development within this PUD-G #22.

#### B. Number of Primary Buildings Per Zone Lot

Multiple Primary Buildings shall be allowed on a single zone lot.

#### C. Specific standards as follows:

## PRIMARY STRUCTURES

HEIGHT	PUD-G #22
Feet (max)	36' *
Bulk Plane Vertical Height at Side Interior and Side Street Zone Lot Line	10' **
Bulk Plane Slope from Side Interior and Side Street Zone Lot Line	45° **

SITING	PUD-G #22
<b>ZONE LOT</b>	
Zone Lot Size (min)	This PUD-G #22 shall be a single zone lot
Dwelling Units (max)	This PUD-G #22 shall have a maximum of 7 dwelling units
Dwelling Units per Primary Residential Structure (max)	1

SETBACKS AND BUILDING COVERAGE	PUD-G #22
Primary Street (min)	20'
Side Street (min)	na
Side Interior (min)	5'
Rear (min)	5'
Open Space	There shall be a minimum of 3,000 ft <sup>2</sup> of open space per dwelling unit
Building Coverage per Zone Lot, including all accessory structures (max)	50%
Vehicle Access	From Street

DESIGN ELEMENTS	PUD-G #22
<b>BUILDING CONFIGURATION</b>	
Attached Garage Allowed	Attached garage shall be allowed
*Height shall be measured from the highest corner of the zone lot	
**Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.	

#### **4.1.4 DETACHED ACCESSORY BUILDING FORM STANDARDS**

##### **A. Applicability**

All development within this PUD-G #22.

##### **B. General Standards**

Section 3.3.4.2 General Standards of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #22.

##### **C. Supplemental Standards**

Section 3.3.4.3 Supplemental Standards of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #22.

##### **D. Specific Standards as follows:**

## DETACHED ACCESSORY STRUCTURES

HEIGHT	PUD-G #22
Stories (max)	1
Feet (max)	17' *
Bulk Plane Vertical Height at Side Interior and Side Street Zone Lot Line	10'**
Bulk Plane Slope from Side Interior and Side Street Zone Lot Line	45° **

SITING	PUD-G #22
USE RESTRICTION	Accessory Uses Only
ZONE LOT	
Allowed Number of Dwelling Units (min/max)	0/0
Additional Standards	See Section 3.3.4.3 of the Denver Zoning Code
SETBACKS AND BUILDING COVERAGE	
Primary Street (min)	20'
Side Street (min)	na
Side Interior (min)	5'
Rear (min)	5'
Building Coverage per Zone Lot, including all primary and accessory structures (max)	50%
Vehicle Access	From Street

DESIGN ELEMENTS	PUD-G #22
BUILDING CONFIGURATION	
Building Footprint (max)	1,000 ft <sup>2</sup>
Horizontal Dimension (max)	36'

\*Height shall be measured from the highest corner of the zone lot

\*\*Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.

#### **4.1.5 DESIGN STANDARD EXCEPTIONS**

Section 3.3.7 Design Standard Exceptions of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #22.

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

### **SECTION 5.1 USES**

5.1.1 This PUD-G #22 shall follow the S-SU-D Zone District of the Denver Zoning Code, as amended from time to time, to establish the primary, accessory, and temporary land uses allowed, including all applicable limitations and required zoning procedures.

### **SECTION 5.2 REQUIRED MINIMUM PARKING**

5.2.1 This PUD-G #22 shall follow the S-SU-D Zone District of the Denver Zoning Code, as amended from time to time, to establish the parking requirements.

## CHAPTER 6. ADDITIONAL STANDARDS

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

#### 6.1.1 Applicability

Development in this PUD-G #22 shall conform to Article 1, General Provisions of the Denver Zoning Code, as amended from time to time, with the following exception:

##### A. Multiple Primary Structures

Multiple primary structures shall be allowed on a single zone lot.

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

#### 6.2.1 Applicability

Development in this PUD-G #22 shall conform to Article 9, Special Contexts and Districts of the Denver Zoning Code, as amended from time to time, with the following exception:

##### A. Amendments to Approved PUD District Plans

This PUD District Plan may be amended by subarea, platted lots, or metes and bounds parcels, as allowed in Denver Zoning Code, Section 9.6.1.4, Amendments to Approved PUD District Plans.

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

#### 6.3.1 Applicability

Development in this PUD-G #22 shall conform to Article 10, General Design Standards of the Denver Zoning Code, as amended from time to time, including standards specific to the S-SU-D Zone District (e.g. Signage), with the following exception:

A. Fences up to 7' in height shall be allowed on the zone lot.

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

#### 6.4.1 Applicability

Development in this PUD-G #22 shall conform to Article 11, Use Limitations and Definitions of the Denver Zoning Code, as specifically applicable to the S-SU-D 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 #22 shall conform to Article 12, Procedures and Enforcement of the Denver Zoning Code, as amended from time to time, with the following exceptions:

##### A. Site Development Plan and Multiple Ownerships

In the case of multiple ownerships (groups or individuals) within this PUD-G #22:

1. Any one ownership may obtain zoning permit(s) consistent with the approved site development plan without the consent of the other ownership(s).
2. Under Section 12.3.7, amendments to the approved site development plan shall require consent from all ownership(s), including ownership signatures on the amended site development plan.
3. Under Section 12.3.7, modifications to the site development plan initiated by one ownership do not require the consent of the other ownership(s).

## SECTION 6.6 ARTICLE 13 OF THE DENVER ZONING CODE

### 6.6.1 Applicability

Development in the PUD-G #22 shall conform to Article 13, Rules of Measurement and Definitions, of the Denver Zoning Code, as amended from time to time, with the following exceptions:

#### A. Height

1. Feet shall be measured from the highest corner of the zone lot.
2. Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.

#### B. Primary Street Zone Lot Line Designation

The public right-of-way known as Cedar Avenue shall be the Primary Street.

#### C. Rear Zone Lot Line Designation

The following zone lot lines shall be rear zone lot lines:

1. The northernmost zone lot line.
2. The north-northeastern zone lot line adjacent to the Cherry Chreek channel.
3. The three zone lot lines forming the wider portion of the zone lot's southern boundary, but not the zone lot line abutting the public right-of-way known as Cedar Avenue.

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

Subject to Chapter 8 of this PUD-G #22, whenever a section of the Denver Zoning Code is referred to in this PUD-G #22, 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 #22, this PUD-G #22 shall control.

## **CHAPTER 8. VESTED RIGHTS**

This PUD-G #22 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 #22. The property rights vested through approval of this PUD-G #22 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 #22.



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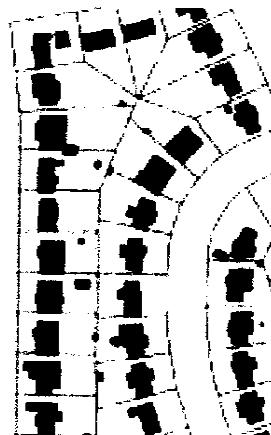
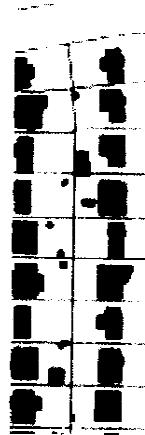
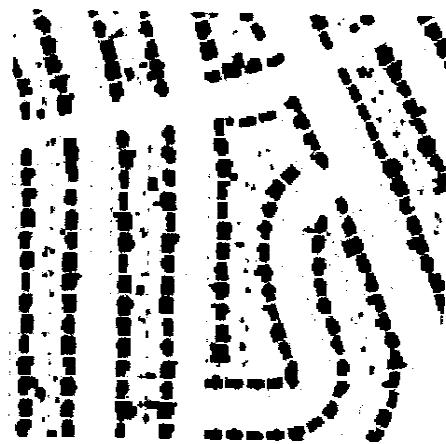
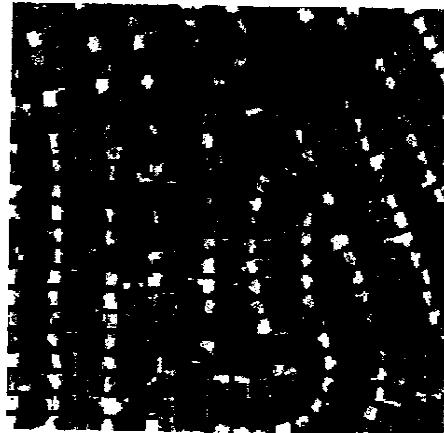
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**PUD-G# 5**



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PUD-G#5

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## CHAPTER 1. ESTABLISHMENT AND INTENT

### SECTION 1.1 PUD-G# ESTABLISHED

The provisions of this PUD-G # apply to the land depicted on the Official Zoning Map with the label PUD-G #, a part of Block 18, Shackleton Place Subdivision according to the official City and County of Denver resurvey plat, together with the contiguous half of S. Williams St. vacated by Ord. 28, 1927 on the east side and with the contiguous half of S. Gilpin St. vacated by Ord. 98, 1921 on the west side and together with the alley within said Block 18 vacated by Ord. 62, 1921, all being in the City and County of Denver. The PUD-G-# is a single area with no subareas established.

### SECTION 1.2 PUD-G# GENERAL PURPOSE

The general intent of PUD-G-# is to follow the Suburban Neighborhood Context intent and the S-SU-D zone district with the exception to allow multiple single dwelling units on a single zone lot oriented off of a flag lot and consolidating common open space areas.

## CHAPTER 2. DESIGN STANDARDS

### 2.2.1 General Intent

Section 3.3.1 General Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G#..

### 2.2.2 Building Form Intent

Section 3.3.2 Building Form Intent of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G#.

### 2.2.3 Primary Building Form Standards

#### A. Applicability

All development within this PUD-G.

#### B. Number of Primary Buildings Per Zone Lot

Multiple Primary Buildings shall be allowed on a single zone lot.

#### C. Specific standards as follows:

**PRIMARY STRUCTURES**

HEIGHT	PUD-G #
Feet (max)	36'*
Bulk Plane Vertical Height at Side Interior and Side Street Zone Lot Line	10''**
Bulk Plane Slope from Side Interior and Side Street Zone Lot Line	45° **
 SITING	 PUD-G #
<b>ZONE LOT</b>	
Zone Lot Size (min)	This PUD-G shall be a single zone lot
Dwelling Units (max)	This PUD-G shall have a maximum of 7 dwelling units
Dwelling Units per Primary Residential Structure (max)	1
 SETBACKS AND BUILDING COVERAGE	 PUD-G #
Primary Street, Cedar Ave (min)	20'
Side Street (min)	na
Side Interior (min)	5'
Rear (min)	5'
Building Pad per Primary Structure (max)	2,000 ft <sup>2</sup>
Gross Floor Area per Dwelling Unit (max)	6,000 ft <sup>2</sup>
Open Space	There shall be a minimum of 3,000 ft <sup>2</sup> of open space per dwelling unit
Building Coverage per Zone Lot, including all accessory structures (max)	50%
Vehicle Access	From Street

DESIGN ELEMENTS	PUD-G #
<b>BUILDING CONFIGURATION</b>	
Attached Garage Allowed	Attached garage shall be allowed
*Height shall be measured from the highest corner of the zone lot	
**Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.	

## **2.2.4 DETACHED ACCESSORY BUILDING FORM STANDARDS**

### **A. Applicability**

All developent within this PUD-G #

### **B. General Standards**

Section 3.3.4.2 General Standards of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #.

### **C. Supplemental Standards**

Section 3.3.4.3 Supplemental Standards of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #.

### **D. Specific Standards as follows:**

## DETACHED ACCESSORY STRUCTURES

HEIGHT	PUD-G#
Stories (max)	1
Feet (max)	17' *
Bulk Plane Vertical Height at Side Interior and Side Street	
Zone Lot Line	10' **
Bulk Plane Slope from Side Interior and Side Street Zone	
Lot Line	45° **

SITING	PUD-G#
USE RESTRICTION	Accessory Uses Only
ZONE LOT	
Allowed Number of Dwelling Units (min/max)	0/0
Additional Standards	See Section 3.3.4.3 of the Denver Zoning Code
SETBACKS AND BUILDING COVERAGE	
Primary Street, Cedar Ave (min)	20'
Side Street (min)	na
Side Interior (min)	5'
Rear (min)	5'
Building Coverage per Zone Lot, including all primary and accessory structures (max)	50%
Vehicle Access	From Street

DESIGN ELEMENTS	PUD-G#
BUILDING CONFIGURATION	
Building Footprint (max)	1,000 ft <sup>2</sup>
Horizontal Dimension (max)	36'

\*Height shall be measured from the highest corner of the zone lot

\*\*Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.

### **2.2.5 DESIGN STANDARD EXCEPTIONS**

Section 3.3.7 Design Standard Exceptions of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G#.

## **CHAPTER 3. USES AND REQUIRED MINIMUM PARKING**

### **SECTION 3.1 USES**

- 3.1.1 This PUD-G # shall follow the S-SU-D Zone District of the Denver Zoning Code, as amended from time to time, to establish the primary, accessory, and temporary land uses allowed, including all applicable limitations and required zoning procedures.

### **SECTION 3.2 REQUIRED MINIMUM PARKING**

- 3.2.1 This PUD-G # shall follow the S-SU-D Zone District of the Denver Zoning Code, as amended from time to time, to establish the parking requirements.

## CHAPTER 4. ADDITIONAL STANDARDS

### SECTION 4.1 ARTICLE 1 OF THE DENVER ZONING CODE

#### 4.1.1 Applicability

Article 1: General Provisions of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G # with the following exception:

##### A. Multiple Primary Structures

Multiple primary structures shall be allowed on a single zone lot.

### SECTION 4.2 ARTICLE 10 OF THE DENVER ZONING CODE

#### 4.2.1 Applicability

Article 10: General Design Standards of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #, including standards specific to the S-SU-D Zone District (e.g. Signage), with the following exception:

A. Fences up to 7' in height shall be allowed on the zone lot.

### SECTION 4.3 ARTICLE 11 OF THE DENVER ZONING CODE

#### 4.3.1 Applicability

Article 11: Use Limitations and Definitions of the Denver Zoning Code specific to S-SU-D, as amended from time to time, shall apply to this PUD-G #.

### SECTION 4.4 ARTICLE 12 OF THE DENVER ZONING CODE

#### 4.4.1 Applicability

Article 12: Procedures and Enforcement of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #, with the following exceptions:

##### A. Site Development Plan and Multiple Ownerships

In the case of multiple ownerships (groups or individuals) within this PUD-G #:

1. Any one ownership may obtain zoning permit(s) consistent with the approved site development plan without the consent of the other ownership(s).
2. Under Section 12.3.7, amendments to the approved site development plan shall require consent from all ownership(s), including ownership signatures on the amended site development plan.
3. Under Section 12.3.7, modifications to the site development plan initiated by one ownership do not require the consent of the other ownership(s).

### SECTION 4.5 ARTICLE 13 OF THE DENVER ZONING CODE

#### 4.5.1 Applicability

Article 13, Rules of Measurement and Definitions, of the Denver Zoning Code, as amended from time to time, shall apply to this PUD-G #, with the following exceptions:

##### A. Height

1. Feet shall be measured from the highest corner of the zone lot.
2. Bulk plane shall be measured from the original grade from midpoint of side zone lot lines.

**B. Primary Street Zone Lot Line Designation**

Cedar Avenue shall be the Primary Street.

**C. Definition of "Building Pad"**

For each primary dwelling structure developed under this PUD-G#\_ a "building pad" delineates the limits of where a primary residential structure and any detached accessory structures serving that primary structure (e.g., a detached garage or storage shed) may be placed on the zone lot.



# Washington Park East Neighborhood Association

**TO:** Philipp Stephanus & Monty Kugeler  
**FROM:** Elizabeth Labrot, WPENA Zoning Committee  
**DATE:** November 12, 2018  
**VIA E-MAIL:** [phstep02@gmail.com](mailto:phstep02@gmail.com), m.kugeler@me.com  
**RE:** PUD-G #5

On October 18 the Washington Park East Neighborhood Association Zoning Committee was contacted by Philipp Stephanus and Monty Kugeler requesting support for language change to the existing PUD (PUD-G#5) for the Cedar Terrace HOA.

The Committee met with Philipp and Mimi Stephanus and Monty Kugeler on Monday, November 5, 2018 to review the request. The request to change is as follows:

There are three specific requirements in the PUD that are seeking modification:

- The PUD limits the “building pad” for each of the six homes in the HOA to no more than 2,000 square feet. The term “building pad” is unique to our PUD, and no similar requirement exists in the Denver zoning code. This requirement was never (as far as the residents can tell) enforced. None of the six existing homes comply with it, and it is a major headache for anyone seeking to remodel or sell their homes. They are looking to remove this requirement.
- The PUD also limits the “gross floor area” for each of the six homes to no more than 6,000 square feet. While the term “gross floor area” is defined in the Denver zoning code, there is typically no limit for it. To make the PUD conform more closely with the general zoning code of the surrounding areas, the city planners recommended that the applicants ask to remove this requirement as well. They are not planning to build or extend homes past 6,000 square feet in any significant way, but at least one of the existing homes is close, and another one is contemplating a remodel that would bring it close to the 6,000 square feet. Following the city’s recommendation, they are looking to remove this requirement as well.
- There is some ambiguity in the setback requirements of the PUD - due to the fact that there is a private driveway on the HOA property that carries the same name (East Cedar Avenue) as the public street that borders the HOA. They are seeking to clarify that the setback requirements are relative to the public street, not the private driveway.

After the meeting the committee requested additional documentations and received:

- HOA Declarations
- HOA Bylaws
- HOA Resolution to Apply for PUD Amendment
  - This was passed unanimously by all six members of the HOA
- Redlined PUD document
  - a. The removal of the building pad requirement is handled on pages 5 and 11
  - b. The removal of the gross floor area requirement is handled on page 5
  - c. The clarification that the "Primary Street" is the public road, not including our private driveway, is handled on pages 5, 7, and 11
- The clause that allows for small administrative changes (such as typos, clarifications, etc.) in the future to be made through an administrative amendment process rather than full city council review process is added on page 10
- PUD Amendment Application Letter
  - This is the "narrative" that will be submitted to the city along with the application. It explains the history and the reason

The boundaries of the WPENA are from Speer Boulevard South to I-25 and from Downing Street East to University Boulevard. There are approximately 3,428 households within the WPENA boundaries and membership is conferred on the basis of residing or operating a business within the neighborhood.

why they need to fix the PUD. It also explains how the application is consistent with the various criteria the city zoning code spells out for an application like this. Appendix A refers to the redlined version of the existing PUD. The letter also contains a copy of the full staff report from 2013, when the PUD was reinstated by the city after it had accidentally been erased in the 2010 city rezoning.

The Washington Park East Neighborhood Association is confident that the clarification of the PUD will not change the original intent of the PUD and will allow the PUD to align more closely with current zoning requirements and therefore have no objections.

CC:      Paul Kashman  
             Tim McHugh

The boundaries of the WPENA are from Speer Boulevard South to I-25 and from Downing Street East to University Boulevard. There are approximately 3,428 households within the WPENA boundaries and membership is conferred on the basis of residing or operating a business within the neighborhood.