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April 13, 2026

Sent Via Email

Denver City Council
1437 Bannock St., Room 451
Denver, CO 80202
dencec@denvergov.org

Mr. William Prince
Case Manager
william.prince@denvergov.org

RE: Requested Condition on Bill 26-0207: 2625 E. 3rd Ave. Rezoning Application

To the City Council and Mr. Prince:

This firm represents the Clayton Court Townhouse Association (“Clayton Court”), which is the HOA for the townhomes located directly north of the property located at 2625 E. 3rd Avenue in Cherry Creek (the “Property”). Clayton Court opposes the rezoning application only in part, based on the impact it will have on their properties, the neighboring elementary school, and the neighborhood parking and traffic flow. We request that the City Council modify the rezoning bill to include a reasonable condition and approve the rezoning request subject to that condition.

When the Property was rezoned to allow for development in 2007, the City Council approved the rezoning with a reasonable condition. (Ex. 1 – 2007 Council Bill 182) The condition provided a buffer and protected green space between any developed structures on the Property and the neighboring properties to the north and northwest, namely the Clayton Court properties and Bromwell Elementary School. The bill, including its condition, also stated that it was binding on all successors and assigns. The 2007 bill states:

The area described as all the land located from the north property line to a point not less than twenty-nine (29) feet south of the north property line and one-hundred and five (105) feet from the east property line, for an area of approximately three-thousand and forty-five (3045) square feet shall be used and maintained exclusively for open space, landscaping and screening. . . . The area may also include tables, chairs and other similar public amenities and shall be a publicly accessible area. . . .

(Ex. 1, Section 1, 3(i)).

The condition shows a recognition of the need to maintain a buffer and transition from a highly developed commercial or multifamily property to a residential property immediately to the north and Denver Public Schools’ Bromwell Elementary across the alley to the northwest. The 29 foot green space ensures that a large building cannot be built too close to the northern property line. It also ensures that the property to the north will not be in the shadow of the Property’s structures.

The Clayton Court homeowners purchased their properties in part in reliance on this condition in the 2007 Council Bill, which goes on to state that “**no permit shall be issued except in strict compliance with the aforesaid reasonable condition**” and that it is binding on all successors and assigns. (Ex. 1, Section 3) (emphasis added). More than one homeowner inquired about the open lot and whether it was required to be preserved before making the decision to purchase their properties. After only providing information to Clayton Court about the plan beginning in December 2025, providing little opportunity for meaningful engagement, the developer is now asking for that condition to be removed.

The 29-foot buffer provides a space that can be utilized by the public and neighborhood residents, particularly if tables, seating, and paths are added as contemplated in the above condition. Moreover, it provides a path for Bromwell students to walk to and from school in the neighborhood and from their parents’ vehicles at the very congested pickup and drop-off times.

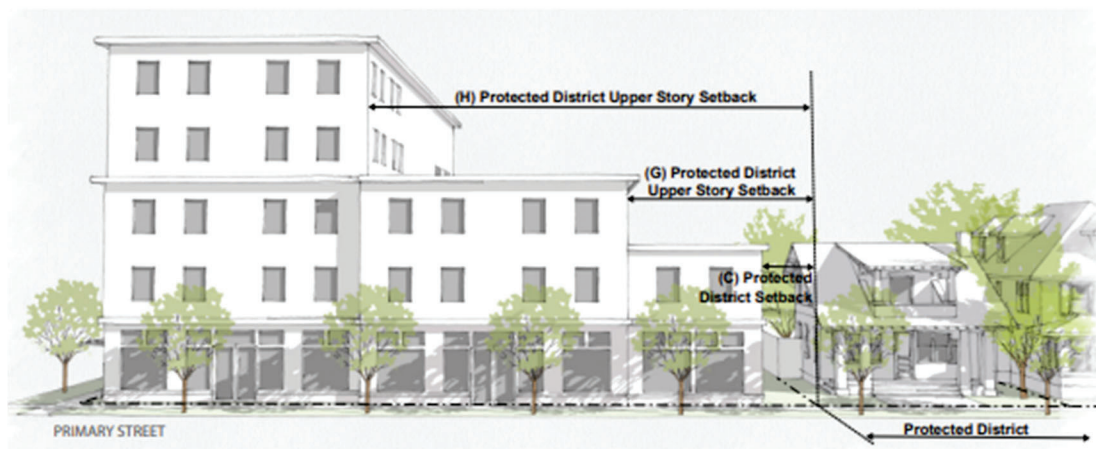
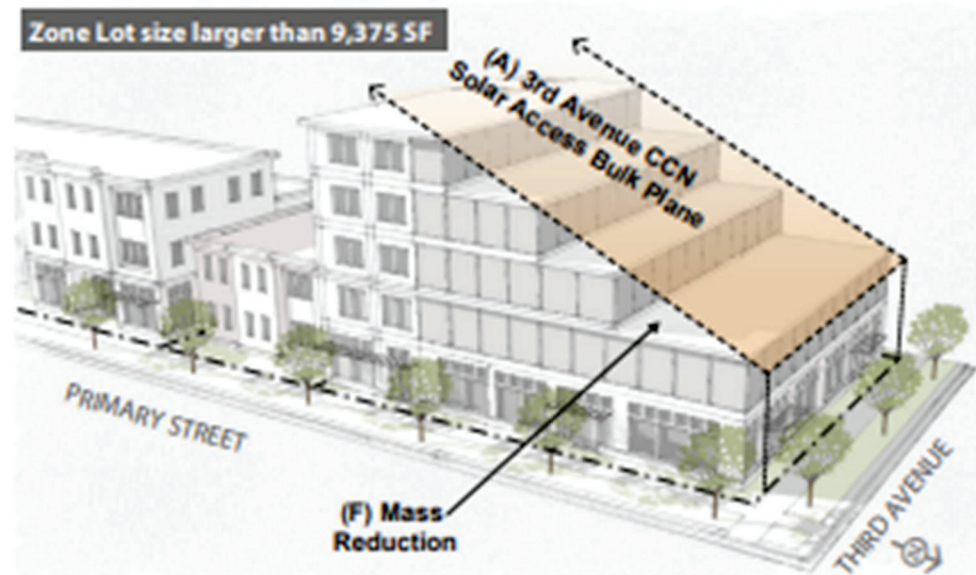
Denver Zoning Code Considerations

When assessing the proposed rezoning application, the City Council should consider several elements as prescribed by the Zoning Code.

The Cherry Creek North Districts are governed by Section 7.2.5, which states the general purpose and specific intent of the code for the zone districts of C-CCN-3, -4, -5, -7, -8, and -12, consistent with the character of Cherry Creek North and the transition from more commercial to residential portions of the area.

When describing the general purpose of these zoning districts, Section 7.2.5.1(B) states, “the C-CCN zone districts are better tailored to the unique character and scale of Cherry Creek North.” DZC § 7.2.5.1(B). Part C of the section goes on to describe the goals to be promoted by the zone districts, including “1. Retain and enhance Cherry Creek North’s unique physical character; . . . 4. Transition from higher buildings along 2nd Avenue to lower buildings along 3rd Avenue; 5. Create height transition from the business district to adjacent residential; 6. Retain sunlight on streets and views between buildings; 7. Prevent the creation of walled or monolithic streets” DZC § 7.2.5.1(C).

When coming from the south and abutting Third Avenue, any development of the property must step down toward Third Avenue to preserve the solar bulk plane in such a way that the street and properties on the north side of the street are not shaded by the building. Where the property is larger than 9,375 sq ft, which the Property is (18,750 sq ft), the northernmost portion of the building must also employ further mass reduction. These requirements also apply when a property abuts a protected district, such as the district where Clayton Court is located. Drawings from Division 7.3-14 of the Denver Zoning Code, illustrating these principles, are copied below.



Importantly, the City Council must also consider the general review criteria in Section 12.4.10.7, which states that rezoning may be approved if it complies with all criteria of: A. Consistency with Adopted Plans; B. Public Interest; and C. Consistency with Neighborhood Context Description, Zone District Purpose and Intent Statements. DZC § 12.4.10.7. If the application fails to comply with any of these criteria, it must be denied.

The Rezoning Should Be Subject to Reasonable Conditions

The proposed 29-foot setback green space is a reasonable condition of rezoning that will protect neighboring properties and best effectuate the considerations of the Denver Zoning Code for Cherry Creek North.

Below is a Google satellite image of the properties with the applicant Property outlined in yellow, the green space buffer on the Property outlined in red, a portion of Bromwell Elementary's

property outlined in blue, and four of the Clayton Court townhomes outlined in magenta. The street at the bottom of the image is Third Avenue. The north/south street on the right side of the image is Clayton Street. There is an alley that runs north/south on the west side of the Property. And the curving street that runs north from Third Avenue in the lower left-hand corner of the image is Columbine Street.



Currently, the Property's parking lot between the north side of the building and the south edge of the green space is utilized during pickup and drop-off of Bromwell Elementary students. This is due to the fact that there is very little parking in the area and the streets around the elementary school are severely congested with traffic during those periods. It is unclear at this time whether the planned development will have underground parking and whether that parking can be utilized by the general public. However, what is clear is that once the property is developed with the planned four story, stepped down, multi-family building with retail and/or restaurants on the ground level, the current open air parking lot will be gone. This will reduce the safety of the children during pick-up and drop-off, as it will funnel more traffic into the alley. If the 29-foot green space buffer is also eliminated, there will be virtually nowhere for the children to safely go on the east and southeast side of school during pickup and drop off. If the 29-foot green space is

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2625 E. 3rd Ave. Rezoning Application
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maintained, it will at least provide a safe area for children to cross the alley into the green space and walk through for pickup on Clayton Street. It is in the public interest to maintain the 29-foot green space.

If the 29-foot green space is not preserved, then the planned building will also place the townhome immediately to the north in the shade of the Property's building most of the day during most of the year. This would defeat the purpose of the solar bulk plane requirements of the Denver Zoning Code.

In addition, the proposed rezoning is inconsistent with the neighborhood context. The north side of Third Avenue in Cherry Creek North is a critical transition zone from commercial to residential properties. The properties and buildings on the north side of Third Avenue are almost exclusively 1 and 2 story buildings with open air parking lots providing a buffer between the commercial buildings and the neighboring residential properties. Moreover, in this specific part of the north side of Third Avenue, Bromwell Elementary School constitutes the largest portion of nearby land, just northwest of the Property. In fact, the portion of the school's property closest to the Property has a large and new kindergarten playground that the school just recently built. While the context of Cherry Creek North on the whole is mixed use with commercial and residential, the character of this portion of the neighborhood is largely defined by the elementary school. Preserving the 29-foot green space will better transition to the school property and preserve the neighborhood context.

Conclusion

Clayton Court does not oppose rezoning or developing the Property. Clayton Court simply requests that the rezoning and development be done responsibly in a way that serves the public interest, protects the elementary school and its young students, preserves the neighborhood context, protects the solar bulk plane and view between buildings, and provides an appropriate transition from the commercial to the residential portions of the neighborhood.

If you have any questions, do not hesitate to contact me.

Sincerely,
GOODSPEED MERRILL

A handwritten signature in blue ink, appearing to read "Richard L. Merpi II, Esq.", written over the typed name.

Richard L. Merpi II, Esq.

Encs.

BY AUTHORITY

ORDINANCE NO. *225*
SERIES OF 2007

COUNCIL BILL NO. *182*
COMMITTEE OF REFERENCE:
Blueprint Denver

A BILL

For an ordinance changing the zoning classification, with a condition, for 2625-2635 East 3rd Avenue and 315-319 Clayton Street.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That upon consideration of a change in the zoning classification of the land area hereinafter described, Council finds:

1. That the land area hereinafter described is presently classified as PUD #288;
2. That the owner proposes that the land area hereinafter described be changed to Cherry Creek North with reasonable condition it has approved;
3. The owner approves and agrees, as a reasonable condition to the requested change in zoning classifications related to the development, operation and maintenance of the land area hereinafter described:

(i) The area described as all the land located from the north property line to a point not less than twenty-nine (29) feet south of the north property line and one-hundred and five (105) feet from the east property line, for an area of approximately three-thousand and forty-five (3045) square feet shall be used and maintained exclusively for open space, landscaping and screening. All live landscaping materials shall be watered, mowed and maintained in a healthy and growing condition per the rule and regulations of the Denver Department of Parks and Recreation. Additionally, the landscaped area shall be maintained in a weed-free and litter-free condition. The area may also include tables, chairs and other similar public amenities and shall be a publicly accessible area. The remaining twenty (20) feet by twenty-nine (29) feet along the northwest corner of the site may include a brick and/or masonry wall, service area and exit stairway from the lower parking garage. The building gutters, downspouts, awnings and other projections may encroach into said open space area no more than three (3) feet.

All provisions of Section 59-241 through Section 59-254 of the Cherry Creek North Zone District of the Denver Revised Municipal Code shall apply within the boundaries of the subject property along with the aforesaid condition.

Section 2. That the zoning classification of the land area in the City and County of Denver described as follows or included within the following boundaries shall be and hereby is





April 10, 2026

Denver City Council
City and County of Denver
Denver CO, 80202

Re: Rezoning Application filed by CV Dance, LLC (“Owner”) dated November 24, 2025, to which the City has assigned the number 2025-Rezone-0000028 (the “Rezoning Application”) regarding the property located at 2625 East 3rd Avenue, Denver CO 80206 containing approximately 18,750 SF of land area located at the northwest corner of East 3rd Avenue (the “Property”) in Cherry Creek North

Dear Denver City Council Members:

This letter is submitted on behalf of the Cherry Creek North Neighborhood Association (“CCNNA”), the official Registered Neighborhood Organization (“RNO”) for Cherry Creek North, in connection with the above-referenced Rezoning Application. The Rezoning Application seeks to bring the Property into the C-CCN-4 district zoning, which is the predominate zoning for similarly situated properties in the Cherry Creek North Business Improvement District.

Background: The Property was originally subject to a Planned Unit Development plan that was rezoned in 2007 to a special CCN zone district that specifically allowed for the current use to be expanded to accommodate a dance performance venue. The 2007 rezoning was agreed to with restrictions under former Chapter 59 of the Denver Zoning Code. The Property was never expanded to include a performance venue.

Since that special 2007 zoning classification was given to the Property, the 2010 Denver Zoning Code was adopted with the intent that it replace much of former Chapter 59. In addition, in 2012 the Cherry Creek Area Plan was adopted which anticipates this and similarly situated properties for inclusion under new zoning code provisions for the new CCN zone district. In 2014, the new zoning code provisions were adopted for the Cherry Creek North business area and properties immediately east and west of the Property were included under the new C-CCN-4 zoning designation. The Property was not included in the C-CCN-4 zoning designation at the time, but the Owner now seeks to bring the Property under that intended zoning classification. CCNNA was very involved with the adoption of the Cherry Creek Area Plan and the new CCN zoning provisions adopted for the business area of the neighborhood.

RNO Outreach. CCNNA seeks to educate and inform residents in the neighborhood as to zoning and development matters, including providing educational information on the 2012 Cherry Creek Area Plan and the new 2010 and 2014 zoning code changes. CCNNA seeks to

provide opportunities to allow residents to follow new and ongoing developments and rezonings in the neighborhood. The CCNNA RNO area boundaries are from 1st Ave. to 6th Ave. and from University Blvd. to Colorado Blvd. and includes the Cherry Creek North Business Improvement District (“BID”). CCNNA works closely with its residents and businesses (including those in the BID) to make sure that all members (both business and residents) work together for the betterment of the entire Cherry Creek North neighborhood.

Regarding the subject Rezoning Application, CCNNA has endeavored to make the entire neighborhood aware of the rezoning effort and the intent of the Owner to redevelop the Property under the 2014 C-CCN-4 zoning code provisions. CCNNA has shared Owner’s development plans including the presentation video from the Owner’s presentation to the Cherry Creek Steering Committee on the CCNNA YouTube channel and notices of the Rezoning Application and information on the Owner’s plans have been shared on CCNNA’s website and social media pages.

CCNNA has also reached out personally by email, direct calls and meetings with residents and by distributing printed flyers to make sure that the immediate neighbors on the 300 block of Clayton Street have received notice of the Rezoning Application and have had an opportunity to review the plans of the Owner for redevelopment of the Property. CCNNA confirmed outreach and meetings were held between the Owner and the immediate neighbors and CCNNA held a separate zoom meeting with the immediate neighbors on January 23, 2026 for the purpose of informing and educating such neighbors on the project and providing the status of the CCNNA response to the Rezoning Application. Specifically, CCNNA has worked to reach an agreement with the Owner to provide for certain restrictions on the Property and the development thereon. CCNNA has concluded that such an agreement will assist in mitigating the perceived negative consequences of a redevelopment on the Property under the C-CCN-4 zoning.

Development and Community Benefits Agreement. CCNNA and the Owner have reached agreement on a Development and Community Benefits Agreement with Restrictive Covenants (the “Agreement”) which includes agreements by the Owner to restrict its development in certain specific ways including (i) restricting certain medical and office building uses that will result in less overall traffic impacts, (ii) providing for more and larger landscaping in the set-back area between the C-CCN-4 zone district and the protected G-RH-3 zone district to the immediate north of the Property, (iii) restricting commercial patio, rooftop or balcony uses on the north side of the Property adjacent to the G-RH-3 zone district, (iv) restricting outdoor noise activities to protect nighttime noise from emanating into the neighborhood, (v) requiring specific good neighbor construction practices that will better protect neighbors and allow residents in the area closest to the construction activities to have direct access to construction supervisors to address concerns in real time, (vi) requiring the developer to work with the area transportation management association to better address future traffic and pedestrian safety concerns, and (vii) requiring the Owner to keep CCNNA updated on the development plan for the Property, including final use, design and timing of construction. A copy of the Agreement is included with this letter for your information and inclusion in the Rezoning Application file. The Agreement

has been approved by the CCNNA Board of Directors and shared with the neighborhood on the CCNNA website. The Agreement will be recorded if and when the rezoning is approved by City Council and will restrict the development and use of the Property as set forth therein.

Immediate Neighbor Concerns. CCNNA acknowledges and respects the concerns of immediate neighbors who wish to have the existing 2007 zoning Ordinance restriction for a 29 foot open buffer area remain in effect. We acknowledge and respect these neighbors' right to oppose the rezoning if they so choose. However, CCNNA believes that the Agreement does provide mitigation restrictions on the Property that will directly benefit the immediate neighbors. The Agreement even includes a provision allowing the neighbors to the north to participate in any undergrounding of utilities which run in the alley and directly in front of some of these townhome owners' west-facing patios.

CCNNA Considerations. The CCNNA zoning committee research indicates that this 29-foot landscape buffer described in the Ordinance was agreed to as a condition of the then dance business expanding to include a performance venue on the north side of its building. That intended building expansion which was the apparent basis for the Ordinance buffer never took place and yet the Ordinance provisions remain. The Ordinance provisions for the Property regarding the buffer are rare, ambiguous and unclear, especially as to the specifics of the care and use of the buffer space. The Ordinance did not provide for a public dedication of the 29-foot buffer nor were there any named beneficiaries of the buffer's restrictions. Accordingly, no specific easement or public use space was created and the buffer area has been unattended, is unkept and often overgrown with weeds. In addition, no other similarly situated properties in the Cherry Creek neighborhood have such a buffer from the residential areas to the north. The 2014 CCN zoning was drafted to provide for more protective setbacks and step-backs that give more space and separation between the C-CCN-4 and G-RH-3 building envelopes.

The CCNNA zoning committee believes that the Ordinance is an anomaly and inconsistent with the intended development under the Cherry Creek Area Plan, the 2010 zoning code and the 2014 CCN zoning code provisions. The existing building on the Property is in need of much repair and is not considered an asset to the community in its current form. Many residents have complained about the poor maintenance of the Property and unattractive state of the current building and the unattended landscape buffer.

For these reasons, CCNNA believes this Property is well-suited for CCN-4 zoning and redevelopment. CCNNA has negotiated the Agreement to better protect all neighbors in the immediate vicinity to the Property. The Agreement will provide benefits to the Cherry Creek North neighborhood as a whole in that the restrictions on uses will lessen traffic, noise and congestion impacts in the neighborhood.

Further, the Owner has indicated a desire to develop the Property for residential condominium uses. Residential condominium 'flats' are in demand and will be a welcome development in the neighborhood. Since residential uses are the least impactful from a traffic perspective, these uses have been viewed by CCNNA as preferable over other more traffic-intensive developments.

Conclusion: For the reasons set forth in this letter and based on the conditions and restrictions contained in the Agreement, CCNNA SUPPORTS the rezoning of the Property in accordance with the Rezoning Application. We are available to address any questions you may have with respect to this matter.

Yours Truly,

Cherry Creek North Neighborhood Association

/s/ Lou Raders, CCNNA Zoning Committee Chair

/s/ Linda Barker, CCNNA President

cc: Councilwomen Amanda Sawyer

**DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

by

CV DANCE, LLC, a Colorado limited liability company

to and for the benefit of

**CHERRY CREEK NORTH NEIGHBORHOOD ASSOCIATION,
A REGISTERED NEIGHBORHOOD ORGANIZATION WITHIN
THE CITY AND COUNTY OF DENVER, COLORADO**

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**DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

THIS DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Agreement") is made and entered into as of 29th day of January, 2026, by and between CV DANCE, LLC, a Colorado limited liability company ("Owner"), to and for the benefit of Cherry Creek North Neighborhood Association, a registered neighborhood association in the City and County of Denver ("CCNNA") and together with the Owner, the "Parties"). Capitalized terms used in this Agreement shall have the meaning given such terms where parenthetically defined or, if not parenthetically defined, in Section 1.01 of this Agreement.

RECITALS:

A. CCNNA is a registered "neighborhood organization" formed as Colorado non-profit corporations and registered under Sections 12-91 through 12-98 of the Denver Municipal Code in effect as of the date of this Agreement, which is defined in Section 12-92 of the Code to mean "a voluntary group of individual residents and Owner of real property, including businesses, within a certain prescribed area of the city, and/or a coalition of such groups formed for the purpose of collectively addressing issues and interest common to and widely perceived throughout the area."

B. Owner owns a parcel of real property in the City and County of Denver, State of Colorado the address for which is 2625 East 3rd Avenue, Denver CO 80206 containing approximately 18,750 SF of land area located at the northwest corner of East 3rd Avenue and Clayton Street, as the same is legally described on Exhibit A hereto (the "Property").

C. Owner desires to rezone and develop the Property in accordance with a future site plan in a manner consistent with the Cherry Creek North zoning identified in the Code as C-CCN-4 (as the same may be modified from time to time to reflect regulatory, design, and construction-related revisions, the "Site Plan") to be submitted to the City for approval in conformance with the Code and this Agreement.

D. The Property is currently zoned CCN with a Condition pursuant to Ordinance No. 225, Series of 2007, recorded with the Denver Clerk and Recorder on June 8, 2007 at Reception No. 2007089031 and Recording of Waivers pursuant to the same City Ordinance recorded with the Denver Clerk and Recorder on July 10, 2007 at Reception No. 2007107296 against the Property, which contained conditions on the redevelopment expansion of the Property under a then Code Chapter 59 zoning category to allow for a performance building, which redevelopment was never completed.

E. Owner has expressed its intent to develop the Property as a residential building with first floor retail under the provisions of C-CCN-4 of the Code ("Project") and, to that end, Owner has filed an application for rezoning of the Property to the C-CCN-4 District which includes superseding and replacing the ordinance referenced in Recital D above ("CCN-4 District") under the Code dated November 24, 2025, and to which the City has assigned the number 2025-Rezone-0000028 (the "Rezoning Application").

F. CCNNA is the official registered neighborhood organization for the neighborhood in which the Property is located and, as such, Owner is required to notify CCNNA of Owner's development and its rezoning efforts and Owner and CCNNA have sought to notify the immediate neighbors residing in the vicinity of the Property, to disseminate its Project information and to discuss its Rezoning Application and address concerns regarding the Project and its impact on the neighborhood, which process has resulted in the agreements contained herein.

G. At a regularly scheduled board meeting held in November, 2025 (the "CCNNA Meeting"), the CCNNA Board voted to support the Rezoning Application, subject to the execution of this Agreement to include certain development requirements applicable to the Property and, by vote of the CCNNA Board on January 23, 2026, the form of this Agreement was approved for execution by CCNNA and for processing by the Parties prior to proceeding through the City Planning Board Hearing Process.

H. Owner and CCNNA now desire to set forth the agreements with respect to the Property reached with and for the community benefit of the Cherry Creek North residential neighborhood, including its agreements concerning the land use concepts governing the Property and the overall redevelopment of the Property to be rezoned, developed and used in accordance with this Agreement.

NOW, THEREFORE, in consideration of the conditions of rezoning of the Property, and the covenants, conditions, restrictions and undertakings set forth herein, and for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and CCNNA hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 Definitions and Interpretation. The following terms shall have the respective meanings assigned to them in this Section 1.01 unless otherwise parenthetically defined elsewhere in this Agreement:

"Affiliated Party" means a limited or general partner or member of Owner or any party who controls or is controlled by Owner which owns any portion of the Property.

"Agreement" means this Development and Community Benefits Agreement and Declaration of Restrictive Covenants, as it may be amended from time to time.

"Applicable Denver Plans" means, collectively, the Denver City planning documents, each as amended from time to time, including, without limitation, Comprehensive Plan 2040 adopted in May 2019, Blueprint Denver as the City's integrated Land Use and Transportation Plan adopted April 22, 2019, the revised form based Denver Zoning Code adopted in 2010, the Cherry Creek Area Plan adopted in 2012 and the zoning provisions adopted for the Cherry Creek North Business Improvement District adopted in 2014.

“*Board*” means the board of directors of CCNNA, as appointed or elected pursuant to the organizational documents and bylaws of CCNNA.

“*CCN-4 District*” has the meaning given such term in Recital E.

“*CCNNA*” means the registered neighborhood association in the City and County of Denver for the neighborhood bounded by First Avenue on the south, Colorado Boulevard on the east, University Boulevard on the west, and 6th Avenue on the north.

“*CCNNA Meeting*” has the meaning given such term in Recital G.

“*City*” means the City and County of Denver, State of Colorado.

“*Code*” means the Denver Municipal Code in effect as of the date of this Agreement, as the same may be modified from time to time and includes the Denver Zoning Code at Chapter 59 and the Denver building code and the rules and regulations promulgated thereunder.

“*Design Standards and Guidelines*” means those certain Cherry Creek North Design Standards and Guidelines adopted by the City as of September 26, 2014, as the same have been or may be amended from time to time.

“*Development Documents*” means, collectively, the Rezoning Application, the Site Plan and any and all documents and instruments (including, without limitation, all building plans, permits and authorizations) by and between Owner and the City or Owner and CCNNA or any third party relating to the use, development or construction of the Project.

“*Event of Default*” has the meaning given such term in Section 3.05.

“*Legal Requirements*” means all laws, rules, regulations, ordinances, codes, statutes and guidelines relating to the performance of Owner in connection with construction of improvements on the Property, including, without limitation, those under the Code and set forth in the Applicable Denver Plans.

“*Notice of Default*” has the meaning given such term in Section 3.05 of this Agreement.

“*Owner*” has the meaning given such term in the initial paragraph of this Agreement, together with their respective successors and assigns and together with any Affiliated Party that acquires property within the Property.

“*Party*” or “*Party*” has the meaning given such term in the Introduction.

“*Project*” has the meaning given such term in Recital E.

“*Property*” has the meaning given such term in Recital A.

“*Recorded Covenants*” has the meaning given such term in Section 3.02.

“*Rezoning Application*” has the meaning given such term in Recital E.

“*Site Plan*” has the meaning given such term in Recital C.

“*TDM Plan*” has the meaning given such term in Section 2.02(v).

Section 1.02 Use of Defined Terms. Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender and words of the singular number shall be construed to include the plural number, and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.03 Titles and Headings. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

ARTICLE 2

DEVELOPMENT OBLIGATIONS AND REQUIREMENTS

Section 2.01 Development of the Property Generally; Process and Requirements. The recitals set forth above are incorporated herein. In connection with the request for approval of the proposed changes pursuant to the Rezoning Application being made to the City, and in connection with ownership, development, construction and use of the Project on the Property or on any portion of the Property, Owner covenants and agrees as follows:

(a) **Rezoning.** Owner shall seek approval from the City for a change in the zoning for the Property in a manner consistent with the Rezoning Application; provided that Owner shall deliver a copy of this Agreement to the City planning department and all City agencies required to approve the Rezoning Application and to the City Councilperson for the City Council district in which the Property is located.

(b) **Development Process; Ongoing Communications to CCNNA.** Owner shall notify the City of this Agreement in connection with the processing of the Rezoning Application and the future Site Plan and site planning process for the Project. In connection with the completion of the Development Documents and the Site Plan process, Owner agrees to keep CCNNA reasonably informed, including without limitation, upon request from CCNNA, by presentation at the regularly scheduled meetings with the CCNNA Board or general meetings of CCNNA, as to the status of development of the Project, including updates regarding the Rezoning Application and the Site Plan process and presentation of the design development of the Project, including the overall building and landscape materials selected by Owner for the Project. Owner shall also provide to CCNNA a copy of the any traffic, mobility and/or transit management plans or studies submitted to the City in connection with the Site Plan and development process.

Section 2.02 Permitted Uses, Covenants and Restrictions. Owner may construct, erect, use and maintain improvements permitted in the proposed C-CCN-4 zone district pursuant

to the Code and as outlined in the Rezoning Application for the Property subject to the following covenants, conditions and restrictions:

(a) **Uses.** Owner has indicated a desire to develop the Property as residential with first floor retail in accordance with the C-CCN-4 zoning; provided that nothing herein shall bind Owner to such uses only. To that end, uses of the Property may include any uses allowed under the Code for the C-CCN-4 zone district, except that “dental/medical office and clinic” uses, as that term is defined by Section 11.12.4.6.B.1 of the Code, shall not be permitted; provided, however, that nothing in this Section 2.02 shall be deemed to prohibit (a) any dental or medical related uses for which the primary services do not include the in-person treatment of patients or clients, including, without limitation, office uses related to medical devices, or (b) the use of the Property as a day spa and boutique. Further, Owner agrees that no commercial uses (including occupied balconies or patios) shall be permitted in the north setback or step-back areas as those areas are described in the C-CCN-4 zoning code in effect as of the date of this Agreement, although a rooftop patio facing 3rd Avenue is allowed so long as the same does not extend beyond 50% of the building footprint running along Clayton Street. Nothing herein shall prohibit residential uses on the step-back areas of the Property or the rooftop and the same may be used for patios associated with residential uses. Any restaurant or café uses on the first floor of the Project building shall be allowed to use outdoor patio areas only on the 3rd Avenue (south) side of the building; provided that any such outdoor patio use may extend around the corner on the Clayton Street side of the building not to exceed beyond 50% of the building footprint running along Clayton Street. Any patio used for restaurant purposes shall be subject to sound restrictions as follows: any type of music disseminated from the establishment to or otherwise allowed to be heard in such outdoor patio space shall cease by 10:00 p.m. Sundays through Thursdays and by midnight on Fridays and Saturdays; the operator may close doors and windows after such times and operate inside the establishment until legal closing times therefor without violation of this Agreement. Further, the restaurant operator shall dispose of waste in such a manner that will avoid the disruptive sounds of dumping cans and bottles into metal trash bins between the hours of 10:00 p.m. and 8:00 a.m.

(b) **Car Parking.** The parking garage to be constructed below grade as part of the Project will provide sufficient parking spaces to meet the needs of the Project as determined through the Site Plan review process with the City. As of the date of this Agreement, the Code does not include parking minimums. If the Code parking requirements change in the future, the Project shall only be required to meet what is set forth in the approved Site Plan. If the uses for the Project include office uses instead of residential, then Owner agrees to allow such parking to be shared for after-hours uses by patrons of the other businesses in Cherry Creek North.

(c) **Bike Parking.** Bicycle parking areas shall meet or exceed the number required by the Code for the square footage of the building comprising the Project. The exact number of bicycle parking areas in excess of the minimum required for the Project shall be determined through the Site Plan review process with the City.

(d) **Design.** Owner shall cause the Project to comply with the CCN Design Standards and Guidelines.

(e) **Enhanced Landscaping in Setbacks.** Owner agrees that the minimum setback on the north side of the Property is 10 feet from the Property line. In such setback area, Owner agrees to provide and maintain enhanced lush landscaping consisting of larger and taller (i.e., more mature) trees that will assist in blocking the view of the Project development from the townhomes to the immediate north of the Project. Such enhanced landscaping shall be completed pursuant to a plan which shall be shared with CCNNA and the immediate neighbors and reasonably approved by CCNNA. Such landscape plan shall be approved by CCNNA promptly so long as the plan includes a combination of trees and bushes that will enhance the beauty of the setback area and provides a green canopy to visually help separate the Project building from the established townhomes to the immediate north of the Project.

(f) **Alternative Transportation Strategies.** CCNNA is actively participating in Cherry Creek initiatives with the City and other entities to reduce traffic congestion and air pollution in the Cherry Creek area. In order to provide for a community benefit to CCNNA, Owner shall participate in good faith with CCNNA and other business owners in the Cherry Creek area to discuss and address such issues in ongoing forums and organized discussions. Owner shall employ all commercially reasonable efforts to encourage and adopt transportation strategies that are commensurate with the Applicable Denver Plans, the transportation plan therein and the rules and regulations adopted by the City and its Department of Transportation and Infrastructure; provided, however, that Owner shall have no obligation to incur any cost or expense in connection therewith, except as contemplated by this Agreement. In connection therewith, Owner acknowledges its obligation to enter into a transportation demand management plan (a "TDM Plan") as a part of its development of the Project. The TDM Plan is an approved plan of strategies, which may include, without limitation, TDM Plan supportive infrastructure and TDM Plan programmatic strategies to maximize options for and facilitate the use of non-single occupancy vehicle travel modes for building occupants/residents and visitors. In connection with the development of Owner's TDM Plan, Owner shall prepare such plan in a timeframe concurrently with the preparation of the Site Plan for the Project and not wait until the Project is preparing for the issuance of the certificate of occupancy. Owner shall maintain compliance with the approved TDM Plan following the issuance of the certificate of occupancy. Owner shall consider utilizing Transportation Solutions (or a similarly competent transportation management company) in connection with its preparation of the TDM Plan required for the Project. Owner shall keep CCNNA reasonably informed of about the status of, and Owner's compliance with, the TDM Plan, as well any other initiatives and efforts to reduce traffic congestion and the air pollution caused by the increased density associated with the Project.

(g) **Undergrounding of Utilities.** In the event that Owner develops the Property with a plan to place utility lines underground for the Project, then Owner agrees to provide the owners of the townhomes to the immediate north of the Property notice thereof and enter into discussions to allow such townhomes to participate with Owner in

undergrounding the utilities running north in the alley area adjacent to such townhomes. The intent of this provision is to allow the owners of the townhomes to participate (as an owners' association) in the process and cost to have the utilities running adjacent to the townhomes placed underground, with Owner acting as the developer/contractor for such work and allowing the owners of the townhomes to pay the portion thereof relating to the lineal feet of work for undergrounding the utilities running parallel to and serving the townhomes.

Section 2.03 Good Neighbor Construction Practices. Owner acknowledges that the size of the Project will require the implementation of certain construction regulations in order to decrease the negative impact of such construction on the neighborhood. Accordingly, Owner agrees to implement construction practices to keep construction traffic to a minimum on side streets within the neighborhood and shall follow the good construction practices set forth in *Exhibit B*. Owner further acknowledges the requirement to file and implement a construction parking and implementation plan with the City and file such plan with the Cherry Creek North Business Improvement District. A copy of such plan shall be provided to CCNNA prior to commencing construction on the Property. Further, Owner agrees to provide contact information for the construction supervisor for the purpose of allowing concerns to be addressed promptly and directly with the contractor.

Section 2.04 Continuity; Design Review with CCNNA Committees. Owner agrees to work with CCNNA and its applicable zoning or development committees as the Project proceeds. Owner agrees to meet with CCNNA and/or such committees from time to time upon request by CCNNA as the Project design and Development Documents progress to address matters relating to the implementation of this Agreement. Upon the request of either party thereto, the parties shall meet to address changes or modifications to the Project design plans that may be deemed necessary or desirable or otherwise to review and approve changes to the Project design as may be required by the City or otherwise required to meet a specific need or concern of Owner in their development of the Project.

Section 2.05 CCNNA Approval; Board Participation. CCNNA agrees to prepare a letter in support of the Rezoning Application proposed by Owner on the conditions as outlined herein. CCNNA further agrees that, so long as Owner has not been reasonably alleged by CCNNA to be in default in the terms and conditions of this Agreement as of the applicable date, CCNNA will not oppose the Project or the approval of any subsequent Development Documents, including without limitation by filing any appeal thereto. Notwithstanding such letters of support, Owner acknowledges that there may be members or non-members of CCNNA who may take individual actions inconsistent with the approved actions of CCNNA or their respective Boards or committees. Owner acknowledges that CCNNA is a non-profit organization with a volunteer Board. Owner agrees to hold harmless the individual members of the Board (whether serving prior to or as of the date of this Agreement or in the future) in their individual capacity for any loss, expenses, damages or harm accruing to Owner and resulting out of this Agreement or from and against any actions by or through CCNNA (acting through or under their respective Board) in the negotiation, adoption, implementation and enforcement of this Agreement or in processing any changes hereto or in the implementation of the obligations hereunder.

Section 2.06 Modifications to Code. The Parties agree that Owner shall comply with C-CCN-4 requirements of the Code, as amended or modified from time to time. Notwithstanding the foregoing, Owner agrees that (i) to the extent that the Code is modified to relax or change any specific zoning or use restrictions contemplated in Section 2.02 herein, then this Agreement shall continue to control with respect to the matters so modified, and (ii) to the extent that the Code is modified to impose more restrictive zoning and/or use requirements than those that are contemplated herein, then the modified zoning code provisions control with respect to such matters made more restricted. This Agreement shall continue to be effective notwithstanding the implementation of revisions to or restatements of the Code and shall, to the extent possible, be read to be in conformity with such Code. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

ARTICLE 3

BINDING NATURE OF AGREEMENT; ENFORCEMENT

Section 3.01 Effective Date and Binding Nature of Agreement; Recorded. This Agreement and all and each of the provisions hereof shall become effective upon the final, non-appealable approval of the Rezoning Application and shall remain in full force and effect as if fully set forth in the Rezoning Application. This Agreement shall be recorded by Owner against the Property in order to restrict the Property in accordance with this Agreement. Owner agrees that the covenants and obligations set forth herein shall be binding upon the development of the Project and that if the Owner transfers the Property or any portion thereof, such transfer shall be subject to the provisions of this Agreement and any such purchaser shall be subject to and comply with the covenants and obligations of Owner set forth herein.

Section 3.02 Recording of Conditions; Covenants To Run With the Land. Owner hereby subjects the Property and the Project to the covenants, reservations and restrictions set forth in this Agreement ("Recorded Covenants"), it being expressly agreed and understood that the provisions hereof are intended to survive the transfer, sale or assignment (whether by voluntary transfer, foreclosure or otherwise) of any portion of the Property. In addition, in the event of demolition and reconstruction of the Project, the covenants and restrictions contained herein shall apply to any reconstruction of the Project on the Property and, to effectuate such agreement, the restrictions contained herein shall be incorporated into the Recorded Covenants to bind any reconstruction. A copy of this Agreement shall be delivered to the Denver Planning Department and all planners currently working with the Owner on the Rezoning Application, the Denver Planning Board and the District 6 City Council representative and the At-Large City Council Representatives prior to Owner proceeding in front of Denver Planning Board on the Rezoning applications. Thereafter, this Agreement shall be recorded by Owner against the Property immediately upon the final, non-appealable approval of the Rezoning Application and prior to applying for any permit for construction of the Project and a copy of such recorded Agreement shall be delivered to CCNNA. Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors in title to the Project. The Recorded Covenants and each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions,

regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 3.03 Burden and Benefit. Owner hereby declares its understanding and intent that the burden of the covenants, conditions and agreements set forth herein touch and concern the land in that Owner's legal interest in the Project, as applicable, and the Property is burdened by the provisions of this Agreement.

Section 3.04 Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Property in order to establish and carry out a common plan for the use, development and improvement of the Property.

Section 3.05 Default; Enforcement. If Owner defaults in the performance or observance of any covenant, agreement or obligation of Owner set forth in this Agreement or in any of the Recorded Covenants, then written notice thereof shall be given to Owner by CCNNA. For purposes of the enforcement of this Agreement, CCNNA shall have a right to identify facts under which CCNNA asserts constitutes a default by Owner under this Agreement and CCNNA shall confirm such assertion by and through the Board for or on behalf of CCNNA (following a formal vote of the Board in accordance with the respective organizational bylaws or adopted processes). Notwithstanding anything herein to the contrary, nothing herein shall give any individual member of CCNNA or any individual owner or resident within CCNNA any right to enforce the provisions hereof, it being the intent that only an action by and through the Board of CCNNA has the right to take action under this Agreement. In the event that the Board agrees that an Owner default has occurred, then the Board shall deliver written notice of such default to Owner with a copy to the City (the "Notice of Default"). If such Notice of Default remains uncured by Owner during the sixty (60) day period following the date of such notice of default, then an "Event of Default" shall be deemed to have occurred hereunder; provided, however, that if the Event of Default stated in the Notice of Default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as Owner institutes corrective action within said 60 days and diligently pursues such action until the default is corrected. Following the declaration of an Event of Default hereunder, this Agreement may be enforced as follows:

(a) By mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, requiring Owner to perform its obligations and covenants hereunder or enjoining any acts or things which may be unlawful or in violation of the rights or obligations hereunder.

(b) By taking such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Owner hereunder, including seeking damages, equitable remedies or both.

(c) If CCNNA institutes any action or proceeding in court to enforce any provision hereof against Owner for breach of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, they shall be entitled to recover all reasonable court costs and attorneys' fees incurred in connection with such proceeding.

(d) Owner hereby agrees that specific enforcement of Owner agreements contained herein is the only means by which CCNNA may obtain the benefits of such agreements made by Owner herein and Owner therefore agrees to the imposition of the remedy of specific performance against them in the case of any default by Owner hereunder. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to require the Board to act on any uncured Event or Default or to expend funds for enforcement of this Agreement. Any costs so expended to enforce this Agreement shall be recoverable by in accordance with Section 3.05(c).

Section 3.06 Term; Termination or Amendment of Agreement. Except for the Recorded Covenants set forth in Sections 2.02 (a) and 2.02(e), which provisions shall be binding on the Property in perpetuity, the term of this Agreement shall be for twenty-five (25) years from the date of this Agreement and shall become applicable to and shall bind Owner or any Affiliated Party and all property acquired by them within the Project. This Agreement may be amended or otherwise terminated only upon (i) a rezoning of the Property (or as to any portion thereof) subsequent to the rezoning pursuant to the Rezoning Application which is the subject of this Agreement so long as such further rezoning is in accordance with the rezoning procedures of the City and CCNNA or any then applicable registered neighborhood organizations existing under the then applicable Code are notified and given an opportunity to comment, approve or contest such rezoning and the applicability of this Agreement thereto, or (ii) by amendment or termination agreement in writing executed by Owner and CCNNA.

Section 3.07 Reconstruction. The provisions of this Agreement shall apply to any improvements constructed on the project Property and to any reconstructed improvements which, from time to time, may be constructed on the Property.

ARTICLE 4

MISCELLANEOUS PROVISIONS OF GENERAL IMPORT

Section 4.01 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 4.02 Binding Effect. All the covenants, agreements, terms and conditions to be observed and performed by Owner shall be applicable to and binding upon their respective Affiliated Parties and their successors and assigns.

Section 4.03 Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, express, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below for each of the parties hereto, or at such other addresses as may be specified in writing by the parties hereto to the other parties or by email so long as such email is confirmed received. Such notices being delivered to CCNNA by email shall be sent to Board president at the email address for contact purposes as shown on CCNNA website. Copies of any notices shall also be given to the Denver City Councilperson for the District in which CCNNA is located. Notices shall be deemed delivered on the date that confirmed delivery is made if by courier service or registered or certified mail.

If to Owner: CV Dance, LLC
c/o The Nichols Partnership Inc.
1644 Platte Street, Suite 130
Denver, Colorado 8002
Attn: Daniel Nichols
Email: dnichols@nicholspartnership.com, phone (303) 931-4064

If to CCNNA to the address of record with the Secretary of State
Attention: President of the CCNNA Board of Directors

IN EACH CASE, WITH A COPY TO THE CITY COUNCILPERSON FOR THE DISTRICT IN WHICH THE PROJECT IS LOCATED.

Section 4.01 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 4.02 Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 4.03 Third Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not a party hereto unless expressly otherwise provided herein. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, it being the intention and understanding of Owner that the benefits and burdens created by this Agreement shall be limited to and for the purposes herein specified.

Section 4.04 Recorded Covenants Prior to Any Mortgage or Financing. Any mortgage or financing liens against the Property shall be subject to the Recorded Covenants. Owner shall obtain the written consent to this Agreement by any lenders prior to this Agreement becoming binding on the parties hereto and such consents shall be in recordable form and shall be recorded concurrently with the recordation of this Agreement. Such lender consents to this Agreement shall be obtained by Owner prior to appearing before City Council seeking the approval of the Rezoning Application.

Section 4.05 Integration; Controlling Documents. This Agreement constitutes the final agreement of the parties hereto as to the matters set forth herein. This Agreement controls as to any prior term sheet, outline or other communications regarding the Project and CCNNA's positions with respect thereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Owner have duly executed this Agreement as of the date first set forth above.

CV DANCE, LLC, a Colorado limited liability company

By: THE NICHOLS PARTNERSHIP LLC, a Colorado limited liability company, its Manager

[Handwritten Signature]
Daniel Nichols, Manager

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29 day of JANUARY, 2026, by Daniel Nichols, as Manager of THE NICHOLS PARTNERSHIP LLC, as Manager of CV DANCE, LLC.

Witness my hand and official seal.

My commission expires: JAN. 22, 2027



[Handwritten Signature]
Notary Public (or official title)

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

Cherry Creek North Neighborhood Association

By: Linda Barker

Linda Barker, CCNNA Board President, on behalf of the CCNNA Board and as approved by the CCNNA Board dated January 23, 2026.

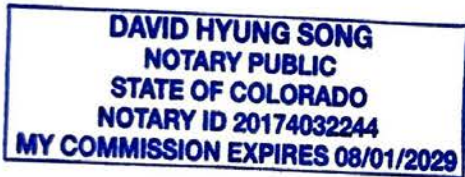
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of January, 2026, by Linda Barker as President of Cherry Creek North Neighborhood Association, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: Aug 1, 2029

[SEAL]



[Signature]
Notary Public (or official title)

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE NORTH 37 1/2 FEET AND THE SOUTH 62 1/2 FEET OF PLOT 10 AND THE SOUTH
1/2 OF PLOT 9, BLOCK 35, HARMANS SUBDIVISION, CITY AND COUNTY OF
DENVER, STATE OF COLORADO.

EXHIBIT B
GOOD NEIGHBOR CONSTRUCTION POLICY

Owner agrees to implement a plan of construction management techniques, including the following:

- Project manager cell phone 24/7
- Address parking for construction workers as required by the CCN Business Improvement District and deliver a copy thereof to CCNNA and seek to keep workers from parking in neighborhood restricted areas
- Trash picked up/enclosed port of lets out of sight
- No trucks and back up beeps before 8 a.m.
- Construction weekdays 7a.m. – 7 p.m. / weekends 8 a.m. – 5 p.m.
- Dust mitigation methods, including without limitation, water wagons for construction dust control.
- Use a website for the purpose of updating the CCNNA of important dates (such as street closures and water interruption) and generally for project updates. Provide a complaint forum via email so that neighborhood concerns are able to be expressed on a timely basis.

Owner will adhere to the “4 C’s”

Communication with Neighbors Can Facilitate Cooperation and Support

The 4-C Solution:

1. Communication:

Builders who communicate while attempting to limit the impact that construction invariably causes will win the tolerance of the neighboring residents. A sign on the site, a flyer, a letter to residents in the immediate area explaining the project and the anticipated schedule can alleviate much of the residents’ concerns about the short-term problems commonly generated by construction.

2. Common Sense:

While it is the nature of construction to be messy, noisy and paced to meet the pressure of deadlines and budgets, neighborhood sites require special consideration. Neighbors and builders must acknowledge the root of the situation – the area is both a neighborhood, where people retreat from the work-a-day world, and a job site, where time is money and money is the bottom line. Residents’ concerns arise when construction practices continually go beyond the limits of common sense.

3. Courtesy:

Builders can work to the limit of the law, which allows construction noise from 7 AM to 9 PM seven days a week. Thoughtful contractors who make the effort to schedule the more disruptive aspects of the project to take place during weekdays between 8 AM and 5 PM should expect few complaints from the surrounding residents. Builders who respect neighbors’ concerns and take action to remedy or modify a problem will find that that kind of consideration should gain

friendly support during the project. By responding with common courtesy, the contractor may attract a future project from another homeowner.

4. **Compromise:**

Compromise begins when builders and neighbors consider each other's point of view. Compromise takes place through friendly communication between neighbors, Owner and the contractors.

GUIDELINES FOR BUILDERS

Informing Neighbors: At least two days in advance of construction or demolition, Owner should:

1. Call or meet with as many adjacent neighbors as possible
2. Mail letter or flyers describing the project
3. Post a sign at the site with a phone number for questions

During Construction: Considerate site policies and procedures should be specifically outlined for the contractors' employees as well as any sub-contractors on the job.

1. Limit working hours of high noise operations to the middle of the day at least until the structure is fully enclosed
2. Limit and control radio noise
3. Consider neighbor's exposure in siting and screening the project's mechanical equipment
4. Place the dumpster on the lot or on the street in the middle of the site
5. Avoid blowing debris and accumulation of clutter
6. Cover the dumpster with a tarp bound by cord to contain dust and debris and to control unauthorized use of the dumpster
7. Park construction vehicles off-street if possible. Turn off engines unless operating other equipment
8. Place portable toilets away from property lines in less visible locations; arrange for regular service
9. Control dust with water and chutes
10. Avoid unnecessary damage to trees and landscaping