Commissioner Stevens moved adoption of the following Resolution:

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EAGLE, STATE OF COLORADO

RESOLUTION NO. 2004 005

APPROVAL
OF THE PUD AMENDMENT FOR THE
RIVERWALK AT EDWARDS
PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT

FILE NO. PDA-00046

WHEREAS, on or about July 22nd, 2003, the County of Eagle, State of Colorado, accepted for filing an application submitted by the Eagle II Developers (hereinafter "Applicant") for approval of a Planned Unit Development Amendment of the Riverwalk at Edwards PUD Control Document (hereinafter "PUD Amendment"); and,

WHEREAS, the Riverwalk at Edwards PUD Guide limits development based on maximum square footage allotments for Residential, Commercial and Flexible Space as found in Section III.B. Land Use Table; and,

WHEREAS, the amendment includes the following:

- To increase the amount of "Flexible Space" in Riverwalk, by decreasing the amount of the fixed Commercial Space floor area allotment (see attached Exhibit A). Flexible Space permits the developer to choose whether commercial, residential or fractional fee ownership uses are best suited for a particular location in the development, thereby better satisfying market demand. Floor area, building height and all previously approved permitted uses will remain the same; the developer must still comply with all applicable landscaping and parking requirements.

- To amend the square footages as written in Section III.B Land Use Table (see attached Exhibit A). Please note that the square footages are also to be amended in Section VIII Lot Coverage (of the PUD Guide) so that the total mix of square footage designations will be consistent throughout the PUD Guide.

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- To remove the current Flexible Space bullet which reads, "4,000 sq ft (which may be devoted to commercial, Fractional Fee Estate, and/or residential space, and if commercial with a corresponding increase in employee housing spaces)." The development already includes 173 employee-housing spaces, which is 23 spaces more than the developer was originally required to provide.

- The re-introduction of the Gross Floor Area illustration (see attached Exhibit B), which was inadvertently left out of the last PUD Guide amendment recorded April 13, 2000.

WHEREAS, the revised Riverwalk at Edwards Planned Unit Development Control Document is attached to this resolution (as Exhibit C) and shall supercede any previous PUD control documents (PUD guides); and,

WHEREAS, notice of the PUD Amendment was given to all proper agencies, adjacent property owners, homeowners and departments as required by the Eagle County Land Use Regulations, Sections 5-210.E and 5-240.F.3.m; and,

WHEREAS, at its public hearing(s) held November 19th, 2003, the Eagle County Planning Commission, based upon its findings, recommended **approval,** of the proposed PUD Amendment; and,

WHEREAS, a public hearing was held by the Board of County Commissioners (hereinafter "the Board") of the County of Eagle, State of Colorado, on December 9th, 2003 to considered this PUD Amendment; and,

WHEREAS, based on the evidence, testimony, exhibits, and study of the Master Plan for the unincorporated areas of Eagle County, comments of the Eagle County Department of Community Development, comments of public officials and agencies, the recommendation of the Planning Commission, and comments from all interested parties, the Board of County Commissioners of the County of Eagle, State of Colorado ("the Board"), finds as follows:

1. That proper publication and public notice **was provided** as required by law for the hearings before the Planning Commission and the Board.

2. **Pursuant to *Eagle County Land Use Regulations* Section 5-240.F.3.e. Standards for the review of a Sketch and Preliminary Plan for PUD:**

   (1) ***Unified ownership or control.*** The title to all land that is part of this PUD **IS** owned or controlled by one (1) person and/or entity which represent the homeowners of Riverwalk.

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(2) *Uses.* The uses that may be developed in the PUD **ARE** uses that are designated as uses that are allowed, allowed as a special use or allowed as a limited use in Table 3-300, "Residential, Agricultural and Resource Zone Districts Use Schedule" for the zone district designation in effect for the property at the time of the application for PUD.

(3) ***Dimensional Limitations.*** The dimensional limitations that shall apply to the PUD **ARE** those specified in Table 3-340, "Schedule of Dimensional Limitations", for the zone district designation in effect for the property at the time of the application for PUD.

(4) ***Off-Street Parking and Loading.*** It **HAS** been demonstrated that off-street parking and loading provided in the PUD complies with the standards of Article 4, Division 1, Off-Street Parking and Loading Standards, without a necessity for a reduction in the standards.

(5) ***Landscaping.*** It **HAS** previously been demonstrated that landscaping provided in the PUD can comply with the standards of Article 4, Division 2, Landscaping and Illumination Standards.

(6) ***Signs.*** The sign standards applicable to the PUD **ARE NOT** as specified in Article 4, Division 3, Sign Regulations. However, the current the Cordillera PUD has a comprehensive sign plan, as provided in Section 4-340 D., Signs Allowed in a Planned Unit Development (PUD), that **IS** suitable for the PUD and provides the minimum sign area necessary to direct users to and within the PUD.

(7) ***Adequate Facilities.*** The Applicant **HAS** clearly demonstrated that the development proposed in the Preliminary Plan for PUD will be provided adequate facilities for roads; the applicant **HAS** clearly demonstrated that the development proposed in the Preliminary Plan for PUD will be provided adequate facilities for potable water, sewage disposal, solid waste disposal, electrical supply and fire protection. In addition, the Applicant **HAS** demonstrated that the PUD is conveniently located in relation to schools, police and fire protection, and emergency medical services.

(8) ***Improvements.*** It **HAS** been demonstrated that the improvements standards applicable to the development will be as specified in Article 4, Division 6, Improvements Standards regarding:

(a) Safe, Efficient Access.
(b) Internal Pathways.
(c) Emergency Vehicles
(d) Principal Access Points.
(e) Snow Storage.

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(9) ***Compatibility with Surrounding Land Uses.*** The development proposed for the PUD **IS** compatible with the character of surrounding land uses.

(10) ***Consistent with Master Plan.*** The proposed Special Use Permit **CAN** be shown to be appropriate for its proposed location and be consistent with the purposes, goals, objectives and policies of the Master Plan and Master Plan FLUM, including standards for building and structural intensities and densities, and intensities of use.

(11) ***Phasing.*** A phasing plan **IS NOT** necessary for this development.

(12) ***Common Recreation and Open Space.*** The PUD **HAS** demonstrated that the proposed development will comply with the common recreation and open space standards with respect to:
(a) Minimum area;
(b) Improvements required;
(c) Continuing use and maintenance;
(d) Organization.

(13) ***Natural Resource Protection.*** The PUD **DOES** demonstrate that the recommendations made by the applicable analysis documents available at the time the application was submitted, as well as the recommendations of referral agencies as specified in Article 4, Division 4, Natural Resource Protection Standards, have been considered.

3. **Pursuant to *Eagle County Land Use Regulations* Section 5-280.B.3.e. Standards for the review of both a Sketch Plan, and Preliminary Plan for Subdivision:**

(1) ***Consistent with Master Plan.*** The PUD **IS** consistent with the Master Plan, and it **IS** consistent with the Future Land Use Map (FLUM).

(2) ***Consistent with Land Use Regulations.*** The Applicant **HAS** fully demonstrated that the proposed subdivision complies with all of the standards of this Section and all other provisions of these Land Use Regulations, including, but not limited to, the applicable standards of Article 3, Zone Districts, and Article 4, Site Development Standards.

(3) ***Spatial Pattern Shall Be Efficient.*** The proposed subdivision **IS** located and designed to avoid creating spatial patterns that cause inefficiencies in the delivery of public services, or require duplication or premature extension of public facilities, or result in a "leapfrog" pattern of development.

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(4) ***Suitability for Development.*** The property to be subdivided **IS** suitable for development, considering its topography, environmental resources and natural or human-made hazards that may affect the potential development of the property, and existing and probable future public improvements to the area.

(5) ***Compatible with Surrounding Uses.*** The proposed subdivision **IS** compatible with the character of existing land uses in the area and **SHALL NOT** adversely affect the future development of the surrounding area.

4. **Pursuant to *Eagle County Land Use Regulations* Section 5-240.F.3.m. *Amendment to Preliminary Plan for PUD.*:**

(1) **NO** substantial modification, removal, or release of the provisions of the plan have been found; this application **IS** in accordance with the provisions of section 24-67-104(1)(e); the modification, removal, or release **IS** consistent with the efficient development and preservation of the entire Planned Unit Development, **DOES NOT** effect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the Planned Unit Development or the public interest, nor is the PUD Amendment granted solely to confer a special benefit upon any person.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Eagle, State of Colorado:

THAT, the Planned Unit Development Amendment for Riverwalk at Edwards File No. PDA-00046 be, and is hereby **approved.**

THAT, the Board of County Commissioners directs the Department of Community Development to provide a copy of this Resolution to the Applicant

THAT the Board further finds, determines and declares that this Resolution is necessary for the health, safety and welfare of the inhabitants of the County of Eagle, State of Colorado.

MOVED, READ AND ADOPTED by the Board of County Commissioners of the County of Eagle, State of Colorado, at its regular meeting held this 6th day of January, 2004 *nunc pro tunc* to the 9th day of December, 2003.

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COUNTY OF EAGLE, STATE OF COLORADO, by and Through Its BOARD OF COUNTY COMMISSIONERS

ATTEST: Teak J. Simonton

BY: Carlene Brach, Deputy

Teak J. Simonton
Clerk to the Board of
County Commissioners

BY: _____
Michael L. Gallagher, Chairman

BY: _____
Tom C. Stone, Commissioner

BY: _____
Arn M. Menconi, Commissioner

Commissioner Stone seconded adoption of the foregoing resolution. The roll having been called, the vote was as follows:

Commissioner Michael L. Gallagher aye
Commissioner Tom C. Stone aye
Commissioner Arn M. Menconi aye

This Resolution passed by unanimous vote of the Board of County Commissioner of the County of Eagle, State of Colorado.

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3. No building, landscaping or land use activity may occur without express written consent of the Design Review Board. The issuance of a building permit by Eagle County is not subject to Design Review Board approval.

B. Procedures

Construction shall not begin until Eagle County building permits are obtained.

VIII. Lot Coverage

A. Maximum floor area will be calculated as defined in net floor area. Net allowed over the entire site is as follows:

1. Total Area + 22.45 Acres = 978,139 sq. ft.

2. Total Building Area 380,000 Sq. Ft.

Commercial 210,702 Square Feet

Residential - 96,000 Square Feet (46,000.00 of the residential shall be devoted to employee housing as described herein)

Flexible 73,298 sq. feet

73,298 sq. ft. unrestricted.

The Floor Area and Lot Coverage calculations are measured from the outside of all exterior walls. These calculations will be based upon an 8" exterior wall and center of party wall.

B. Maximum lot coverage of buildings allowed over entire PUD: 50% of total PUD area (489,070 square feet).

C. Maximum impervious cover allowed over entire PUD: 70% of total PUD area (684,700 square feet).

D. Covered, enclosed or otherwise weather protected spaces or similar architectural features such as extended eves, atriums, malls, canopies, awnings, passageways, hallways, bus stops, swimming pools and skating areas shall be considered as impervious coverage but are exempt from floor area limitations.

IX. Snow Storage

An area (or areas) totaling 20% of the total surface parking and driveway coverage is to be allotted for snow storage.

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Exhibit A

Proposed Text Amendments

Section III.B Land Use Table

B. Land Use Table

1. Total Land Area = 22.455 Acres = 978,139 sq.ft.

2. Total Building Area 380,000 sq. ft.

- Commercial Floor Area ~~256,000 sq. ft.~~ 210,702 sq. feet

- Residential Floor Area 96,000 sq. ft. (46,000 sq. ft. of which shall be devoted to employee housing units, as otherwise described herein)

- Flexible Space ~~28,0000 sq. ft.~~ 73,298 sq. feet

  - ~~4,000 sq.ft. (which may be devoted to commercial, Fractional Fee Estate, and/or residential space, and if commercial with a corresponding increase in employee housing spaces)~~

  - ~~24,000 sq. ft~~ 73,298 sq. feet (unrestricted)

- Fractional Fee Estate areas may be allotted from either the commercial, residential, or flexible space square footage allotment.

- Open Space 410,000 sq. ft.

- Parking 926 spaces

Section VIII Lot Coverage

VIII. Lot Coverage

A. Maximum floor area will be calculated as defined in net floor area. Net allowed over the entire site is as follows:

1. Total Area = 22.45 Acres = 978,139 sq. ft.

2. Total Building Area 380,000 Sq. Ft.

Commercial ~~256,000~~ Square Feet 210,702 Sq. Ft.

Residential - 96,000 Square Feet (46,000.00 of the residential shall be devoted to employee housing as described herein)

Flexible ~~28,000 Square Feet Total~~ 73,298 sq. feet

- ~~4,000 sq. ft. may be devoted to commercial, Fractional Fee Estate, and/or residential space, and if commercial, with a corresponding increase in employee housing spaces.~~

~~24,000 sq. ft.~~

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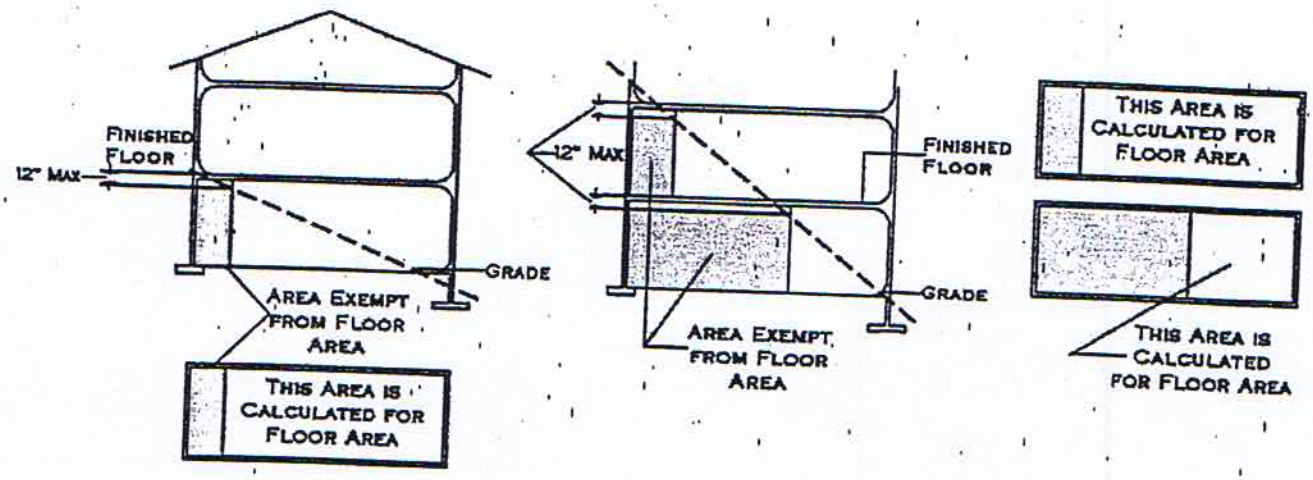
Exhibit B

Reintroduction of the Floor Area Gross Illustration
Section II.*Defined Terms*

Floor Area Gross – The sum of the gross horizontal areas of the several floors of a building from the exterior face of exterior walls, or from centerline of a wall separating two buildings, but excluding any space where floor-to-ceiling height is less than 4 ½ feet or adjacent grade is greater than 12" or less to ceiling structure of the lower floor.



Floor Area Net – The gross floor area of a building less fifteen percent.

Fractional fee estate – Fractional Fee Estate means any interest in real property, including condominiums, owned or leased by five or more persons or entities or any other device including ownership in a corporation, cooperative, partnership, or joint venture whereby the owners or lessees have formally or informally agreed that such owners or lessees shall have the preferred or exclusive use during specified periods of time. Any conveyance of a fractional fee estate or undivided interest by separate deed is within this definition and is to be regulated hereby. A fractional fee estate shall be deemed to be created upon the marketing, promotion, selling or offering to sell specified period or periods of time in one or more residential units.

Hotel, Lodge, and Motel – a building designed or intended for the accommodation of tourists or guests for compensation. Accessory uses associated with these buildings may include offices, laundry facilities (for the occupants), recreation facilities, a lobby or lounge, kitchen and dining facilities, and similar accessory uses associated with commercial "motel" or "lodge" operations.

Mall – a shaded or roofed promenade or a concourse providing access to shops or businesses.

Open Space – a tract or tracts of land within the Riverwalk P.U.D. project dedicated to public or private use for recreation which may remain in its natural or undisturbed state, or which may be landscaped and improved for such amenities as playgrounds, parks, picnic areas, pedestrian footpaths, bicycle paths, and view areas.

Planned Unit Development – a zoning district, approved by the appropriate local governmental agencies, specific to a particular parcel of land, and allowing such uses as residential, commercial, business, or recreational, or any combination of the foregoing.

Planned Unit Development Control Document – a formal document which establishes the permitted land uses and building restrictions within a planned unit development.

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Exhibit C

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THE RIVERWALK AT EDWARDS

PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT

I. Purpose

To provide the guidelines for a town center for the community of Edwards, allowing for flexibility and creativity in the design and physical arrangement of the proposed commercial/residential uses.

Definitions

Terms used herein shall refer to definitions provided in Section 2.05 of the Eagle County Land Use Regulations on the effective date of this Planned Unit Development, unless such terms are otherwise specifically defined in this section.

II. Defined Terms

"Apartment" - a room or group of rooms in a single or multi-family structure, or located in a retail oriented structure, which is used as a dwelling unit.

"Amphitheater" – outside theater for multiple uses.

"Atrium" - An opening through one or more floor levels closed at the top and which may or may not be enclosed at each end or facet and is eight feet square or larger and may be located in any part of a building and may or may not have a different definition than the Uniform Building Code definition of Atrium.

"Building" - Envelope lines extended vertically from a horizontal plane which depict the area within which a building is to be constructed. These lines indicate the maximum horizontal extent allowed for the building walls, but do not necessarily represent shape of the exterior walls of the building.

"Building Height" - the distance measured vertically, from the finished grade at any given point to the top of a flat roof, or mansard roof, or to the midpoint between the eaves line and the peak of a gable, gambrel, hip, shed, or similar pitched roof, and measured to the peak of roofs which exceed a slope of 12:12.

"Condominium Unit" - an individual air space until consisting of any enclosed room or rooms occupying all or part of a floor or floors used for residential, business, professional, or commercial purposes, together with the interest in the common elements appurtenant to that unit. dwelling occupies by one family living independently of any other family, and having not more than one indoor kitchen facility which is limited to the use of one family. The term Dwelling Unit shall not include hotel, motels, clubs or boarding houses.

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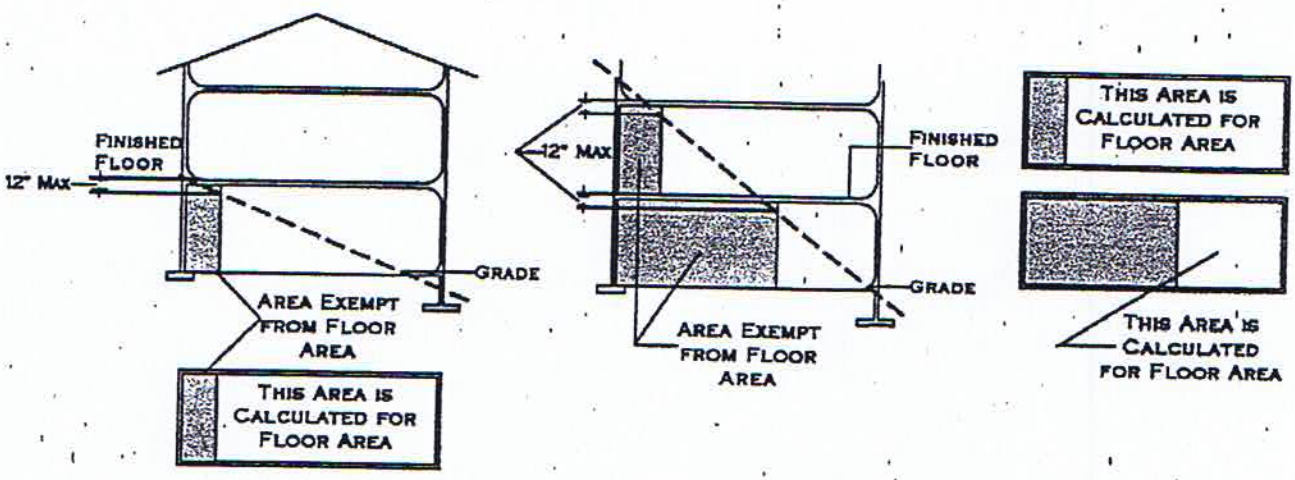
"Family" - one or more persons related by blood, marriage, or adoption, including domestic servants, living together in a dwelling unit used as a single housekeeping unit; or a group of not more than four (4) unrelated persons living together in a dwelling unit used as a single family housekeeping unit.

"Floor Area Gross" - The sum of the gross horizontal areas of the several floors of a building from the exterior face of exterior walls, or from centerline of a wall separating two buildings, but excluding any space where floor-to-ceiling height is less than 4 1/2 feet or adjacent grade is greater than 12"or less to ceiling structure of the lower floor..



"Floor Area Net" - The gross floor area of a building less fifteen percent.

"Fractional Fee Estate" – Fractional Fee Estate means any interest in real property, including condominiums, owned or leased by five or more persons or entities or any other device including ownership in a corporation, cooperative, partnership, or joint venture whereby the owners or lessees have formally or informally agreed that such owners or lessees shall have the preferred or exclusive use during specified periods of time. Any conveyance of a fractional fee estate or undivided interest by separate deed is within this definition and is to be regulated hereby. A fractional fee estate shall be deemed to be created upon the marketing, promotion, selling or offering to sell specified period or periods of time in one or more residential or commercial units.

"Hotel, Lodge, and Motel" - a building designed or intended for the accommodation of tourists or guests for compensation. Accessory uses associated with these buildings may include offices, laundry facilities (for the occupants), recreation facilities, a lobby or lounge, kitchen and dining facilities, and similar accessory uses associated with commercial "motel" or "lodge" operations.

"Mall" - A shaded or roofed promenade or a concourse providing access to shops or businesses.

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"Open Space" - a tract or tracts of land within the Riverwalk P.U.D. project dedicated to public or private us for recreation which may remain in its natural or undisturbed state, or which may be landscaped and improved for such amenities as playgrounds, parks, picnic areas, pedestrian footpaths, bicycle paths, amphitheater, and view areas.

"Planned Unit Development" - a zoning district, approved by the appropriate local governmental agencies, specific to a particular parcel of land, and allowing such uses as residential, commercial, business, or recreational, or any combination of the foregoing.

"Planned Unit Development Control Document" - a formal document which establishes the permitted land uses and building restrictions within a planned unit development.

"Primary Lot Lines" - plotted or parcel lines utilized to compute the P.U.D. zoning requirements. A property line cannot be considered to be primary if it creates a condition of non-compliance with the P.U.D.

"Public Building" - a building occupied by a non-profit corporation or a non-profit establishment for a public o semi-public use.

"Secondary Lot Lines" - secondary property lines resubdivide a structure or structures into two or more properties whose zone district requirements have already been met.

III. Allowed Uses

A. Land Uses

Uses by Right

1. Office space (provided all activity is conducted within a building) for a business or profession, including, but not limited to, medical, legal, architectural, engineering, dental, accounting, and arts or crafts offices or studios.

2. General Retail Establishments, including, but not limited to, those for the sale of food, beverages, clothing, furniture, hardware, appliances, garden supplies and materials, and other related businesses.

3. General and Personal Service Establishments including, but not limited to banks, restaurants, indoor theatres, art galleries, hotels/motels, museums, photography studios/shops, artisans studios/shops, florists, book stores, bakeries, jewelry stores, office supply stores, drug stores, liquor stores, grocery stores, sporting goods stores, convenience stores, daycare facilities.

4. General Commercial Uses compatible with the town center theme and design architectural standards for the project

5. Sales & Rental businesses.

6. Residential Uses including apartments, condominiums and employee housing units.

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7. Fractional Fee Estate.

8. Public Buildings including, but not limited to, a Town Hall, community center, municipal offices, and a bus station.

9. Indoor Recreational Facilities such as health clubs, bath houses, and swimming pools.

10. Outdoor Recreational Facilities such as health clubs, bath houses, and swimming pools.

11. Community Service Establishments including, but not limited to, health care clinics or facilities, public meeting areas, libraries and public administration offices.

12. Structures such as a clock tower, a bell tower, and other structures (with the capability of serving beverages and foods) which enhance the architectural principles of the town center theme.

13. Open space and landscape areas shall be allowed amenities and features such as observation or view structures, gazebos, decks, and shelters.

Special Uses

1. Amphitheater

B. Land Use Table

1. Total Land Area = 22.455 Acres = 978,139 sq. feet.

2. Total Building Area 380,000 sq. feet.

- Commercial Floor Area 210,702 sq. feet.

- Residential Floor Area 96,000 sq. feet. (46,000 sq. ft. of which shall be devoted to employee housing units, as otherwise described herein)

- Flexible Space 73,298 sq. feet

  • 73,298 sq. feet (unrestricted)

- Fractional Fee Estate areas may be allotted from either the commercial, residential, or flexible space square footage allotment.

- Open Space 410,000 sq. feet.

- Parking 926 spaces

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IV. Performance Standards

A. A Design Review Board shall be created to review all building, landscaping or land use activity. No building, landscaping or land use shall occur without the express written consent of the Design Review Board. The issuance of a building permit by Eagle County is not subject to Design Review Board approval.

B. The Design Review Board has the authority to approve changes in the overall landscape plan, which may occur in conjunction with future construction, however, all landscaping plans shall be subject to County review as part of the building permit process.

C. Building materials shall be of natural substances which conform to the theme and intent of the town center concept, as detailed more specifically in the Design Review Board Guidelines.

D. No waste materials of any type shall be deposited upon a property in such a form or manner that they may be transferred off the property by natural causes or forces.

V. Parking

The applicable Eagle County land Use Regulations in effect on the date of approval of this Planned Unit Development shall be the minimum standard for parking (see attached Appendix "1") and said standards shall be applied:

A. Up to 30% of the total outside parking spaces for the overall project shall be allowed to be of the size (9' X 18') for compact cars. This will be prorated on a phased basis.

B. Shared Parking, The total accumulated parking requirement may be reduced by 20% due to the mixed use and mixed impact time periods.

VI. Revegetation of Disturbed Areas

Revegetation of disturbed areas shall be required on all lots. Topsoil shall be saved and/or protected from erosion during construction and used for revegetation of disturbed areas. Responsibility for revegetation shall be that of the property owner at the time of disturbance.

VII. Design Review Board

A. Authority

1. The Design Review Board shall review all building, landscaping, and land use activity.

2. The Design Review Board shall not unreasonably withhold approval.

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X. Setbacks

A. There shall be no standard setbacks from internal front, rear, and side property lines. Buildings shall be limited, however, by the extent of the building envelopes as shown on the approved final plat, and any subsequent amendments thereof.

B A zero setback provision shall be allowed between buildings to enhance and emphasize the town center concept. Subdivision and/or resubdivision, as is applicable, shall be allowed for buildings and properties employing the zero setback provisions. All standards and requirements of the Uniform Building Code, the Eagle County Building Resolution, and applicable fire codes in effect at the time of the building permit application shall be observed.

C. There shall be a fifty (50) foot setback from the U.S. Highway No. 6 and the Interstate 70 Access Road right-of-ways. There shall be a setback from the Eagle River corresponding to the 100 Year Flood line or to a line fifty (50) feet from the high water mark, whichever is greater.

XI. Maximum Height of Buildings

A. Interpretation

1. Due primarily to the contour of the land which generally slopes downward and away from Highway 6 to the Eagle River, flexibility in height and associated design criteria is necessary.

2. If, due to variations in terrain, the height limits are exceeded for less then 10 percent of the allowed height in no more that 10 percent of any frontage, it shall be deemed to meet the height regulation.

3. architectural or mechanical features which are located at least 25 feet from any building edge may exceed the height limit by a maximum of 10 feet. Chimneys which serve operable fireplaces may be placed at a building perimeter and must not extend more than 10 feet above the parapet or roof line.

4. The height limits are intended to be interpreted interactively with the design standards. Where conflicts arise the design standards shall take precedence.

5. Height measurement shall be calculated from finish grade to the top of a parapet wall or to the halfway point of a pitched roof.

B. Building Areas M, N, & O

Maximum height 35 feet.

C. Building Areas K, L

1. For 70 percent of the South building frontage - maximum height 35 feet.

2. For 20 percent of the South building frontage - maximum height 40 feet.

3. For 10 percent of the South building frontage - maximum height 65 feet.

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4. For the East & West building frontage - maximum height 35 feet.
5. For 90 percent of the North building frontage - maximum height 35 feet.
6. For 10 percent of the North building frontage - maximum height 40 feet

D. Building Areas I, J

1. For 70 percent of the South building frontage - maximum height 50 feet.
2. For 20 percent of the South building frontage - maximum height 55 feet.
3. For 10 percent of the South building frontage - maximum height 65 feet.
4. For 70 percent of the East & West building frontage - maximum height 50 feet.
5. For 20 percent of the East & West building frontage - maximum height 55 feet.
6. For 10 percent of the East & West building frontage - maximum height 65 feet.
7. For 70 percent of the North building frontage - maximum height 50 feet.
8. For 20 percent of the North building frontage - maximum height 55 feet.
9. For 10 percent of the North building frontage - maximum height 65 feet.

E. Building Areas H

1. For 70 percent of the South building frontage - maximum height 50 feet.
2. For 20 percent of the South building frontage - maximum height 55 feet.
3. For 10 percent of the South building frontage - maximum height 65 feet.
4. For 70 percent of the West building frontage - maximum height 50 feet.
5. For 20 percent of the West building frontage - maximum height 55 feet.
6. For 10 percent of the West building frontage - maximum height 65 feet.
7. For 50 percent of the North & East building frontage - maximum height 65 feet.
8. For 50 percent of the North & East building frontage - maximum height 50 feet.

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F. Building Areas F, G

1. For 70 percent of the South & West building frontage - maximum height 55 feet.
2. For 30 percent of the South & West building frontage - maximum height 65 feet.
3. For 70 percent of the North & East building frontage - maximum height 65 feet.
4. For 30 percent of the North & East building frontage - maximum height 75 feet.

G. Building Areas D, E

1. For the South building frontage - maximum height 40 feet.
2. For 80 percent of the South building frontage - maximum height 35 feet.
3. For 20 percent of the South building frontage - maximum height 40 feet.
4. For 70 percent of the North building frontage - maximum height 50 feet.
5. For 30 percent of the North building frontage - maximum height 55 feet.

H. Building Areas B, C

1. For the South building frontage - maximum height 35 feet.
2. For the East & West building frontage - maximum height 40 feet.
3. For the North building frontage - maximum height 45 feet.

I. Building Area A

1. For the South building frontage - maximum height 35 feet.
2. For the East, North & West building frontage - maximum height 55 feet.

J. Riverfront Park

Maximum building height - 35 feet.

XII. Open Space

A. Open Space shall consist of areas designated as such on the final plat, and areas outside of the building envelopes, excluding drives, walks, and parking areas.

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B. All Open Space area shall be considered public unless designated otherwise on the final plat or on subsequent amendments.

C. Maintenance of the Open Space shall initially be the responsibility of the Riverwalk Property Owner's Association. Future designations of all or portions of the Open Space for uses such as a bike path or scenic river corridor may require release of dedication of such areas to appropriate public entities. It shall be the Association's responsibility to provide for adequate insurance coverage in the event of potential injury or damages incurred by the public, employees or owners while crossing the Open Space area.

D. Costs for the maintenance of Open Space shall be prorated equally among all property owners based on the percentage of project ownership, excluding the Open Space areas.

XIII. Vehicles

No campers, boats, trailers, snowmobiles, or other such recreational vehicles or devices shall be stored on the site unless permitted by the regulations of the property owner or homeowners' association. Vehicles and trailers related to the construction of a particular phase or building within the project boundary shall be allowed on a temporary basis. These construction vehicles and trailers shall be removed from the site within thirty days of completion of the subject building.

XIV. Animals

The Animal Control Regulations in effect for Eagle County shall govern the control of domestic animals for the project.

XV. Signs

Comprehensive Sign Plan

The comprehensive sign plan will govern and conform to the boundaries of the entire Riverwalk P. U. D. as approved in the preliminary plan and final plat. The comprehensive sign plan, as described in the Eagle County Land Use Regulations, will be accomplished in two steps.

Step one will be to review the plan and receive final approval from the existing Riverwalk Design Review Authority. Step two will be to receive a sign permit from the county. The application is submitted to the Eagle County Community Development Department, but only after the Design Review Authority has given final approval to the plan.

All applications for signs will have full colored renderings, site location, dimensioned wall elevation and a complete description of all materials that will be used in the sign.

The user will pay the cost of obtaining a permit.

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A. Sign Plan Goals

1. Provide adequate visual notice for products, businesses and associated activities for the project, including safety, traffic flow and public facilities.

2. To assure that all signs are attractive and not garish or offensive, and no visual discord results.

3. To assure that all signs are designed and constructed in a manner appropriate to, and consistent with the historic style architecture of the project.

B. Definitions

1. Banner - A piece of natural or man made material such as fabric bearing a slogan, business, religious or political message.

2. Building Directory Sign - An alphabetical or classified listing of names and locations of businesses in a specific building. The following shall govern the Building Directory Signs:

   a. Interior signs less than 8 sq. ft. are exempt

   b. Exterior signs up to 10 sq. ft. are exempt from permitting ,but subject to administration.

   c. Exterior signs larger than 10 sq. ft. are subject to permitting, and administration, and counted against sq. footage allowance per business. No business listing within the directory may exceed 10 sq. ft.

3. Building Front- Any vertical surface, facade or series of connected elements, such as porches which are oriented to or generally parallel to a public street, parking lot, walkway, or exterior passageway. A building can have more than one front.

4. Construction Sign - A temporary sign identifying a subdivision, development of property improvement by a builder, contractor, or other person furnishing materials, labor, or services to the premises.

5. Design Criteria - The Riverwalk Project is designed as a Neo- Victorian style village. The D.R.A requires the design of signs in the village to be in a Victorian / Turn of the Century style.

6. Design Review Authority - D.R.A. A formally established entity, which has full and final approval authority for all sign matters provided for by the standards set forth in the P.U.D. Control Document.

7. Directional Sign - Any sign within the project's boundaries that directs the movement or placement of pedestrian and/or vehicular traffic with or without reference to, or inclusion of, the name of the product sold or service performed.

8. Entrance Sign - One sign for each of the three project entrances shall be allowed to identify the project, provided that the total sign area in each does not exceed forty (40) square feet nor fourteen (14) feet in height. The entrance sign shall not be included in the total sign area allowed and shall not be required to meet the height/setback calculation, provided that the sign is neither located within an intersection, clear zone, nor impeded drainage.

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9. Flag- A piece of fabric, usually with a pattern used to denote Nation, State, Government, ownership, or a business or product name, generally oblong or square in shape, and attached to a pole or staff

10. Frontage Measurement - Business front shall be measured along the finished grade of the business for sign allowance calculation purposes.

11. Hotel Sign - The D.R.A. recognizes that Hotels are unique buildings and businesses, therefore the signage of hotels will be as follows:

    a. One monument sign if possible.

    b. One identification sign per building side, but not to exceed 3 signs. Each identification sign shall not exceed 50 sq. ft. in size and shall not be higher than the building.

12. Identification Sign - a sign or symbol (e.g:, nameplates or plaques) which identifies a person, building, street name or address, landmark, or natural feature.

13. Lighted Sign- Any sign that is illuminated by artificial lighting in any manner.

14. Major Business - A business under a single ownership which contains 5,000 square feet or more of floor area. Ownership refers to the business not the building.

15. Monument Sign - A free standing sign allowed for a major business, not to exceed 32 sq.ft. per side, with a maximum of two sides. One will be allowed at P.U.D. entrance " A ", the west entrance on the I-70 access road. Additional P.U.D. Monument entry signs will be at the discretion of the D.R.A.

16. Projecting Sign - Any sign which is attached to a building where the attachments are generally perpendicular to a building. This sign must have nine (9) feet of clearance measured from the bottom of the sign to the top of the finished grade and no portion may project more then sixty (60) inches from the face of the building.

17. Residential Building, Lot or Occupant Identification Sign - A sign containing no commercial information, but which identifies the owner or occupant of a dwelling unit, which is devoted primarily to residential use.

18. Riverwalk Theater Marquee - The D.R.A. recognizes that the Riverwalk Theater is a unique building and business. Therefore the signage allowed for the theater is 150 sq. ft. of Marquee.

19. Sign - Any letters, figures, design, symbol, trademark, or other device intended to attract attention to any place, subject, person, firm, corporation, public performance, article, machine or merchandise whatsoever and painted, printed, constructed or displayed in any manner whatsoever.

    a: Any sign with a background shall have the total sq. footage of the area counted in the calculation including the background.

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b. Any sign that is constructed of individual letters or logos but with no background as such, shall have the area of each letter or logo calculated individually and the sums shall be the total square footage of the sign.

20. Sign Height - The vertical distance from the average finished grade below the sign to the highest point on the sign structure.

21. Height / setback calculation - Height / setback calculations for signs shall be determined by the following method:

    a. No sign shall extend above the planes formed by intersecting imaginary lines from the lot lines to the setback lines, or to the top of the tallest building on the site, whichever is greater. The truncated pyramid formed by these planes is the height / setback limit. All signs on the site shall conform to the above calculation, unless specifically exempted.

22. Special Business Sign - An enclosed or glassed-in-case used for changeable displays such as movie posters, restaurant menus or special sale items.

23. Temporary Directional Sign - Any sign on the lot that directs the movement or placement of pedestrian or vehicular traffic with or without reference to the name of the business or product sold . Such signs can remain for no more then two years, or when a building is built on the lot were the Temporary Directional Sign is erected, which ever is sooner. The silhouette, outline and shape of this sign must be of a Victorian style to conform with the P.U.D. On the face of the sign backing, signs may be placed which identify individual businesses or product. These signs shall not exceed 8 sq. ft. for each business or product. The total signage per temporary directional sign shall not exceed 65 sq. ft. Each sign shall be designed and constructed to be similar to the actual business sign to which it refers. Signs may be lighted, provided that lighting meets standards listed in the P.U.D. Control Document.

24. Temporary sign - A sign which relates to a single event erected not more than thirty (30) days prior to the event to which it relates, such as an auction, sale of agricultural products, art work or handicrafts, and bona fide grand openings. A sign shall be considered temporary if displayed for less than thirty (30) days in a 90 day period.

25. Window Sign - A sign which is affixed or attached to, or located within thirty six (36) inches of the interior of a window and which sign can be seen through the window from the exterior of the structure.

C. Permitted Signs

1. Outward Signs on the Riverwalk Building Exterior- Each individual business within the business center shall be allowed twenty (20) sq. ft. of sign in addition to one (1) square foot of sign area per lineal foot of building front for the first thirty-two (32) feet and one third (1/3) of a square foot of sign area per lineal foot of building front in excess of thirty-two (32) feet up to a maximum of sixty-four (64) square feet, per business. This total sign area allowance may be allocated to one or more signs of any permitted type. Allocation of total aggregate sign area to individual businesses or tenants is not a function of this regulation, but shall be the responsibility of the D.R.A.

2. Inward Signs - Outside of a business on the exterior of a building facing a sidewalk, breezeway or passageway. Allowable sq. ft. will be 60% of the outward sign sq. footage. See E-2, also.

3. Entrance Signs, Theater Marquee, Hotel, Monument and all signs not covered by paragraph E. (Signs exempt from permitting but subject to administration).

4. The total sign area allowance may be allocated to one or more signs of any permitted type. Not to exceed 4 total signs.

D. Prohibited Signs - These signs are prohibited: Signs that have flashing or moving lights, signs that have sound producing devices, signs containing powered movement, signs with bright lights, and signs that are pornographic, suggestive or otherwise in bad taste.

E. Signs Exempt from Permitting but subject to Administration - The following signs are allowed but are subject to the Comprehensive Sign Plan.

1. All signs, whether permanent or temporary, which do not exceed six (6) square feet in sign area and provided that such signs do not exceed one (1) in number per individual business, parcel, lot, or group of contiguous lots under one ownership.

2. Interior Signs -Signs oriented to the interior of the building, but on the exterior of the businesses facing walkways, passageways or mall. These signs shall not exceed 40% of the exterior sq. footage.

3. All information signs on public property provided that such signs are related to use of the property and are erected and maintained by the land management agency.

4. Official government notices and notices posted by governmental officers in the performance of their duties to provide warning, necessary information, direction or other regulated purposes.

5. Temporary or permanent signs erected by a public utility company or construction company to warn of dangerous or hazardous conditions.

6. Temporary signs such as flags, pennants or banners for a special civic event. Such displays may be erected three (3) weeks prior to the opening of the event and shall be removed one (1) week after completion of the activity.

7. Memorial tablets or commemorative plaques installed by an historical agency, including cornerstones for buildings.

8. Decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday.

9. Flags of any state, nation, government or any other flag:

Each flag may not exceed thirty two (32) square feet per side. Flags must be limited in number and size to be appropriate for and meet the approval of the D.R.A. Flags shall not be flown higher than 10 ft. above the highest point of the building that it is on.

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10. Works of fine art, which are displayed and offered for sale, may have sale or price signs of an appropriate size.

11. Any religious emblem or insignia.

12. Mail box or house numbers.

13. Residential Building, lot or occupant identification.

14. Building name, identification and address.

15. Vehicular traffic, bicycle, and pedestrian control signs.

16. Directional signs shall be allowed, provided that the total sign area or each sign does not exceed six (6) square feet and ten (10) feet in height. Directional signs shall not be included in the total sign area allowed per individual business or lot, or per shopping center, business, commercial or industrial park, and shall not be required to meet the height/setback calculation, provided that the signs neither impair visibility for traffic movement nor impede drainage.

17. One (1) temporary For Rent or For Lease sign per business shall be allowed, provided that the total sign area of each sign does not exceed one (1) square foot in sign area. Said sign must be removed upon completion of the rent or lease of the business. This temporary sign shall not be included in the total sign area allowed for each business.

18. Temporary For Sale, For Rent or Lease signs advertising vacant land provided that the total sign area of all such signs shall not exceed sixteen (16) square feet and be limited to one sign per parcel. Said sign must be removed within thirty (30) days of completion of the land sale. These temporary signs shall not be included in the total sign area allowed for each business.

19. One (1) construction sign for each construction project not to exceed thirty-two (32) square feet in sign area. Individual tradesmen may display separate signs not, to exceed eight (8) square feet each in addition to the thirty-two (32) square foot construction sign. Such signs may be erected ten (10) days prior to beginning construction and shall be removed at completion of construction. Construction signs shall not be included in the total sign area allowed for each business.

20. Window signs are permitted, provided that no more than twenty (20) percent of the exterior window area, per street frontage, is covered by signs. Window signs shall not be included in the total sign area allowed.

21. Special Business signs, not exceeding three (3) feet by four (4) feet in size and not to exceed two (2) signs on the entrance frontage and two (2) signs per frontage for the remaining sides. These signs are in addition to other permitted signs and shall not be included in the sign area allocation.

22. Non Street Level - Second floor and above or below street level:

    a. Offices shall have up to 1 sq. ft. of signage on entry door or on wall next to entry door. Each business will be represented on the main building directory.

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b. Retail may have up to 3 sq. ft. Each business will be represented on the main building directory.

c. Restaurant or other special uses: Up to 5 sq. ft. and will be represented on the main building directory

F. Procedure

1. The standards described and controlled by this P.U.D. Control Document, are the sign regulations specific to Riverwalk and where conflicts with the Eagle County Land Use Regulations occur, the P.U.D. document supersedes.

XVI. Further Subdivision

By virtue of the Riverwalk at Edwards Final Plat subdivision, a "primary lot line" is created and may be further subdivided or condominiumized in such a manner to create "secondary lot lines": which may not comply with the P.U.D. requirements for open space, setbacks, lot coverage, impervious materials, parking or floor area ratio.

Any resubdivision must demonstrate:

A. The lot or structure or structures to be resubdivided meet (s) the P.U.D. requirements of the primary lot.

B. The resubdivision provides a common area agreement in addition to the protective covenants, declarations, party wall agreement or other restrictions placed on the subdivision. The agreement shall include the percentage of undivided interest in the common area and infrastructure as well as the responsibilities for maintenance.

C. Compliance with all relevant Building Codes.

XVII. Wood Burning

The Wood Burning controls in effect as part of the Eagle County Land Use Regulations shall govern the use of wood burning devices within the Riverwalk at Edwards Planned Unit Development.

XVIII. Phasing

All facilities which serve any development phase and which extend beyond the boundary of that phase (such as drainage structures or utilities) must be included in the required construction and engineering drawings for that phase.

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XIX. Specific Design Controls

A. Freestanding Buildings (building areas M,N; & O)

1. All sides must be finished in a manner similar to and consistent with the principal front.
2. Architectural details must vary the height for at least 10% of any building facade.
3. Exterior materials and textures must be varied to be both consistent with the design theme and to eliminate uniform planer facades.
4. At least 20% of the surface of any facade must be either recessed or projected outward a minimum of 2 feet.

B. Individual Buildings or Groupings of Buildings which have a side or front on to Main Street (building areas B through L).

1. Shift vertical or horizontal alignment of walls. Structures greater than 120 feet in length will provide a shift in wall alignment so that no greater than 75% of the length of the building facade appears unbroken. Each shift shall be either a 5 foot change in building facade alignment or 5 foot change in roof line height or a combination change in wall alignment and roof line totaling 5 feet.
2. Structures exceeding 160 foot horizontal section, the exterior wall contains windows or variations such as store fronts, cantilever, structural or architectural protrusions or other similar changes of a minimum of 3 feet, no change in direction shall be required.
3. For low rise buildings of single story: A variation must occur in plan view (horizontal along the exterior wall) at least once every 160 feet. Each variation shall be for a minimum length of 10 feet and a minimum of 3 feet, no change in direction shall be required.

   If within any given 160 foot horizontal section, the exterior wall contains windows or variations such as store fronts, cantilever, structural or architectural protrusions or other similar changes of a minimum of 3 feet, no change in direction shall be required.
4. For multistory buildings with less that 51% of the total floor area on the ground floor and the remaining floor area on floors above the ground floor: A variation must occur in plain view (horizontal along exterior wall) at least once every 160 feet. Each variation shall be for a minimum length of 5 feet and a minimum change of a minimum of 3 feet occur, no change of direction as described above shall apply.
5. Use materials, textures, colors, and patterns on commercial building elevations facing and visible from adjoining residential areas that are similar to the fronts of commercial buildings. Building elevations that face existing residential areas must have a minimum of 25% coverage of the visible portion of the facade by the same building finish materials that are used on the fronts on the buildings. Repeat the use of building materials. Use established facade materials as the dominant material in new buildings.

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Align buildings along streets in old town areas. Use buildings envelopes with a variation module for building entrances, windows and other structural projections, for use as sidewalk extension areas, and small plazas or exterior corridors.

6. Glass Elements

   a. Avoid the use of highly reflective (i.e., mirrored) and highly tinted windows. Reflective and highly tinted glass is limited to 10% of the building surface and used only for special detailing effect.

   b. Add variation in storefronts in alignment and architectural detailing.

   c. Place, size, and shape openings that are consistent with other design elements. Exterior doors on public frontages should be consistent with other facade elements in design character and materials.

   d. Emphasize all entries by using signs, awnings, changes in pavement materials, landscaping, and recesses.

   e. Use window openings which show the distinction between the uses which occur within the building.

   f. Design windows with reveals to add depth and a three dimensional component. Design headers and sills of openings integrally with the wall.

   g. Use light reflectance, absorption, and light emission at night, to help determine opening selection.

7. Roof Treatment

   a. Keep visible portions of roof free of equipment. Locate in less visible areas.

   b. Screen with parapets or architectural details.

   c. Consolidate equipment that protrudes to reduce clutter.

   d. Paint with similar or same color and/or materials as structure or roof. All equipment will be the same or similar color hue and value of the surrounding roof structure.

8. Lighting

   a. Limit the number of light sources. Use a number of low intensity sources close to the area to be lit rather than one remote, intense single source.

      1) Use no more than one light pole for every 10 parking spaces across parking areas.

      2) Use no more than one light pole for every 25' of lineal distance along sidewalks and trails unless deemed critical for safety. Ballard type lights less than 4' in height are encouraged.

   b. Limit the height of light fixtures.

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1) Limit height to 18' within parking lot areas.

2) Limit height limit to 12' along pedestrian paths.

c. Limit the "throw" of light sources.

1) Light patterns will not overlap except where needed for security purposes.

2) Use directional heads, shields and fixture cutoffs.

3) Encourage use of lights attached to buildings or building projections.

9. Special Features

a. Encourage use of awnings and canopies at building entrances.

b. Encourage covered or partially covered, public use passageways between structures as designed on the plan.

c. Minimum Passageway Requirements

1) Along the south side of Main Street, at least two passageways must be provided (building areas I,J,K,L & M).

2) Along the northeast sides of Main Street, at least four public use passageways must be provided (building areas B,C,D,E,F,G & H).

C. Hotel Site (building area A)

1. All sides of the building must be finished with materials similar to or compatible with the building front.

2. A portico, porte cochere or similar significant project at the principal building entrance should be provided.

3. The building may have a flat roof with a uniform elevation at the building line only if a parapet or similar feature is provided.

D. Minimum Landscape Standards.

1. Development Areas (parking lot perimeters, parking lots islands and planters along buildings, sidewalks and streets.)

a. Project Frontage (Highway 6 and I-70 Spur Road)

1) Minimum safe site distance must be maintained.

2) In all landscape perimeter areas which project into the parking lot special standards apply.

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a) In projections of 20 feet X less than 21 feet one tree at least 3" caliper is required.

b) In landscape projections of 20 feet X 21 Feet or greater, one tree at least 3" caliper for every 12 linear feet is required.

b. In the linear landscape area and within the landscaped projections the ground surfaces must be fully landscaped using a variety of the following plant materials list:

Trees: Quaking Aspens, Cottonless Cottonwood, Green Ash, Marshall's Seedless Ash, Mountain Ash, Flowering Crab Apple, Norway Maples, Colorado Blue Spruce, Honeylocust.

Shrubs (5 Gallon Size): Potentilla, Currant, Lilac, Juniper, Rose, Serviceberry, Cottoneaster, Barberry, Purple Leafed Sand Cherry.

Ground Cover: Fescues, Bluegrass, Rye Grass, and Siberian Wheatgrass.

2. Parking lot islands, sidewalk areas, building perimeters

a. Each island with an area greater than 300 square feet must have at least one approved tree of at least 3" caliper.

b. For islands greater than 300 square feet one tree of at least a 3" caliper is required.

c. At the corners of intersection sidewalks where there is at least 300 square feet of landscape area one tree of at least 3" caliper is required.

d. Landscape areas along building perimeters must be fully planted. Approved trees, shrubs, grasses or flower gardens are permitted. Size of the landscape area will determine appropriate amount of plant material.

3. Main streets and passage areas.

a. Principle landscape will consist of flowers and ground cover in planter islands, boxes, pots or hanging baskets.

b. Trees may be placed in areas where circulation and a site distance is not impaired.

c. Public seating, benches and chairs will be provided.

d. Shelters, gazeboes, awnings, arcades, and tents, etc. are permitted.

4. Riverfront Park Area

a. To the maximum extent possible existing trees and shrubs will be preserved.

b. Where deemed appropriate additional planting of like species will be made.

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c. Decks, gazebos, shelters, tents, amphitheater, etc. may be provided.

d. Bike and pedestrian paths are permitted.

e. In all areas disturbed by construction, the site will be promptly re-vegetated similar to the existing conditions.

f. Drainage, erosion control and run point source discharge features are permitted.

XX. Employee Housing Program

A. Establishment, Goals and Objectives.

An Employee Housing Program for the Riverwalk at Edwards Planned Unit Development is hereby established, with goals to:

1. Create a supply of affordable dwelling units available for occupancy by Qualified Riverwalk and Eagle County Employees; and

2. Ensure the long term availability of the units to Qualified Riverwalk and Eagle County Employees; and

3. Provide for an integrated community within the Riverwalk Planned Unit Development; and

4. Allow for customary free market practices to influence the sale and rental of the designated employee housing units.

B. Definitions Specific to the Employee Housing Program.

1. "Board" and "Board of County Commissioners" shall mean the duly elected commissioners of Eagle County.

2. "Deed Restriction" shall mean that certain restriction on the deeds of Employee Housing Units, as set forth in Section XXI hereof.

3. "Eagle County" and "County" shall mean that political subdivision of the State of Colorado.

4. "Employee Housing Affidavit" shall mean the affidavit in substantially the form set forth in Appendix "B" hereto.

5. "Employee Housing Program" shall mean that program for the creation and implementation of employee housing, as set forth in Sections XX, XXI and XXII hereof.

6. "Employee Housing Space" shall mean the portion of a Dwelling Unit, as defined by the Eagle County Land Use Regulations, which provides living accommodations for one person. This includes either individual areas or shared group areas which consist of a kitchen, bathroom and a bedroom or other living area.

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7. "Employer" shall mean an individual or business entity who owns a business or commercial establishment in Riverwalk or elsewhere in Eagle County who employs persons in the conduct of that establishment."

8. "Owner" shall mean anyone holding fee title to a Unit.

9. "Project Developer" shall mean a person, group, organization, agency or other entity holding fee title to Riverwalk, or any part thereof, for the purposes of development thereof by construction of commercial and/or residential improvements.

10. "Property" shall mean the Units subject to the Employee Housing Deed Restriction.

11. "Qualified Employee" shall mean a person who (a) has earned a living primarily in Eagle County by having worked in Eagle County an average of at least thirty (30) hours per week for at least eight (8) months in the previous twelve (12) months and maintains his Residence in Eagle County (or will maintain his Residence in Eagle County immediately following his first qualification hereunder); or (b) has been hired for a job in Eagle County on a permanent basis (meaning that there is an expectation that the employment will continue for a period of at least six (6) months although it may be "at will" employment) to work in Eagle County at least thirty (30) hours per week, which employment will be his primary source of income, and will maintain his Residence in Eagle County upon commencing the job; or (c) is over the age of sixty (60) and for the five (5) years preceding the qualification date has earned his or her living primarily by having worked in Eagle County an average of at least thirty (30) hours per week. Once a person is accepted by the County as a Qualified Employee pursuant to (c) above, he thereafter will be deemed a Qualified Employee for as long as he continuously maintains his Residence in Eagle County; provided that he shall lose that qualification at any time that he thereafter earns a living primarily by working at least an average of thirty (30) hours per week outside of Eagle County for a continuous period of at least four (4) months, or becomes excluded from qualification by the provisions of the next paragraph of this definition.

    Notwithstanding the generality of the foregoing, the term "Qualified Employee" excludes any person otherwise meeting the criteria of a Qualified Employee if such person or any member of his immediate household, owns, directly or indirectly, a habitable dwelling unit located elsewhere in Eagle County, unless said dwelling unit is currently listed for sale and has been continuously listed for sale for not more than four (4) months. This exclusion includes partial or full ownership in a corporation, and partial or full beneficial interest in a trust, established for the purpose of evading this provision or to provide beneficial interest sufficient to permit use and occupancy by the owner or part owner. This exclusion also includes partial ownership where the remainder is owned, legally or equitably, by any member of his immediate household.

    Eagle County shall determine whether a person meets the definition of a Qualified Employee, which shall be based on criteria including, but not limited to, percent of income earned within Eagle County, place of voter registration, place of automobile registration, driver's license address, or income tax records. Evidence of Qualified Employee status under (b) shall be supplied by at least the affidavit of the Employer and of the person. Evidence of Qualified Employee status under (a) and (c) will be supplied by at least the affidavit of the person together with the associated documents.

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Furthermore, "Qualified Employee" shall mean a person who has been determined to be eligible for Residency in a Unit.

In the final determination of whether a person meets the definition of a Qualified Employee, as set forth herein, Eagle County shall consider the criteria cumulatively as they relate to the intent and purpose of the Deed Restriction.

12. "Qualification Package" shall mean the assemblage of documents necessary for submittal to Eagle County providing proof of the Owner's, purchaser's or tenant's status as a Qualified Employee or Employer and/or of compliance with the sale/lease listing priorities provided herein. The Qualification Package is as set forth in Appendix C hereto or as may be changed in the sole discretion of Eagle County, exercised in accordance with the intent and purpose of the Employee Housing Program.

13. "Residence" or "Residency" shall mean the primary place of abode of a person, meaning that home or place of abode in which a person's habitation is fixed and to which he or she, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. Furthermore, a Residence is a permanent building or part thereof.

    In determining what is the principal or primary place of abode of a person the following circumstances relating to such person may be taken into account: Business pursuits, employment, income sources, residence for income or tax purposes, age, marital status, residence of parents, spouse and children, leaseholds, status of personal or real property, voting registration and motor vehicle registration.

14. "Riverwalk" shall mean the Riverwalk at Edwards Planned Unit Development.

15. "Riverwalk at Edwards Planned Unit Development Control Document, as amended" shall mean this document, in its entirety.

16. "Riverwalk Employee" shall mean any person who meets the definition of Qualified Employee as provided herein, except that such person shall work a minimum of twenty (20) hours a week as either an employee or owner of a business establishment located within Riverwalk. Evidence of Qualified Employee status under this definition shall be as stated in the definition of Qualified Employee as provided herein. This definition is provided as a means to determine who has priority to lease or purchase units within Riverwalk; persons who end their employment status under this definition may still maintain their occupancy of the Unit as long as such person continues to meet the definition of Qualified Employee.

17. "Unit" shall mean a Dwelling Unit specifically identified for Employee Housing by recordation of the Deed Restriction.

C. Number of Employee Housing Spaces. Riverwalk shall provide, in Riverwalk, dwelling units with one hundred and fifty (150) Employee Housing Spaces.

D. Use and Occupancy of Employee Housing Units. Use and occupancy of Employee Housing Units is restricted, as otherwise set forth herein, to Qualified Employees.

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E. Credits for Employee Housing Spaces.

1. For any Employee Housing Space credit, the Unit must have:

   a. Gas thermostat-controlled heat;

   b. Maximum square footage useable area as follows (except in Building M):

Studio	700 Square Feet
1 Bedroom	800 Square Feet
2 Bedroom	900 Square Feet
3 Bedroom	1000 Square Feet

   Credit will be given to a Unit otherwise meeting the credit criteria if the size of its total useable area does not exceed 110% of the maximum set forth above.

   c. Notwithstanding the size limitations otherwise applicable to Units, credit for Employee Housing Spaces will be given for Units constructed in Building M of Riverwalk the size of which exceed nine hundred square feet of useable living area for a two bedroom Unit or eight hundred square feet of useable living area for a one bedroom Unit.

2. The following credits shall be assigned to the following sized Units for the purposes of assigning the number of Employee Housing Spaces per Unit:

Studio	One (1) credit
One bedroom	Two (2) credits
Two and Three bedroom	Three (3) credits

3. No credit(s) shall appertain to any Unit until the Deed Restriction with respect to it has been filed with the Eagle County Clerk and Recorder. The Deed Restriction must be recorded before the sale, conveyance, lease, transfer or occupancy of a Unit.

4. The Units shall aggregate a maximum of 110% of 46,000 square feet in total living area. It is the intention of this provision to maintain reasonable sizes of each Unit so as to encourage the goals of this Employee Housing Program.

F. Enforcement of Compliance in Creation of Employee Housing Units and Credits.

1. Upon application for any permit required by the Eagle County Building Resolution, or its successor, for each building in Riverwalk, the Project Developer must submit a status report on the Employee Housing Program. At a minimum, provision for development and construction of Employee Housing Spaces in accordance with the following schedule is required:

Comm. Dev. Completed	Employee Spaces (# of Spaces) Completed
Thirty Five Percent	Twenty Percent (30)
Fifty Percent	Thirty Five Percent (52.5)

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Seventy Five Percent	Fifty Percent (75)
Ninety Percent	Seventy Five Percent (112.5)
One Hundred Percent	One Hundred Percent (150)

2. The Project Developer may construct Employee Housing Spaces in advance of the above minimums, with full credit being given in accord with this Section.

3. No permit shall be issued for construction of any building until there is compliance, proven to the satisfaction of Eagle County, with the minimums set forth in subparagraph (1), above, which shall include designation on the building plans, at the time of submittal thereof, of the number of Employee Housing Spaces which will be constructed and the number of Employee Housing Spaces which have already been designated by the recordation of the Deed Restriction.

4. No approval for a Condominium Map amended plat or other subdivision shall be given while Employee Housing Spaces must be constructed in order to be in compliance with the minimums set forth in subparagraph (1), above, until the corresponding Deed Restrictions have been prepared for recording contemporaneously with the approval and recording of the applicable Condominium Map, amended plat or other subdivision.

XXI. Employee Housing Deed Restriction

A Deed Restriction shall be imposed on each Unit of the residential real property designated as "Employee Housing Units" in accordance herewith. The provisions of the Deed Restriction are considered material to the Employee Housing Program.

A. Deed Restriction.

A Deed Restriction in the form attached hereto as Appendix "A", or such other form containing the same covenants and restrictions as may be adopted by or approved by the Board, referred to as the "Deed Restriction", shall be recorded in the office of the Clerk and Recorder of Eagle County for each Unit designated as an Employee Housing Unit.

B. Limitation on Amendments to Employee Housing Deed Restriction.

Although the Riverwalk at Edwards Planned Unit Development Control Document may be amended from time to time, the certain Deed Restriction recorded against a particular Unit may not be amended without the consent of the Owner and the Board.

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XXII. Guidelines and General Rules and Regulations Governing "Employee Housing" in the Riverwalk at Edwards Development

A. Administration

1. Eagle County, upon proper application of the Project Developer or any Owner, may adopt less restrictive guidelines than those that follow in this Section XXII to address extenuating circumstance as necessary to achieve the purpose of the Employee Housing Program.

2. The Project Developer reserves the right to create, institute and administer procedures related to compliance with the provisions of these Section XX, XXI and XXII as long as such processes are in accordance with the Eagle County Land Use Regulations and this document, to effectuate the purpose and intent of these Sections XX and XXII, where such procedures do not impair Eagle County's, the Owner's, or a Unit occupant's rights under said Sections or the Deed Restriction.

3. The terms of this Section shall constitute covenants running with the Units, as a burden thereon, for the benefit of Eagle County and shall be enforceable by the Board or its designee by any appropriate equitable or legal action, including but not limited to specific performance, injunction, or forcible entry and detainer or by any other remedy provided in the Deed Restriction, this Section XXII, the Eagle County Land Use Regulations as amended from time-to-time, or by law.

B. Ownership, Use and Occupancy Restrictions.

1. It is the intent of the Employee Housing Program that Qualified Employees of Riverwalk and Riverwalk Employers shall have a priority in the purchase of Units. It also is the intent that Qualified Riverwalk Employees will have a priority in occupying Units under lease.

2. The use and occupancy of Units shall be limited exclusively to Qualified Employees and the family members and dependents residing with them, as determined by Eagle County.

3. A Unit shall not be sold, conveyed, leased, transferred or occupied until the proposed Owner or occupant has qualified pursuant to the terms hereof.

4. A Unit shall be the Residence of the occupying Qualified Employee.

5. An Owner need not be a Qualified Employee if his Unit is sold in accordance with Section D hereof, but an Owner cannot occupy his Unit unless he is a Qualified Employee or a family member or dependent of a Qualified Employee with whom he resides.

C. Procedure to Qualify to Purchase or Occupy Employee Units.

1. Before selling, conveying or otherwise transferring a fee interest in a Unit, the Owner shall demonstrate to Eagle County that he has complied with Section D hereof. The Owner shall submit to County a Qualification Package together with the applicable processing fee established by the County. Eagle County's written acceptance of the transfer shall be deemed conclusive of such compliance. If Eagle County fails to accept or reject a Qualification Package within seven (7) business days of receipt thereof, the proposed transfer shall be deemed accepted.

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2. Before leasing or permitting the occupancy of a Unit, in whole or in part, the Owner, lessee or sublessee shall demonstrate to Eagle County that he has complied with Sections D and E hereof. The Owner, lessee or sublessee shall submit to Eagle County a Qualification Package together with the applicable processing fee established by the County. Eagle County's written acceptance of the occupancy shall be deemed conclusive of such compliance. If Eagle County fails to accept or reject a Qualification Package within seven (7) business days of receipt thereof, the proposed occupancy shall be deemed accepted.

3. It is recognized that it is in the Owners' best interests to carefully evaluate prospective transferees and occupants for qualification, that such evaluations will expedite Eagle County's review of Qualification Packages, and that someone who regularly does such evaluations may be able to most effectively and efficiently conduct them. Therefore, Project Developer reserves for itself and for any homeowners' association(s) of Riverwalk owners the right to establish procedures requiring that it receive and/or review Qualification Packages before they are submitted to Eagle County, and/or to act as a clearinghouse to receive, review and submit same to Eagle County, provided that any decision on qualification it makes is not binding on Eagle County and provided that an Owner, lessee or subleasee whose Qualification Package is rejected by the Project Developer may thereafter submit the Qualification Package directly to Eagle County. The time within which Eagle County may make its determination shall not be affected by the existence or use of such procedures.

D. Sale of Employee Housing Units.

1. An Owner may sell his Unit himself or list and sell the Unit through a real estate broker licensed in the State of Colorado. The Owner or broker shall promptly advertise the Unit for sale to Qualified Employees or Employers in accord with the terms hereof.

2. If an Owner proposes to sell the Unit, for the first thirty (30) days the Unit is listed for sale it shall be made available only to Qualified Riverwalk Employees and Employers conducting a business or commercial establishment at Riverwalk. During this period the Owner may not receive or accept, even conditionally, an offer from someone other than a Qualified Riverwalk Employee or Riverwalk Employer.

3. If no offer to purchase is made within thirty (30) days by any Qualified Riverwalk Employee or Riverwalk Employer, the Owner may open the listing to any Qualified Eagle County Employee or Eagle County Employer. During the time of this listing, the Owner may not receive or accept, even conditionally, an offer from someone other than a Qualified Eagle County Employee or Eagle County Employer.

4. After one hundred and twenty (120) days, the Property may be sold to any person or entity, subject to the use and occupancy restrictions set forth herein.

5. If the listing price is reduced, directly or indirectly, or the terms of the listing are changed to be more favorable for a potential buyer, the listing shall again be restricted giving priority to Qualified Riverwalk Employees and Riverwalk Employers and then to Qualified Eagle County Employees and Eagle County Employers for the time periods and pursuant to the terms and conditions set forth herein.

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6. If, during the period of unrestricted listing, the Owner receives an offer from someone other than a Qualified Employee or Employer at terms different from those most recently listed in a listing restricted to Qualified Employees and Employers, those terms shall be offered to Qualified Employees for a period of seven (7) business days. It is the intent of this paragraph to grant Qualified Employees a right of first refusal.

7. The time periods described herein shall begin from the first date of publication of the listing in each o a newspaper of local circulation, and/or a local Multiple Listing Service, and/or, with respect to listing periods restricted to Qualified Riverwalk Employees and Employers, flyer distribution.

8. If, during the course of a listing, the advertising type and/or frequency increases (in the sense of bein directed to significantly improve the noticeability, attractiveness, or awareness level), the restriction periods shall begin anew as if it were an original listing.

9. For periods when listing is restricted to Qualified Riverwalk Employees and Riverwalk Employers, in addition to other advertising, the Unit will be advertised by flyers distributed to Riverwalk businesses, and residences, and posted in any available public notice boards in Riverwalk.

10. An Owner shall occupy or rent a Unit only in accordance with these Sections XX, XXI and XXII, and shall not allow it to be used, occupied, sold, leased, or otherwise transferred except as permitted by these Sections XX, XXI and XXII, applicable zoning and the Deed Restriction.

11. Presales. Prior to the legal creation of the Units under the Colorado Common Interest Ownership Act or other applicable laws, Residential units may be "presold" subject to the provisions of this paragraph 11. As used herein "presale" or "presold" means and refers to any form of conditional or absolute commitment to sell or to buy, or agreement for purchase and sale, as, for example only, reservations or contingent Purchase and Sales Agreements.

    a. At any time after the issuance of the building permit(s) required for construction of a building which will include units intended by the developer to become Employee Housing Units, the Project Developer may record a deed restriction document in the form attached hereto as Appendix "D" identifying such units and the Project Developer's intent. After the recording of that document, and after submitting a copy thereof showing its recordation to County's Housing Division, such units may be presold as if they were Employee Housing Units (subject to any laws regulating such presales).

    b. The provisions of paragraphs 1 through 10 of this section XXII.D. shall apply to presales in like manner as they apply to sales except as expressly provided in this paragraph 11.

    c. All presales shall be in writing, shall be subject to the purchaser qualifying for purchase at the time of the presale and again prior to the closing of the sale, and such conditions shall be set forth in writing.

    d. A prospective purchaser must submit a Qualification Package to the County together with the applicable processing fee for the County's acceptance at the time of entering into a presale agreement. A new, current Qualification Package must be submitted to the County with the applicable processing fee for County's acceptance not more than 30 days before the closing of the sale.

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e. If at the time of entering into a presale agreement a prospective purchaser would be a Qualified Employee but for his or a member of his immediate household's direct or indirect ownership of a habitable dwelling unit in Eagle County, as set forth in the definition of "Qualified Employee," solely for the purposes of accepting his application at the presale stage of the transaction, that exclusion will not apply, provided that that exclusion will apply at the time of the closing of the sale.

f. If before the conveyance of the real property pursuant to a presale agreement with a person other than a Qualified Employee or Employer there is any direct or indirect reduction in the purchase price or any change in terms which are beneficial to the prospective purchaser from those terms with respect to which the presale Qualification Package was approved by the County, the sale shall again be restricted giving priority to certain employees and employers for certain time periods as set forth in paragraph 5 of this Section XXII.D.

g. No unit presold pursuant to this paragraph 11 shall be deemed as, or credited to Project Developer as, an Employee Housing Unit unless and until the Project Developer records a Deed Restriction in the form attached hereto as Appendix "D" with respect to that individual unit. That recording must occur after the creation of a common interest community including the unit pursuant to the Colorado Common Interest Ownership Act and any other applicable laws, but before a conveyance pursuant to the actual sale.

E. Occupancy of Employee Housing Units.

1. An Owner may lease his Unit himself, through a real estate broker licensed in the State of Colorado, or through a management company. The Owner shall promptly advertise the Unit for rent to Qualified Employees in accord with terms hereof.

2. An Owner who is a Qualified Employee, or who is a family member or dependent of a Qualified Employee with whom he resides, may occupy his Unit without listing it for lease, for as long as he so qualifies.

3. If an Owner proposes to lease his Unit, for the first thirty (30) days the Unit is listed for rental it shall be made available only to Qualified Employees employed at Riverwalk. During this period the Owner may not receive or accept, even conditionally, an offer from someone other than a Qualified Riverwalk Employee.

4. If no offer to lease is made within thirty (30) days by any Qualified Riverwalk Employee, the Owner may open the listing to any Qualified Eagle County Employee. During the time of this listing, the Owner may not receive or accept, even conditionally, an offer from someone other than a Qualified Eagle County Employee.

5. If the listing rental rate is reduced, directly or indirectly, or the terms of the listing are changed to be more favorable for a potential tenant, the listing shall again be restricted to Qualified Riverwalk Employees for the time period and pursuant to the terms and conditions set forth herein.

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6. The time periods described herein shall begin from the first date of publication of the listing in eac a newspaper of local circulation, and/or, with respect to listing periods restricted to Qualified Riverwalk Employees, flyer distribution.

7. If, during the course of a listing, the advertising type and/or frequency increases significantly (in th sense of being directed to improve the noticeability, attractiveness, or awareness level), the restriction period shall begin anew as if it were an original listing.

8. For periods during which listing is restricted to Riverwalk Employees, in addition to other advertisin the Unit will be advertised by flyers distributed to Riverwalk businesses and Riverwalk residences, and posted in any available public notice boards in Riverwalk.

9. An Owner shall occupy or rent a Unit only in accordance with these Sections XX and XXII, and shall not allow it to be used, occupied, leased, rented or otherwise transferred except as permitted by these Sections XX and XXII and the Deed Restriction.

10. No Unit shall be leased until the lessee's Qualification Package has been accepted by Eagle Count

11. An Owner may not rent a Unit or any part thereof to a person other than a Qualified Employee.

12. The term of a lease shall be for a period of not fewer than six (6) consecutive months and not more than twelve (12) consecutive months.

13. The lease term shall terminate upon the earlier of the termination date or ninety (90) days after the lessee ceases to be a Qualified Employee. If a loss of qualification is due to an involuntary loss of employment, the occupant must requalify as an Employee within six (6) months or before the existing lease term expires, whichever is sooner.

14. If at the end of the term of a lease the lessee still is a Qualified Employee, the Owner may enter into a new lease or renew the old lease without re-listing the Unit to Qualified Riverwalk Employees. Before the commencement of the new or renewal term, however, the lessee must submit a new Qualification Package, which must be accepted by Eagle County.

15. Subleases are subject to the same restrictions that apply to leases.

16. A signed copy of every lease must be provided to Eagle County with the Qualification Package.

17. In no case shall the rental deposit (including any amounts, including advance rent, required to be paid at the time of entering into or before entering into a lease, however the amounts are denominated) exceed twice the monthly rental rate, and in no case shall an Owner require that the rent for more than one month be paid in advance.

F. Employee Housing Affidavit.

Before the sale, conveyance or other transfer of a Unit, and before the lease or other occupation of a Unit, the transferee, lessee, or other occupant, as the case may be, shall execute an Employee Housing Affidavit which will be delivered to the County with the Qualification Package. The Project Developer, Owner or sublessor shall be responsible for giving the person executing the Employee

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Housing Affidavit true copies of Sections XX and XXII hereof and of the Deed Restriction when, or before, the Affidavit is tendered for execution.

G. Remedies.

1. At its sole option, Eagle County may enforce the provisions of these Sections XX, XXI and XXII and of the Deed Restriction in the same manner and with the same remedies applicable to the enforcement of land use regulations pursuant to the Eagle County Land Use Regulations, as they may be amended from time to time, or as otherwise provided by law. Alternatively, the terms of these Sections XX, XXI and XXII shall be enforceable by the Board or its designee by any appropriate equitable or legal action, including but not limited to specific performance, mandamus, abatement, injunction, or forcible entry and detainer. The remedies explicitly provided in these Sections XX, XXI or XXII are cumulative, and not exclusive, of all other remedies provided by law.

2. The Project Developer, any Owner, and any designated owner's association of Riverwalk shall be entitled to enforce the terms of these Sections XX, XXI and XXII, and the Deed Restriction, by any appropriate equitable or legal action, including but not limited to specific performance, mandamus, abatement, injunction, or forcible entry and detainer, in which instance the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

H. General Provisions.

1. Exhibits and/or Appendices. Exhibits and appendices attached hereto and incorporated herein by this reference are thus made a part hereof.

2. Severability. Whenever possible, each provision of this Section and any other related document shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such subsection or document.

3. Choice of Law. These Sections and each and every related document is to be governed and construed in accordance with the law of the State of Colorado.

4. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

5. Section Headings. Paragraph or section headings within this Document are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

6. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of these Sections XX, XXI and XXII shall be valid against any party hereto except on the basis of a written instrument executed by the parties to the matters contained in said Sections. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

7. Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vise versa and the use of the singular shall include the plural and vice versa.

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8. Liability and Indemnification. Nothing herein shall be construed to require Eagle County to protect indemnify the Project Developer, an Owner or Unit occupant against any expense, cost or loss of nature attributable to rental or ownership pursuant to the terms hereof, including, but not limited t loss of rent, property damage, loss of a sale, or loss of or increased cost of financing, or from the application or enforcement of the terms hereof or of the Deed Restriction. Neither Eagle County, the Project Developer, is responsible for locating a Qualified Employee to occupy a Unit in the eve that no Employee occupant is found by the Owner.

9. Further Actions. The Project Developer and Eagle County agree to execute further documents and take such further actions as may be reasonably required to carry out the provisions and intent of these Sections XX, XXI and XXII or any agreement or document relating hereto or entered into in connection herewith, including but not limited to those documents set forth in Appendices "A", "B" and "C" hereto.

10. Incorporation by Reference. Each and every conveyance of a Unit shall be deemed to include and incorporate by this reference all terms of these Sections XX, XXI and XXII.

11. Modifications. The provisions of Sections XX, XXI and XXII hereof (as with the entirety of the Planned Unit Development Control Document, shall only be modified as permitted by the applicable provisions of the Eagle County Land Use Regulations, including amendments of planned unit developments.

XXIII. Flexibility Statement & Overall Development Plan

The graphic drawing attached, labeled "Overall Development Plan" intended to depict general locations and illustrate concepts of the textual provisions of this Overall Development Plan. In granting plat approval, the Board of County Commissioners may allow minor variations for the purpose of establishing:

a. Final road and pathway alignments

b. Final configuration of lot and tract sizes and shapes

c. Final building envelopes

d. Final access and parking locations

e. Landscaping adjustments

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APPENDIX "1"

PARKING AND LOADING REQUIREMENTS

1. General Provisions-off-street Parking and Loading

The following provisions shall apply to off-street parking and loading facilities:

A. The provision and maintenance of off-street parking and loading space is a continuing obligation of the property owner. No building permit shall be issued until plans are presented that show property that is and will remain available for exclusive use as off-street parking and loading space. The subsequent use of property for which the building permit is issued shall de conditional upon the unqualified continuance and availability of the amount of parking and loading space required by these regulations. Should the owner or occupant of any lot or building change the use to which the later building is put, thereby increasing off-street parking and loading requirements; it shall be unlawful and in violation of these Regulations to begin or maintain such altered use until such time as the increased off-street parking and loading requirements are complied with.

B. Requirements for types of buildings and uses not specifically listed herein shall be determined by the County Commissioners after a report and recommendation from the Planning Commission, based upon the requirements of comparable uses listed.

C. In the event several uses occupy a single structure or parcel of land, the total requirements for off-street parking shall be the sum of the requirements of the several uses computed.

D. Owners of two or more uses, structures or parcels of land may agree to utilize jointly the same parking and loading spaces when the hours of operation do not overlap, provided that satisfactory evidence is presented to the Zoning Administrator that the request will not result in a shortage of parking at any time. The joint use of parking is restricted to a maximum of 20 percent (20%).

E. Required parking spaces shall be available only for the parking of operable passenger automobiles of residents, guest, customers, patrons, and employees, and shall not be used for storage of vehicles or materials or for parking of trucks used in conducting the business or use.

F. A plan drawn to scale, indicating how the off-street parking and loading requirements are to be fulfilled, shall accompany an application for a building permit.

G. Adequate space on the property shall be provided for storage of snow removed from pedestrian ways, vehicular ways, parking or loading spaces.

2. Design Requirements for Parking Lots and Loading Areas

A. Areas used for standing and maneuvering of vehicles shall have durable surfaces maintained adequately for all weather use and so drained as to avoid flow of water across sidewalks.

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B. Except for parking to serve residential uses, parking and loading areas adjacent to residential zone shall be designed to minimize disturbance of residents.

C. Artificial lighting which may be provided shall be deflected so as not to shine or create glare in an residential zone or on any adjacent dwelling.

D. Access aisles shall be of sufficient width for all vehicles turning and maneuvering.

E. Service drives to off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress and the maximum safety of pedestrian and vehicular traffic on site.

F. Service drives shall have a minimum vision clearance area formed by the intersection of the driveway centerline, the street right-of-way line, and a straight line joining said lines through points 20 feet from their intersection.

G. A parking space located behind a garage or behind another space may be counted towards the total parking requirement provided that the use of that space is respectively restricted to the use of the owner and does not impede other vehicular movement on the site. This provision can be for one space only.

3. Minimum Off-Street Loading Requirements

Buildings or structures to be built or substantially altered, which receive and distribute materials and merchandise by truck, shall provide and maintain off-street loading berths in sufficient number and size to adequately handle the needs of the particular use.

A. The following standards shall be used in establishing the minimum number of berths required:

Gross Floor Area of a Business over 10,000 Square Feet to have one Berth.

Gross Floor Area of a Business over 15,000 Square Feet to have two Berths.

B. A loading berth shall contain a space 10 feet wide and 35 feet long and have a vertical clearance of 14 feet. Where the vehicles generally used for loading and unloading exceed these dimensions, the required length of these berths shall be increased.

4. Minimum Off-Street Parking

Parking spaces shall be provided for each use in the following amounts:

A. Parking space minimum area:

1) inside, covered, or partially inside or covered; and'

2) outside or uncovered.

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	(1)	(2)
width	9 feet	10 feet
length	18 feet	20 feet
driveway widths for:		
angle or parallel parking	14 feet	12 feet
perpendicular parking	24 feet	22 feet
unobstructed back-up space	22 feet	22 feet

B. Residential - parking requirements of 2 spaces per unit for studios and one bedrooms, 2.5 spaces pe unit for multi-family.

C. Lodgings - including hotel, motel, lodge, boarding house and similar facilities - 1 space per room.

D. Retail and Service Commercial - 1 space per 300 square feet of floor area (except storage area).

E. Restaurant and Tavern - 1 space per 4 seats.

F. Auditorium and Public Assembly - 1 space per 100 square feet of floor area used for seating or assembly.

G. Public and Health Facilities (except auditorium and public assembly) - 1 space per 300 square feet o floor area (except storage area).

H. Ski Facility - 1 space per 4 persons of hourly base capacity.

I. Where a lot is occupied by a combination of the above listed uses, the minimum off-street parking required shall equal the sum of the required for all included uses on the lot.

J. Access to the street shall be restricted to driveways designed to preserve off-street parking and minimize hazards.

5. Establishment of Clear Vision Areas

A clear vision area shall be maintained on the corners of all property at the intersection of two streets or a street and a railroad. A clear vision area shall contain no planting, fence, wall, structure, or temporary or permanent obstruction exceeding two and one-half feet in height, measured from the top of the curb, or where no curb exist, from the established street centerline grade, except that trees exceeding this height may be located in this area provided all branches and foliage are removed to height of eight feet above the grade.

A. Measurement of Clear Vision Areas

A clear vision area shall consist of a triangular area two sides of which are lot lines measured from the corner intersection of the street lot lines for a distance specified in this regulations or, where the lot lines have rounded corners, the lot lines extended in a straight line to a point of intersection and so measured, and the third side of which is a line across the corner of the lot joining the non-

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intersection ends of the other two sides. The following measurements shall establish clear vision areas:

1. In this zone, where front and side yards adjacent to streets are required, the minimum distance shall be 15 feet, or at intersections including an alley, 10 feet , except when the angle of the intersection between streets, other than an alley, is less than 30 degrees the distance shall be 25 feet.

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RIVERWALK AT EDWARDS

PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT

APPENDIX "A"

DEED RESTRICTION

Subject Property: _____

The undersigned is the sole owner in fee simple of the Property.

The undersigned declares that the Property shall be held, sold, and conveyed only subject to the following covenants, conditions and restrictions, which constitute covenants running with the Property for a period of fifty (50) years from the date of recordation of the amended Riverwalk at Edwards Planned Unit Development Control Document approved by the Board of County of Commissioners of Eagle County, Colorado ("Board") on February 14, 1995, with the title to the Property as a burden thereon for the benefit of Eagle County, Colorado, acting by and through the Board, or its designee, and shall be binding on the Owner, and on the heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner.

These covenants are made as a part of an Employee Housing Program created pursuant to the Riverwalk at Edwards Planned Unit Development Control Document and as a condition to the approval thereof by the Board.

The use and occupancy of the Property is hereby limited exclusively to Qualified Employees and their families and dependents, as more specifically set forth below:

As used herein "Qualified Employee" shall mean a person who (a) has earned his living primarily in Eagle County by having worked an average of at least thirty (30) hours per week for at least eight (8) months in the previous twelve (12) months and maintains his residence in Eagle County; or (b) has been hired for a job in Eagle County on a permanent basis (meaning that there is an expectation that the employment will continue for a period of at least six (6) months although it may be "at will" employment) to work at least thirty (30) hours per week, which employment will be his primary source of income, and will maintain his residence in Eagle County upon commencing the job; or (c) is over the age of sixty (60) and has earned a living primarily in Eagle County by having worked an average of at least 30 hours per week for the previous five years.

Notwithstanding the generality of the foregoing, the term "Qualified Employee" excludes any person otherwise meeting the criteria of a Qualified Employee if such person or any member of his immediate household, owns, directly or indirectly, a habitable dwelling unit located elsewhere in Eagle County, unless said dwelling unit is currently listed for sale and has been continuously listed for sale for not more than four (4) months. This exclusion includes partial or full ownership in a corporation, and partial or full beneficial interest in a trust, established for the purpose of evading this provision or to provide beneficial interest sufficient to permit use and occupancy by the owner or part owner. This exclusion also includes partial ownership where the remainder is owned, legally or equitably, by any member of his immediate household.

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Eagle County shall determine whether a person meets the definition of a Qualified Employee, which shall be based on criteria including, but not limited to, percent of income earned within Eagle County, place of voter registration, place of automobile registration, drivers license address, and income tax records. Evidence of Qualified Employee status under (b) shall be supplied by at least the affidavit of the Employer and of the person. Evidence of Qualified Employee status under (a) and (c) will be supplied by at least the affidavit of the person together with the associated documents.

Furthermore, "Qualified Employee" shall mean a person who is determined to be currently eligible for Residency in this Property or in the Employee Housing Program as set forth in the Riverwalk at Edwards Planned Unit Development Control Document. In the determination of whether a person meets the definition of a Qualified Employee, Eagle County shall consider the criteria cumulatively as they relate to the intent and purpose of the Deed Restriction.

As used herein "Riverwalk Employee" shall mean any person who meets the definition of Qualified Employee as provided herein, except that such person shall work a minimum of twenty (20) hours a week as either an employee or owner of a business establishment located within the Riverwalk at Edwards Planned Unit Development. Evidence of Qualified Employee status under this definition shall be as stated in the definition of Qualified Employee as provided herein. This definition is provided as a means to determine who has priority to lease or purchase units within the Riverwalk at Edwards Planned Unit Development; persons who end their employment status under this definition may still maintain their occupancy of the Property as long as such person continues to meet the definition of Qualified Employee.

As used herein "Residence" or "Residency" shall mean the primary place of abode of a person, meaning that home or place of abode in which a person's habitation is fixed and to which he or she, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. Furthermore, a Residence is a permanent building or part thereof. In determining what is the primary place of abode of a person the following circumstances relating to such person may be taken into account: Business pursuits, employment, income sources, residence for income tax purposes, age, marital status, Residence of parents, spouse and children, leaseholds, status of personal or real property, voting registration and motor vehicle registration.

As used herein "Employer" shall mean an individual or business entity who owns a business or commercial establishment in Riverwalk at Edwards Planned Unit Development or elsewhere in Eagle County who employs persons in the conduct of that establishment.

Priority in the purchase of the Property shall be given first to Qualified Riverwalk Employees and to Employers doing business in the Riverwalk at Edwards Planned Unit Development, and then to Qualified Employees whose qualifying employment is located anywhere in Eagle County and to Employers doing business therein.

Priority in the renting of the Property shall be given to Qualified Riverwalk Employees.

Procedures for the qualification of Qualified Employees and/or Employers hereunder, and the manner of granting the priorities herein established in favor of Qualified Employees and Employers, shall be as prescribed in the Riverwalk at Edwards Planned Unit Development Control Document approved by the Board on February 14, 1995, as it may be amended from time-to-time.

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These restrictions and covenants shall be enforceable by the Board, or its designee. At its sole option the Board or its designee may enforce the provisions hereof in the same manner and with the same remedies applicable to the enforcement of land use regulations pursuant to the Eagle County Land Use Regulations, as they may be amended from time to time, or as otherwise provided by law.
Alternatively, the terms hereof shall be enforceable by the Board or its designee by any appropriate equitable or legal action, including but not limited to specific performance, mandamus, abatement, injunction, or forcible entry and detainer. The remedies explicitly provided herein are cumulative, and not exclusive, of all other remedies provided by law.

The undersigned, and any successor thereto, any owner of real property subject to a Deed Restriction pursuant to the Riverwalk at Edwards Planned Unit Development Control Document, and any owner's association of Riverwalk at Edwards Planned Unit Development owners shall be entitled to enforce the terms hereof by any appropriate equitable or legal action, including but not limited to specific performance, mandamus, abatement, injunction, or forcible entry and detainer, in which instance the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

Invalidation of any one of or part of one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other part or provisions, which shall remain in full force and effect.

The duration of these covenants shall be extended at the option of the Board for an additional period, not to fifty (50) years, after public hearing and comment on the proposed extension.

Eagle County expressly reserves the right to terminate this Deed Restriction as to the Property, after public hearing and comment on the proposed termination, upon recording a Termination Agreement in the office of the Clerk and Recorder of Eagle County executed by the Board of County Commissioners.

Except for complete termination, the restrictions and covenants herein may not be amended without the consent of both the owners of the Property and the Board.

Executed on _____, 20____ at _____, Colorado.

OWNER

_____

State of Colorado)
) ss
County of Eagle)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, who acknowledged to me that he was the Owner of the Property therein described and executed the foregoing instrument.

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Witness my Hand and Official Seal.

My Commission Expires: _____

_____

Notary Public

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RIVERWALK AT EDWARDS

PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT

APPENDIX "B"

AFFIDAVIT

PROPERTY OWNER/OCCUPANT AFFIDAVIT

RIVERWALK AT EDWARDS

I, _____ ("Owner/Occupant"), am of lawful age and duly authorized to make this statement. Having been sworn upon my oath, I state as follows:

As Owner and/or Occupant of _____ [describe property], hereby designated as an "Employee Housing Unit" within the Riverwalk at Edwards Planned Unit Development (hereinafter referred to as "Property"), I state that I have been advised of and will abide by the terms and conditions of Sections XX, XXI and XXII of the Riverwalk at Edwards Planned Unit Development Control Document, as amended, and corresponding Deed Restriction, and that I have received a copy of those sections of the Control Document and the Deed Restriction.

DATED this ____ day of _____, 20____.

_____

_____, Owner/Occupant

STATE OF COLORADO)
) ss
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

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RIVERWALK AT EDWARDS

PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT

APPENDIX "C"

COMPLIANCE AND QUALIFICATION FORMS

INSTRUCTIONS:

The following forms are intended to be used for the purposes identified; in each instance, the forms list the documentation to be attached, most of which is referred to specifically in the Riverwalk at Edwards Planned Unit Development Control Document, as amended:

By Owner to show that there has been compliance with sales priority rules;

By Owner to show that there has been compliance with the rental priority rules;

By proposed occupants (whether Owner or tenant) to show that the occupant is a Qualified Employee; and/or

By Employers or proposed Employers to show that the Employer employs or intends to employ the proposed occupant.

The use of these forms are considered to be an integral part of the Qualification Package, as referenced in the Riverwalk at Edwards Planned Unit Development Control Document, as amended. In addition, there may be summary documents provided by the Project Developer for the purpose of identifying compliance matters associated with the sale or lease of the Employee Housing Units.

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EMPLOYEE'S AFFIDAVIT

CERTIFICATION OF ELIGIBILITY TO OCCUPY

RIVERWALK AT EDWARDS EMPLOYEE HOUSING UNITS

[For use by Owners, existing occupants and prospective occupants seeking to qualify for occupancy of an Employee Housing Unit]

Regarding Unit identified as _____
[street address]

I, _____, hereby declare, under penalty of perjury:

==========

I am a "Qualified Employee," in that [check one of paragraph A, B or C, whichever you seek to qualify under]:

A. ____ I have earned my living primarily in Eagle County by having worked an average of at least thirty (30) hours per week for at least eight (8) months in the previous twelve (12) months

AND

I maintain my primary RESIDENCE in Eagle County;

OR

B. ____ I have been hired for a job in Eagle County on a permanent basis (meaning that there is an expectation that the employment will continue for a period of at least six (6) months although it may be "at will" employment) to work at least thirty (30) hours per week, which employment will be my primary source of income

AND

I will maintain my primary RESIDENCE in Eagle County upon commencing the job.

OR

C. ____ I am over the age of sixty (60) and have earned a living primarily in Eagle County by having worked an average of at least 30 hours per week for the previous five years in Eagle County.

==========

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I understand the definitions of "Qualified Employee" and "Residence" as set forth on the attached "Definitions" page. [Check either paragraph D or E, whichever applies; if you check paragraph E, complete it.]

D. _____ Neither I nor my spouse, or household, owns any material interest - direct or indirect, jointly, individually, through corporation or through a trust in a habitable residence located elsewhere in Eagle County.

OR

E. _____ I, or my spouse or a member of my household, own a material interest in a habitable residence located at _____. The residence is currently listed for sale, which listing began _____ and has been continuously listed for sale since that date.

All of the documents which I have attached to verify my status as a "Qualified Employee" are genuine.

I have been maintaining my sole residence in Eagle County continuously since _____.

==========

During the past 12 months, I have been employed by the following employers:

Employer Name & Address

_____
_____
_____
telephone _____
supervisor _____

Dates Of Employment

_____ to _____

Employer Name & Address

_____
_____
_____
telephone _____
supervisor _____

Dates Of Employment

_____ to _____

Employer Name & Address

_____
_____
_____

Dates Of Employment

_____ to _____

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telephone _____
supervisor _____

==========

I have attached a copy of my Employer's Affidavit and one of the following documents as evidence of my residency and employment within Eagle County:

_____ Colorado Driver's License (with Eagle County Address)

_____ Motor Vehicle Registration showing Eagle County Address

_____ Voters Registration Card showing Eagle County Address

_____ Other _____[list]

Furthermore, I have attached the following:

_____ Listing Agreement for my other Eagle County residence (if applicable)

_____ Proposed Lease

_____ _____
Signature Date (Month/Day/Year)

_____
Print Name

_____
Address

_____
City, State, Zip
Telephone _____

NOTARY

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____day of _____, 20_____, by _____.

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Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

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RIVERWALK PROPERTY OWNERS' ASSOCIATION REVIEW AND VERIFICATION

(To be completed and signed by authorized Riverwalk Property Owners' representative.)

Instructions: Examine documents from the above list.

CERTIFICATION: I attest, under penalty of perjury, that I have examined the documents presented by the above individual, that they appear to be genuine and to related to the individual named, and that the individual, to the best of my knowledge, is eligible to live in the Riverwalk at Edwards Employee Housing Unit.

_____

Signature Name (Print or Type) Title

_____

EAGLE COUNTY, COLORADO REVIEW AND VERIFICATION

(To be completed and signed by authorized Eagle County representative.)

Date Submitted to Eagle County:_____

Instructions: Examine documents from the above list.

CERTIFICATION: (Check One.)

_____ Application Approved

or

_____ Application Rejected

_____

Signature Name (Print or Type) Title

Dated:_____

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EMPLOYER'S AFFIDAVIT
VERIFICATION OF EMPLOYMENT

Regarding Unit identified as _____
[street address]

Regarding _____
[employee or proposed employee]

I, _____, whose principal address of business is _____ (telephone _____) hereby declare under penalty of perjury that _____ employment began on or will begin on _____.

He/she has been hired to work at _____, and to work there a minimum of thirty (30) hours per week. Although he/she may be an "at will" employee, his/her employment is expected by me to continue for at least six (6) months. I certify that (please check that which most accurately depicts employment status):

_____ has worked a minimum of ___ hours per week for at least eight (8) months in the previous twelve (12) months;

_____ has been offered and accepted employment which will continue for period of at least six months and will include a minimum of _____ hours per week;

_____ is a minimum of 60 years old and has worked a minimum of 30 hours per week for the past five consecutive years, or has worked during the periods_____ to _____.

_____ _____
Signature Date (Month/Day/Year)

_____
Print Name

_____
Title

_____

_____
[Address]
Telephone_____

NOTARY

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20___, by _____.

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Witness my hand and official seal.

Notary Public

My commission expires:

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OWNER'S AFFIDAVIT

REGARDING SALE OF UNIT/CERTIFICATION OF LISTING OF

RIVERWALK AT EDWARDS EMPLOYEE HOUSING UNIT

Regarding Unit identified as:_____
[street address]

For the first thirty (30) days the Unit was listed for sale only to Qualified Employees employed at Riverwalk or Employers conducting a business or commercial establishment at Riverwalk. During this period I did not receive or accept, even conditionally, an offer from someone other than a Qualified Riverwalk Employee or Riverwalk Employer. The Unit was listed for sale exclusively to Qualified Employees employed at Riverwalk or Riverwalk Employers beginning on _____ and ending on _____. The listing price was $_____ and the other terms were _____.

Thereafter, I listed the Unit for sale to any Qualified Eagle County Employee or Eagle County Employer. During the time of this listing, I did not receive or accept, even conditionally, an offer from someone other than a Qualified Eagle County Employee or Eagle County Employer. The Unit was listed for sale exclusively to Qualified Employees employed in Eagle County or Eagle County Employers beginning on _____ and ending on _____. The listing price was $_____ and the other terms were _____.

After one hundred and twenty (120) days from the first listing, I listed the Unit for sale to anyone. The listing price was $_____ and the other terms were _____.

I did not reduce the listing price or change any of the terms to be more favorable for a potential buyer before entering into the proposed sale.

OR

I reduced the listing price or changed the terms to be more favorable for a potential buyer. Therefore, I gave priority to Qualified Riverwalk Employees or Riverwalk Employers and then to Qualified Eagle County Employees and Eagle County Employers by again listing the Unit exclusively to those groups for periods of 30 days and 90 days, respectively. The new listing price was $_____. The new terms were _____. I listed the property exclusively to Qualified Riverwalk Employees and Riverwalk Employers during the period _____ to _____. I listed the Unit exclusively to Qualified Eagle County Employees and Eagle County Employers during the period _____ to _____.

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If I received an offer from someone other than a Qualified Employee at terms different from those most recently listed in a listing restricted to Qualified Employees, those terms were offered to Qualified Employees for a period of seven (7) business days. Those terms were _____ _____, and they were offered to Qualified Employees during the period _____ to _____.

I understood that the Riverwalk Qualified Employees and Riverwalk Employers' and the Eagle County Qualified Employees and Eagle County Employers' priority periods would begin again if I improved the advertising type or frequency (in the sense of being directed to improve the noticeability, attractiveness, or awareness level), and I complied with that obligation as follows: _____ _____.

I understood that for Qualified Riverwalk Employees and Riverwalk Employers, in addition to other advertising,. the Unit was required to be advertised by flyers distributed to Riverwalk businesses, and residences, and posted in any available public notice boards in Riverwalk.

I listed and advertised the availability of the Unit as follows:

_____
_____
_____
_____
_____
_____.

Attached are true copies of the following:

- My listing agreement with my broker, with all amendments.
- The newspaper tear sheet(s) for each newspaper and for each different advertisement..
- Each different flyer.

I understand an Owner shall occupy or rent a Unit only in accordance with these Sections XX, XXI and XXII, and shall not allow it to be used, occupied, sold, leased, or otherwise transferred except as permitted by these Sections XX, XXI and XXII and applicable zoning and the Deed Restriction.

_____ _____
Signature Date (Month/Day/Year)

_____
Print Name

_____
Title

_____
_____
[Address]
Telephone_____

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NOTARY

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

_____

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OWNER'S AFFIDAVIT

REGARDING LEASE OF UNIT/CERTIFICATION OF RENTAL OF RIVERWALK AT EDWARDS EMPLOYEE HOUSING UNIT

Regarding Employee Housing Unit identified as _____
[street address and Unit number]

I, _____, hereby declare under penalty of perjury that before entering into the proposed agreement to lease my Employee Housing Unit I listed the Employee Housing Unit for rental as follows:

For the first thirty (30) days the Unit was listed for lease it was made available only to Qualified Riverwalk Employees. During this period I did not receive or accept, even conditionally, an offer from someone other than a Qualified Riverwalk Employee. The Employee Housing Unit was listed for lease exclusively to Qualified Employees employed at Riverwalk beginning on _____ and ending on _____. The rental price was $_____ and the other terms were

_____
_____.

If no offer to lease was made within thirty (30) days by any Qualified Riverwalk Employee, I then opened the listing to any Qualified Eagle County Employee. During the time of this listing, I did not receive or accept, even conditionally, an offer from someone other than a Qualified Eagle County Employee. The Employee Housing Unit was listed for lease exclusively to Qualified Eagle County Employees beginning on _____ and ending on _____. The rental price was $_____ and the other terms were

_____.

I did not reduce the rental price or change any of the terms of the lease to be more favorable for a potential tenant before entering into the proposed lease.

OR

I reduced the rental price or changed the terms to be more favorable for a potential tenant. Therefore, I gave priority to Qualified Riverwalk Employees and then to Qualified Eagle County Employees for the time periods and pursuant to the terms and conditions set forth above. The Employee Housing Unit was listed for lease exclusively to Qualified Employees employed at Riverwalk beginning on _____ and ending on _____. The Employee Housing Unit was listed for lease exclusively to Qualified Eagle County Employees beginning on _____ and ending on _____.

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I understood that the Riverwalk Qualified Employees and the Qualified Eagle County Employees priority periods would begin again if I significantly improved the advertising type and/or frequency increases (in the sense of being directed to significantly improve the noticeability, attractiveness, or awareness level), and I complied with that obligation as follows:

_____

_____

I understood that for the Riverwalk Qualified Employees, in addition to other advertising, the Unit was required to be advertised by flyers distributed to Riverwalk businesses, and residences, and posted in any available public notice boards in Riverwalk.

I understood the Employee Housing Unit can not be leased until the tenant has qualified as an Employee; that I may not rent an Employee Housing Unit or any part thereof to a person other than a Qualified Employee; that the term of a lease shall be for a period of not fewer than six (6) consecutive months and not more than twelve (12) consecutive months.

I affirm that the rental deposit (including any amounts, including advance rent, required to be paid at the time of entering into or before entering into a lease, however the amounts are denominated) does not exceed twice the monthly rental rate, and that I have not required that the rent for more than one month be paid in advance.

Attached are true copies of the following:

- My listing agreement with my broker or management company (if any), with all amendments.
- The newspaper tear sheet(s) for each newspaper and for each different advertisement.
- Each different flyer.

I understand that I shall occupy or rent an Employee Housing Unit only in accordance with Sections XX, XXI and XXII of the Riverwalk at Edwards Planned Unit Development Control Document, as amended, and shall not allow it to be used, occupied, sold, leased, or otherwise transferred except as permitted by said Sections XX, XXI and XXII and applicable zoning and the Deed Restriction.

_____ _____

Signature Date (Month/Day/Year)

_____

Print Name

_____

Title

_____

_____

[Address]

Telephone_____

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NOTARY

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

_____

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RIVERWALK AT EDWARDS

PLANNED UNIT DEVELOPMENT CONTROL DOCUMENT

APPENDIX "D"

DEED RESTRICTION

The real property which is the subject of this deed restriction is all that certain real property located in the Coun of Eagle, State of Colorado, commonly described as [building name, if any], _____ Highway 6, Edwards, County of Eagle, State of Colorado, and more particularly described as:

[Insert here legal description of the parcel or, if a multi-building parcel, the part of the legal parcel on which the building is to be constructed. In the latter case, in the absence of a metes and bounds description, refer to a site plan (e.g., from the building permit application) and attach it to this document

The undersigned is the sole owner in fee simple of the real property described above.

The circumstances in which this instrument is made are that the undersigned is constructing upon the real property described above certain improvements including a building wholly or partly for human residential use. Upon completion, the building and associated improvements will be "condominiumized" pursuant to the Colorado Common Ownership Interest Act, Article 33.3 of Title 38 of the Colorado Revised Statutes (1973).

That part of the real property described above which is or hereafter becomes improved for human residential use or used ancillary to those parts improved for human residential use shall hereinafter in this instrument be denominated as the "Property."

The undersigned declares that the Property shall be held, sold, and conveyed only subject to the following covenants, conditions and restrictions, which constitute covenants running with the title to the Property as a burden thereon for the benefit of Eagle County, Colorado, acting by and through the Board of County Commissioners ("Board"), or its designee, and shall be binding on the Owner, and on the heirs, personal representatives, assigns, lessees, licensees and any transferee of the Owner, from the date hereof through and including February 17, 2045. By way of explanation, that represents a period of fifty (50) years from the date of recordation of the amended Riverwalk at Edwards Planned Unit Development Control Document approved by the Board on February 14, 1995, recorded in the official records of Eagle County, Colorado at Book 661, Page 669. These covenants and restrictions are made as a part of an Employee Housing Program created by the Riverwalk at Edwards Planned Unit Development Control Document, as amended to the date hereof, and as a condition to the approval thereof by the Board.

The use and occupancy of the Property is hereby limited exclusively to Qualified Employees and their families and dependents, as more specifically set forth below:

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1. "Qualified Employee" As used herein "Qualified Employee" shall mean a person who:

   (a) Has earned a living primarily in Eagle County, by having worked in Eagle County an average of at least thirty (30) hours per week for at least eight (8) months in the previous twelve (12) months and maintains his Residence in Eagle County (or will maintain his Residence in Eagle County immediately following his first qualification hereunder); or

   (b) Has been hired for a job in Eagle County on a permanent basis (meaning that there is an expectation that the employment will continue for a period of at least six (6) months although it may be "at will" employment) to work in Eagle County at least thirty (30) hours per week, which employment will be his primary source of income, and will maintain his Residence in Eagle County upon commencing the job; or

   (c) Is over the age of sixty (60) and for the five (5) years preceding the qualification date has earned his or her living primarily by having worked in Eagle County an average of at least thirty (30) hours per week. Once a person is accepted by the County as a Qualified Employee pursuant to (c), he thereafter will be deemed a Qualified Employee for as long as he continuously maintains his Residence in Eagle County; provided that he shall lose that qualification at any time that he thereafter earns a living primarily by working at least an average thirty (30) hours per week outside of Eagle County for a continuous period of at least four (4) months, or becomes excluded from qualification by the provisions of the next paragraph of this definition.

Notwithstanding the generality of the foregoing, the term "Qualified Employee" excludes any person otherwise meeting the criteria of a Qualified Employee if such person or any member of his immediate household, owns, directly or indirectly, a habitable dwelling unit located elsewhere in Eagle County, unless said dwelling unit is currently listed for sale and has been continuously listed for sale for not more than four (4) months. This exclusion includes partial or full ownership in a corporation, and partial or full beneficial interest in a trust, established for the purpose of evading this provision or to provide beneficial interest sufficient to permit use and occupancy by the owner or part owner. This exclusion also includes partial ownership where the remainder is owned, legally or equitably, by any member of his immediate household.

Eagle County shall determine whether a person meets the definition of a Qualified Employee, which shall be based on criteria including, but not limited to, percent of income earned within Eagle County, place of voter registration, place of automobile registration, drivers license address, and income tax records. Evidence of Qualified Employee status under (b) shall be supplied by at least the affidavit of the Employer and of the person. Evidence of Qualified Employee status under (a) and (c) will be supplied by at least the affidavit of the person together with the associated documents.

Furthermore, "Qualified Employee" shall mean a person who is determined to be currently eligible for Residency in this Property or in the Employee Housing Program as set forth in the Riverwalk at Edwards Planned Unit Development Control Document. In the determination of whether a person meets the definition of a Qualified Employee, Eagle County shall consider the criteria cumulatively as they relate to the intent and purpose of the Deed Restriction.

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2. "Riverwalk Employee" As used herein "Riverwalk Employee" shall mean any person who meets the definition of Qualified Employee as provided herein, except that such person shall work a minimum of twenty (20) hours a week as either an employee or owner of a business establishment located within the Riverwalk at Edwards Planned Unit Development. Evidence of Qualified Employee status under this definition shall be as stated in the definition of Qualified Employee as provided herein. This definition is provided as a means to determine who has priority to lease or purchase units within the Riverwalk at Edwards Planned Unit Development; persons who end their employment status under this definition may still maintain their occupancy of the Property as long as such person continues to meet the definition of Qualified Employee.

3. "Residence" As used herein "Residence" or "Residency" shall mean the primary place of abode of a person, meaning that home or place of abode in which a person's habitation is fixed and to which he or she, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. Furthermore, a Residence is a permanent building or part thereof. In determining what is the primary place of abode of a person the following circumstances relating to such person may be taken into account: Business pursuits, employment, income sources, residence for income tax purposes, age, marital status, Residence of parents, spouse and children, leaseholds, situs of personal or real property, voting registration and motor vehicle registration.

4. "Employer"

As used herein "Employer" shall mean an individual or business entity who owns a business or commercial establishment in Riverwalk at Edwards Planned Unit Development or elsewhere in Eagle County who employs persons in the conduct of that establishment.

5. Priorities in Purchasing and Renting

- Priority in the purchase of the Property shall be given first to Qualified Riverwalk Employees and to Employers doing business in the Riverwalk at Edwards Planned Unit Development, and then to Qualified Employees whose qualifying employment is located anywhere in Eagle County and to Employers doing business therein.

- Priority in the renting of the Property shall be given to Qualified Riverwalk Employees.

Procedures for the qualification of Qualified Employees and Employers hereunder, and the manner of granting the priorities herein established in favor of Qualified Employees and Employers, shall be as prescribed in the Riverwalk at Edwards Planned Unit Development Control Document approved by the Board on February 14, 1995, as it may be amended from time-to-time.

These restrictions and covenants shall be enforceable by the Board, or its designee. At its sole option the Board or its designee may enforce the provisions hereof in the same manner and with the same remedies applicable to the enforcement of land use regulations pursuant to the Eagle County Land Use Regulations, as they may be amended from time to time, or as otherwise provided by law.

Alternatively, the terms hereof shall be enforceable by the Board or its designee by any appropriate equitable or legal action, including but not limited to specific performance, mandamus, abatement,

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injunction, or forcible entry and detainer. The remedies explicitly provided herein are cumulative, and not exclusive, of all other remedies provided by law.

The undersigned, and any successor thereto, any owner of real property subject to a Deed Restriction pursuant to the Riverwalk at Edwards Planned Unit Development Control Document, and any owner's association of Riverwalk at Edwards Planned Unit Development owners shall be entitled to enforce the terms hereof by any appropriate equitable or legal action, including but not limited to specific performance, mandamus, abatement, injunction, or forcible entry and detainer, in which instance the prevailing party shall be entitled to recover costs, including reasonable attorney's fees.

Invalidation of any one of or part of one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other part or provisions, which shall remain in full force and effect.

The duration of these covenants shall be extended at the option of the Board for an additional period, not to exceed fifty (50) years, after public hearing and comment on the proposed extension.

Eagle County expressly reserves the right to terminate this Deed Restriction as to the Property, after public hearing and comment on the proposed termination, upon recording a Termination Agreement in the office of the Clerk and Recorder of Eagle County executed by the Board of County Commissioners.

Except for complete termination, the restrictions and covenants herein may not be amended without the consent of both the owners of the Property and the Board.

Notwithstanding anything contained in this instrument to the contrary, this instrument shall be replaced and superceded by Deed Restrictions with respect to each human residential unit constructed on the Property, conforming to the Riverwalk At Edwards Planned Unit Development Control Document as it exists at the time of recordation. This superceding Deed Restriction as to each unit shall be executed and recorded by the undersigned (or its successor) after the condominium plan is recorded and before the closing of any sale or other transfer of any element of the Property.

Executed on _____, 20___at _____, Colorado.

OWNER

_____

NOTARY

STATE OF _____)
) ss
COUNTY OF _____)

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The foregoing was acknowledged before me this _____ day of _____, 20___, by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires:

_____

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