



PLANNING COMMISSION STAFF REPORT

June 20, 2019

AGENDA ITEM: Planning File No. 039-19-MAJ/CU: A review of the sketch plan step of the Major Site Plan Application for the proposed Fox Meadows multi-family residential project and the Conditional Use Application for a development with less than a 20% mixture of residential and nonresidential uses within the Mixed-Use Zoning District

LOCATION: 25 Watertower Way / Tract A, Watertower Place Condominiums

ZONING: Mixed Use (MU) District

APPLICANT & OWNER: Town Centre, Ltd.
PO Box 766
Frisco, CO 80443

ARCHITECT: Eric Smith Associates
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Boulder, CO 80302

TOWN STAFF: Katie Kent, Planner
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PROJECT DESCRIPTION

The applicant, Town Centre, Ltd., represented by Larry Feldman, is proposing to construct a new multi-family residential project named Fox Meadow at the vacant Tract A of Watertower Place Condominiums. The proposed Fox Meadow project entails:

- Twenty-one (21) residential dwelling units
 - Sixteen (16) market rate units
 - Six (6) detached single-family townhomes
 - Ten (10) units within five (5) duplex townhomes
 - Five (5) deed restricted units
 - Condominium units within one structure
- ~45 ft. building heights
- Garages and unenclosed surface parking spaces
- Exterior building materials include recycled wood siding, stone veneer, brick veneer, asphalt shingle roofing and metal roofing

For a more complete project description, please refer to the attached application materials.

BACKGROUND

The Watertower Place Condominiums, formerly known as Frisco Depot, was approved for development in January 2008. The project included the vacation of the former alley right-of-way located in Block 16, Frisco Townsite (Ordinance 07-10) and the construction of a new public roadway within the 7th Avenue and Teller Street right-of-ways. The project also consisted of three new buildings:

- Building A: a mixed use building fronting along Granite Street with 3 commercial units (14,150 sq.ft. of floor area) and 29 total dwelling units (5 deed restricted affordable units);
- Building B: an all residential building fronting along South Summit Boulevard with 8 total dwelling units (1 deed restricted affordable unit); and,
- Building C: an all residential building fronting along 7th Avenue/Watertower Way with 6 total dwelling units (2 deed restricted affordable units).

Buildings B and C were constructed along with the new street; however, Building A was never constructed.

The Watertower Place Condominiums development site is subject to a Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenants entered into between the Town of Frisco and the original developer of the property. In part, this agreement requires the developer of this property to provide no less than eight (8) affordable housing units on-site. The agreement stipulates that at least four (4) units will be not less than one bedroom and 650 sq.ft. in size, and that the other four (4) units will be not less than two bedrooms and 925 sq.ft. in size. This agreement applies to the entirety of the Watertower Place Condominiums development (i.e. existing Building B, existing Building C, and proposed Building A).

On July 10, 2014, the Planning Commission approved a development application and preliminary plat for Building A, Watertower Place Condominiums mixed use project (File No.035-14-DA/SD/CU) that included:

- 35 residential units (including 8 deed restricted affordable housing units)
- 1 commercial unit with 1,249 sq.ft. of floor area
- total building floor area of 79,482 sq.ft.
- 45 foot tall, three story buildings
- below grade parking garage and street level garages
- exterior building materials of wood siding, stone veneer siding, metal roofing and asphalt shingle roofing

The Planning Commission forwarded a recommendation of approval to the Town Council for the associated proposed conditional use application to allow for less than 20% of the total floor area as a commercial use. The proposed commercial use occupied 2% of the Building A floor area and 1% of the floor area for the entirety of the Watertower Place Condominiums development (i.e. Buildings A, B, and C).

The Planning Commission also forwarded a recommendation of approval to the Town Council for the proposed vacation of an unimproved portion of the South 8th Avenue right-of-way located adjacent to the Watertower Place Condominiums project. On September 9, 2014, the Town Council approved the final reading of Ordinance 14-07 which vacated the adjacent portion of the unimproved South 8th Avenue right-of-way.

On April 2, 2015, Frisco Depot, LLC requested approval of modifications to the Watertower Place, Building A, development application. Proposed modifications included revised exit layout, simplified roof forms and elevations including unenclosed staircase areas located on the south one-half of the building converted into enclosed stair towers. Bedroom and parking reconfigurations were proposed along with the creation of rooftop patio areas. The Planning Commission approved the modifications.

Due to the elapsed timeline since prior approvals for development proposed on Tract A, all previous approvals have expired and the vacation of the South 8th Avenue right-of-way was never finalized.

The Town's prior decisions on past development applications do not set any precedence for future applications.

With the upcoming CDOT Highway 9 GAP project, there will be a change in traffic patterns with no left turn northbound from Highway 9 onto Granite Street. There will be a right turn only for eastbound Granite Street. A new roundabout at the Summit Boulevard/Highway 9 intersection with the South 8th Avenue and Watertower Way intersection. Anticipated construction is in 2020. These changes will affect traffic patterns in this area.

Below is a vicinity map of the subject property. The location of the property lines shown on this map vary in accuracy and should only be used for reference purposes. Also included for reference are photographs of the subject property.



Vicinity Map



View looking southwest across site



View looking west across center of site



View looking southeast across site

SKETCH PLAN REVIEW

A sketch plan review is an opportunity for Planning Commission to comment on the various aspects of a development proposal including proposed uses, parking and traffic circulation, architecture, landscape design, and compatibility with the neighborhood. It is also an opportunity for the applicant to listen to Commissioners' comments and make changes to the proposal prior to a final site plan application submittal.

Pursuant to Section §180-2.5-D-3, Frisco Town Code (in part):

- b. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received or if substantial changes to a proposal are recommended. Presentation of a sketch plan neither binds the Planning Commission to approve a site plan, nor does it confer the applicant any vested rights.*
- c. The sketch plan presentation shall become null and void if a complete major site plan application is not submitted to the Community Development Department within 90 days after the date of the Planning Commission's review of the sketch plan.*

A final site plan application for this proposal will require Planning Commission review. The proposal will be reviewed in detail for conformance with the Frisco Community Plan and compliance with the Frisco Unified Development Code (UDC) at that time.

ANALYSIS - FRISCO COMMUNITY PLAN

The following elements of the Frisco Community Plan are applicable to the review of the proposed development:

Plan Overview (excerpt)

The Frisco Town Charter requires that the Town's master plan be updated every five years in order to respond to changing times. The 2011 master plan update is titled the 'Frisco Community Plan.' Periodically updating the Frisco master plan is a critical step in the process to maintain a vibrant mountain town, balance the town's reputation as a great destination, ensure a strong yet diverse economic base, and preserve our quality of life. The community realizes intentional planning for the future is necessary to ensure that the Town of Frisco continues to evolve as a resilient community.

Purpose ~ The Frisco Community Plan's purpose is to identify common values and guide direction to connect, sustain and create the future of the Town of Frisco over the next 5 years.

Connect ~ Connections are a core tenet of the Frisco Community Plan; they reflect the way people, organizations and neighbors relate to each other in the Frisco community. Connections help to address needs of the community.

Sustain ~ Everything is interrelated. Sustainability is the fundamental approach of the Frisco Community Plan; it recognizes the social, environmental and

economic influences on the community, and aims over the long-term to balance these influences to support community success.

Create ~ Creation of lasting community relationships is an important aspect of the Frisco Community Plan. The plan creates the community's direction for a preferred future of Frisco."

Chapter 2. Community Direction (excerpts)

The Frisco Community embraces itself as a vibrant mountain town, and seeks opportunities to enhance and maintain vibrancy through art and culture, the built environment, community services, energy, the economy, health and well-being, housing, natural resources, recreation and transportation. ~ Community Plan Quality of Life statement

The Community Plan's Quality of Life Topics relevant to this application include:

Art & Culture

Frisco is a community that celebrates its history, honors its eclectic influences and promotes artistic and cultural opportunities.

- *A&C 1. Preserve and enhance the Town's historic resources.*
- *A&C 2. Enhance Frisco as a cohesive community, which includes full-time residents, second homeowners, businesses and visitors.*
- *A&C 3. Promote public art.*
- *A&C 4. Improve existing community programs and/or explore opportunities to develop new effective programs to benefit Frisco.*
- *A&C 5. Celebrate and highlight Frisco's heritage.*

Built Environment

Frisco is a community that encourages land uses and architectural styles to fit its mountain town identity, and strives for development with sustainable design, materials and practices.

- *BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- *BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.*
- *BE 3. Preserve and enhance the Main Street area as the heart of the community.*
- *BE 4. Enhance the Summit Boulevard area as a primary gateway and as a functional and efficient economic center of the town.*
- *BE 5. Promote attractive and safe connections between all areas and sections of the town.*

Economy

Frisco is a community that promotes a diverse, sustainable, year-round economy.

- *EC 1. Develop economic strategies to encourage a diversity of commercial businesses in town.*

- *EC 2. Continue to promote the town as a year-round destination.*
- *EC 3. Encourage and direct economic growth.*
- *EC 4. Allocate public resources to effectively support and encourage cost-effective private investments that enhance the community.*
- *EC 5. Support the creation and outlet for local markets and support local workforce policies.*

Housing

Frisco is a community that recognizes the importance of ensuring a variety of housing opportunities are available for people to live and work here.

- *HS 1. Encourage a mixture of housing unit sizes and types within new residential developments.*
- *HS 2. Ensure new housing is compatible with adjacent properties and compliments existing neighborhoods.*
- *HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.*
- *HS 4. Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.*
- *HS 5. Implement strategies that complement existing housing programs to ensure a diverse community.*

Natural Resources

Frisco is a community that protects its natural resources, and promotes sustainable practices and policies.

- *NR 1. Protect and preserve surrounding natural areas that contribute to and enhance the community's mountain character.*
- *NR 2. Ensure scenic viewsheds of locally identified points of interest, including Mt Royal, Wichita, Chief, Buffalo, and Dillon Reservoir/Continental Divide, are maintained as practical as possible.*
- *NR 3. Cooperatively work with Denver Water, the US Forest Service, Summit County government, and other municipal and county agencies to preserve, enhance and manage natural areas.*
- *NR 4. Manage noxious weeds, protect water quality and water quantity, promote reforestation and reduce light pollution throughout the community.*
- *NR 5. Educate residents, businesses and visitors on sustainable practices to maintain Frisco's natural resources.*

Transportation & Mobility

Frisco is a community that provides a safe and efficient multi-modal transportation system, and promotes walkability, bicycling and alternative modes of travel.

- *TM 1. Enhance non-vehicular (pedestrians, bicyclists, etc.) safety in commercial core areas with sidewalks, lighting, bike racks, and crosswalks.*

- *TM 2. Maintain the town's paved pathway system, and enhance connections to the community's neighborhoods, parks, commercial areas and to the county-wide recpath system.*
- *TM 3. Support transportation programs that provide regional and local connections.*
- *TM 4. Explore options for improved traffic circulation, access and connections throughout town.*
- *TM 5. Participate in regional transportation planning efforts, which contribute to the town.*

The application materials note that they have incorporated and meet many of the elements of the Plan by attention to:

Art & Culture

Frisco is a community that celebrates its history, honors its eclectic influences and promotes artistic and cultural opportunities.

- *A&C 1. Preserve and enhance the Town's historic resources.*
- *A&C 2. Enhance Frisco as a cohesive community, which includes fulltime residents, second homeowners, businesses and visitors.*
- *A&C 3. Promote public art.*
- *A&C 5. Celebrate and highlight Frisco's heritage.*

Built Environment

Frisco is a community that encourages land uses and architectural styles to fit its mountain town identity, and strives for development with sustainable design, materials and practices.

- *BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- *BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.*
- *BE 3. Preserve and enhance the Main Street area as the heart of the community.*
- *BE 4. Enhance the Summit Boulevard area as a primary gateway and as a functional and efficient economic center of the town.*
- *BE 5. Promote attractive and safe connections between all areas and sections of the town.*

Energy

Frisco is a community that supports zero waste principles, encourages use of clean energy opportunities and promotes resource conservation.

- *EN 3. Promote zero-waste opportunities for residents and businesses.*
- *EN 4. Encourage the use of recycled materials, renewable energy sources and the use of green and energy efficient building practices.*
- *EN 5. Promote conservation and use of resources to maintain a sustainable community for generations to come.*

Economy

Frisco is a community that promotes a diverse, sustainable, year-round economy.

- *EC 1. Develop economic strategies to encourage a diversity of commercial businesses in town.*
- *EC 2. Continue to promote the town as a year-round destination.*
- *EC 3. Encourage and direct economic growth.*

- *EC 5. Support the creation and outlet for local markets and support local workforce policies.*

Housing

Frisco is a community that recognizes the importance of ensuring a variety of housing opportunities are available for people to live and work here.

- *HS 1. Encourage a mixture of housing unit sizes and types within new residential developments.*
- *HS 2. Ensure new housing is compatible with adjacent properties and compliments existing neighborhoods.*
- *HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.*
- *HS 4. Promote and encourage public/private partnerships for the development of affordable housing to achieve the highest quality housing possible.*
- *HS 5. Implement strategies that complement existing housing programs to ensure a diverse community.*

Transportation & Mobility

Frisco is a community that provides a safe and efficient multi-modal transportation system, and promotes walkability, bicycling and alternative modes of travel.

- *TM 1. Enhance non-vehicular (pedestrians, bicyclists, etc.) safety in commercial core areas with sidewalks, lighting, bike racks, and crosswalks.*
- *TM 2. Maintain the town's paved pathway system, and enhance connections to the community's neighborhoods, parks, commercial areas and to the county-wide rec path system.*
- *TM 3. Support transportation programs that provide regional and local connections.*
- *TM 4. Explore options for improved traffic circulation, access and connections throughout town.*

Staff's evaluation of the project shows the following applicable to the project:

- *A&C 2. Enhance Frisco as a cohesive community, which includes full-time residents, second homeowners, businesses and visitors.*
- *BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- *BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.*
- *BE 3. Preserve and enhance the Main Street area as the heart of the community.*
- *BE 4. Enhance the Summit Boulevard area as a primary gateway and as a functional and efficient economic center of the town.*
- *BE 5. Promote attractive and safe connections between all areas and sections of the town.*
- *EC 1. Develop economic strategies to encourage a diversity of commercial businesses in town.*
- *EC 2. Continue to promote the town as a year-round destination.*
- *EC 3. Encourage and direct economic growth.*

- *HS 1. Encourage a mixture of housing unit sizes and types within new residential developments.*
- *HS 2. Ensure new housing is compatible with adjacent properties and compliments existing neighborhoods.*
- *HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.*
- *NR 2. Ensure scenic viewsheds of locally identified points of interest, including Mt Royal, Wichita, Chief, Buffalo, and Dillon Reservoir/Continental Divide, are maintained as practical as possible.*

ANALYSIS – ADMINISTRATION [§180-2]

Simultaneous Procession of Development Applications: (§180-2.3.4.F.)

Where possible without creating an undue administrative burden on the Town's decision-making bodies and staff, this Chapter intends to accommodate the simultaneous processing of applications for different permits and approvals that may be required for the same development project in order to expedite the overall review process. Review and decision-making bodies considering applications submitted simultaneously shall render separate reports, recommendations, and decisions on each application based on the specific standards applicable to each approval.

- 1. An example of a concurrent filing and processing of applications include, but are not limited to, a site plan, subdivision plan, and conditional use.*
- 2. Generally, no rezoning application shall be accepted or processed while an application for any of the permits or approvals listed in this Chapter is pending for the same property, and vice versa. An exception to this rule is that a rezoning to an HO and/or PUD overlay may be considered concurrently with a site plan and/or subdivision plan.*
- 3. Some forms of approval depend on the applicant having previously received another form of approval, or require the applicant to take particular action within some time period following the approval in order to avoid having the approval lapse. Therefore, even though this Chapter intends to accommodate simultaneous processing, applicants should note that each of the permits and approvals set forth in this Chapter has its own timing and review sequence.*

The applicant has submitted a conditional use application with the sketch plan application. Staff is seeking Planning Commission feedback on the Conditional Use request at time of sketch plan review.

ANALYSIS – MIXED-USE (MU) DISTRICT [§180-3.12]

Tract A Expansion Area, platted on the Condominium Map of Watertower Place Condominiums, Buildings B and C, recorded under Reception No. 926854, is a designated building site subject to future development. The entire Watertower Place

Condominium site shall be reviewed as a whole for compliance with the Mixed-Use District standards.

The requirements of the Mixed Use (MU) District are applicable to the review of the proposed Fox Meadow project as follows:

Purpose: The purpose of the MU district is as follows:

To increase the efficiency of land use, the number of residents and the diversity of commercial activities in those transition areas between the core commercial districts and residential districts, and to emphasize and encourage pedestrian and bicycle circulation.

Minimum Lot Area: None is required in this zone district. For reference, Watertower Place Condominiums is an 83,988 sq. ft. lot (1.928 acres).

Minimum Lot Frontage: None is required in this zone district.

Minimum Open Space: Open space shall be provided in the amount of ten (10) percent of the gross floor area. The application materials note the gross floor area on the property is 138,942 sq. ft. requiring 13,894 sq. ft. of open space. 33,797 sq. ft. of open space is provided. The application meets this standard.

Maximum Lot Coverage: Lot coverage shall not exceed sixty percent (60%) of the total lot area. The property contains 83,988 sq. ft. of area. The total proposed lot coverage for the property is 50,191 sq. ft. which is sixty percent (60%) of the total lot area. The project will be reviewed at the time of full site plan review to ensure that the definition of lot coverage is being complied with. Frisco Town Code defines "Lot Coverage" as:

Lot Coverage: The percentage of total lot area used for parking, roads, drives; above or below-grade structures or improvements, including but not limited to hot tubs, decks, and sheds; and paved or impervious areas. The following elements are excluded from the calculation of lot coverage: two feet of roof eaves as measured perpendicular from the exterior building wall; 100 percent of publicly used non-vehicular pathways and three feet of the width of privately used non-vehicular pathways; and approved dumpster enclosures that provide adequate space for recycling containers.

Setbacks:

"Lot Line, Front – On an interior lot, the line separating the lot from the street. On lots fronting upon two (2) streets, the owner may select which line shall be considered the fronting line."

The applicant has selected Granite Street as the front lot line and the twenty (20) foot front yard setback has been applied to that lot line. The ten (10) foot side and rear setbacks have been applied to the remaining sides of this lot. The proposed structures, including roof overhangs or any projections such as decks, shall not encroach into any setback. A setback ILC will be required for each structure during building construction.

The minimum required setbacks and proposed setbacks for this application are as follows:

	Minimum Setback	Proposed Setback
Front Yard (Granite Street)	20 feet	~18 feet
Side Yards	10 feet	East: ~8 feet West: ~8 feet
Rear Yard	10 feet	South: >20 feet

The application shows two (2) foot roof eaves encroaching over the north, east and west setbacks. No part of the structure, including roof eaves, shall encroach the setbacks. The application must be corrected to show compliance with setbacks.

Maximum Building Height: The maximum building height is forty-five (45) feet for pitched roofs and thirty-five (35) feet for flat roofs in this zone district. The applicant has stated that the proposed pitched roofs will be less than forty-five (45) feet but this has not been clearly demonstrated on the submitted plans. Detailed roof elevation information must be submitted to verify compliance. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.

Section 3.17.8 of the Town of Frisco UDC states that in the Mixed-Use District, for properties located along Main Street, the ground floor ceiling height for all uses shall be a minimum of ten feet in height. The subject property is not located on Main Street; Section 3.17.8 is not applicable.

Density: The permitted density in the Mixed Use District is fourteen (14) dwelling units per developable acre. With a developable lot size of 1.928 acres, the maximum allowed residential density is 27.54 units, which pursuant to the UDC are rounded up to twenty-eight (28) dwelling units.

Fourteen (14) dwelling units exist on the property. Three (3) of these are deed restricted units which can be permitted through Density Bonus. With the three (3) deed restricted units and associated three (3) market rate units through density bonus, eight (8) units of density are existing on the property.

The application proposes the construction of twenty-one (21) new units. The application materials note that that they are not utilizing density bonus. If density bonus is not utilized, then there would be twenty-nine units of density on the property (8 existing plus 21 proposed).

The Density Bonus affordable housing incentive is available in the Mixed Use District. If the application does not utilize density bonus provisions, then the application does not meet density requirements for the property. Bonus density provisions are discussed later in this report.

The eight (8) affordable units are required through a Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenant which was recorded under Reception No. 804590, on October 14, 2005. Within this Agreement, it is stated:

- That the project will contain no less than eight (8) affordable housing units.
 - o Four (4) of the affordable housing units will contain not less than one bedroom and 650 sq. ft.

- Four (4) affordable housing units will contain not less than two bedrooms and 925 sq. ft.
 - Four (4) of the units will be occupied by eligible households earning not more than 80% of the AMI.
 - Four (4) of the units will be occupied by eligible households earning not more than 100% of the AMI.
- Units will conform to the current definition on Affordable Housing which was stated to be within Exhibit B of the document:
- Affordable Housing – a dwelling unit that is permanently restricted by deed or covenant for sale or rent, at or below median housing income rates established from time to time by the Summit Housing Authority or the Town, to full-time employees working with Summit County who meet household income and other criteria established from time to time by the Summit Housing Authority or the Town For the purposes of this definition, a full-time employee shall mean a person who is employed an average of at least 39 hours per week (determined on an annual basis as to annual employees, and on a seasonal basis as to seasonal employees). The terms of the deed restriction or covenant governing such dwelling unit must be acceptable to the Town in its sole discretion for this definition to apply.

Three existing affordable units have been constructed to date:

Address	Bedrooms	AMI
Unit 102, Building B, Watertower Place Condos	2	80 %
Unit 102, Building C, Watertower Place Condos	2	100%
Unit 204, Building C, Watertower Place Condos	1	80%

Two (2) of the remaining affordable units shall not be less than two (2) bedrooms and 925 sq. ft. Three (3) of the remaining affordable units shall not be less than two (2) bedrooms and 925 sq. ft. Two (2) units shall be restricted to a 100% AMI and three units shall be restricted to a 80% AMI.

The application notes that the five (5) units located within the condominium building will be the affordable units. The proposed condominium structure is proposed to contain the following five (5) units:

Unit	Bedrooms	Sq. Ft.	AMI
200 Level	2	~890	TBD
200 Level	2	~890	TBD
300 Level	2	~890	TBD
300 Level	2	~890	TBD
400 Level	3	~1,216	TBD

The proposed units do not appear to satisfy the minimum size requirement stated in the Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenant. The application must be corrected to comply with these

requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.

ANALYSIS – USE STANDARDS [§180-5]

Permitted and Conditional Uses: In the Mixed Use District, a variety of uses are permitted including multi-unit dwellings and townhomes, attached or standalone. The application meets this standard.

Mixture of Uses in the Mixed Use District (§180-5.2.13): For properties located in the Mixed Use District, development shall be a mixture of residential and nonresidential uses, with each such use making up no less than 20 percent of the total gross floor area of all uses within the property. Developments with a lesser mixture of residential or nonresidential uses, including single use developments, are a conditional use.

The application proposes one-hundred percent (100%) residential uses and has submitted a conditional use application which will be referenced later in this staff report. Staff is seeking Planning Commission feedback on the proposed 100% residential use.

Affordable Housing (§180-5.5): The application will be required to meet the requirements of the Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenants. Additionally, density bonus provisions shall be complied with. Section §180-5.5.1.B. states:

2. Density Bonus Requirements

a. In order to qualify for the density bonus incentive of additional dwelling units in multi-family and/or mixed-use projects, each deed restricted affordable unit shall be no more than 15 percent smaller in gross floor area than the corresponding bonus market rate unit. Provided, however, that if the affordable housing units provided under any density bonus provision of this Chapter are located off of the site of the subject property, then the foregoing requirement shall not apply and, instead, for every two off-site affordable units provided, the total combined floor area of such units shall, at a minimum, be equal to the floor area of the associated one on-site density bonus unit. Further provided, however, that in no instance shall an off-site affordable housing unit provided under any density bonus provision of this Chapter be less than 600 square feet in gross floor area.

b. Every owner of an affordable housing unit shall ensure that each potential buyer of the unit is qualified for the purchase through the Summit Combined Housing Authority, and any affordable housing unit established pursuant to any density bonus provision of this Chapter shall be marketed and offered solely through the Summit Combined Housing Authority.

c. For each affordable housing unit that is provided under any density bonus provision of this Chapter and that is to be located on or off the site of the subject property, the required deed or covenant restriction for such unit shall be established and legally enforceable prior to the Town's issuance of a certificate of completion or a certificate of occupancy for the corresponding bonus market rate dwelling unit in the development project.

3. Criteria for Approval

Bonus units may be approved by the Planning Commission upon finding that the additional units, because of the structure's design, height, mass, and scale, do not detract from the character of the vicinity and small mountain town character.

The application must be corrected to comply with these requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.

ANALYSIS - DEVELOPMENT STANDARDS [180-6]

This project will be reviewed for compliance with all development standards of the Unified Development Code (UDC) at the time of major site plan review.

Joint Use Restriction (§180-6.3.1): All standards for the development are being analyzed using all structures and uses on the property.

Buildings Occupying More Than One Lot (§180-6.3.2): In accordance with this section, the Watertower Place Condominiums (i.e. Buildings A, B and C) are considered one lot for the purposes of complying with district regulations such as lot coverage, minimum lot size, lot frontage, and setbacks.

Drainage Plan (§180-6.6): A drainage plan shall be submitted with the final site plan application. Said plan shall be prepared by a licensed engineer licensed in the State of Colorado. Submittal requirements, design standards and erosion and sediment control shall be addressed as outlined in §180-6.6, Frisco UDC.

Road Construction and Maintenance Standards (§180-6.9): No new public or private roads are proposed in association with the Fox Meadow development. These standards are not applicable to this application.

Access (§180-6.11): All vehicle access shall comply with the standards set forth in Chapter 155, Minimum Street Design and Access Criteria. Where development abuts a Town road, the location and design of access points to the road must be approved by the Frisco Public Works Director. The proposed access will be reviewed by the Public Works Department and the Town Engineer at the time of final site plan review.

Traffic Study (§180-6.12): Frisco Town Code requires a traffic study, prepared by a professional engineer licensed in the State of Colorado, be submitted for any large project that:

- A. Requires a conditional use or rezoning approval;**
- B. Is located adjacent to either Main Street or Summit Boulevard;**
- C. Contains only one point of access;**
- D. Contains an access point off an unimproved roadway or unincorporated area;**
- E. Contains an access point off a road with a service level of D or F; or**
- F. Is expected to generate 400 or more daily trips per day.**

The application materials include a traffic study performed by Felsburg Holt & Ullevig, dated December 2018. The submitted traffic study was written regarding forty (40) units. A corrected traffic study shall be submitted with the final site plan application which is relevant to the proposed twenty-one (21) units. Corrected traffic study shall address the CDOT GAP project and associated changes to traffic patterns on adjacent streets. The traffic study will be reviewed by the Public Works Department and the Town Engineer at that time.

On-Premise Parking (§180-6.13.3): The proposed parking for Fox Meadows appears to meet the minimum on-premise parking requirements.

Use Type	Parking Standard	Units	Bedrooms Proposed	Required Spaces
Single-household, Duplex and Two-unit Townhomes	1 per bedroom Minimum per Unit: 2 Maximum per Unit: 4	16	3 bedrooms/ unit	48
Multi-Unit (3+ Units)	1 per bedroom Maximum per Unit: 4	0		
Deed Restricted Units	1 per bedroom Maximum per Unit: 2	5	4-2 bedroom units 1-3-bedroom unit	10
Total Required				58

The application notes a three (3) car garage for each of the townhouse units. The proposed condominium units will each have two (2) tandem parking spaces on the first level of the structure. The proposed fifty-eight (58) parking spaces appear to meet the on-premise parking requirements. At full site plan review, the application will be required to show turning radius movements to demonstrate feasibility of the proposed townhome garages. The proposed garage doors do not appear to allow adequate access to the parking spaces within the proposed garages. The application must be corrected to comply with these requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.

Accessible Parking: All facilities, commercial and multi-family projects with seven (7) attached units or more must provide accessible parking. The application proposes single-family and duplex dwelling units and a five (5) unit condominium building. This standard does not apply to this application.

Visitor Parking: Visitor parking is required for multi-family residential developments at a rate of one (1) parking space for every five (5) units. Four (4) visitor parking spaces are required for the proposed twenty-one (21) units at Fox Meadows. The application includes three (3) new visitor spaces. The application must be corrected to show compliance with four (4) visitor parking spaces. If the application proposes utilizing existing parking spaces, information must be provided demonstrating that the proposed space(s) was not already required for the existing development. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.

Parking Standards and Criteria (§180-6.13.6): All parking spaces will be required to meet the parking dimensions and design requirements with a required parking space a minimum of 9 feet by 18.5 feet in size. Staff will review parking dimensions and design criteria along with space encroachment requirements at time of full site plan review.

Tandem Parking: The applicant is proposing tandem parking spaces. In order to allow tandem parking, the Planning Commission must find that the layout of the parking is functional and, at a minimum, two of the following four criteria are met:

1. That some of the spaces could be used as potential visitor parking space; and/or,
2. That, given the layout and design of the building, adequate storage space is provided for the residents so that it is not anticipated the parking space(s) will be needed predominately for storage; and/or,
3. That the architecture of the building façade which faces or accesses the parking spaces avoids a canyon effect, such that movement is provided in the building design; and/or,
4. That an adequate turning radius area is provided with the parking layout to allow for turning and backing into or out of the tandem parking spaces.

The application must identify how the proposed parking layout meets a minimum of 2 out of 4 of the above criteria at time of full site plan review.

Snow Storage Areas (§180-6.13.7): One-hundred (100) sq. ft. of snow storage is required for every 350 sq. ft. of paving. Snow storage areas shall be located adjacent to the applicable paved areas and shall be a minimum of eight (8) feet in depth. The applicant has submitted a snow storage plan with the sketch plan submittal. The applicant is proposing 5,921 sq. ft. of uncovered paved area on the property which will require 1,692 sq. ft. of snow storage. 1,821 sq. ft. is provided.

Landscaping and Revegetation (§180-6.14): The proposed landscaping plan has been incorporated in the site plan on the submitted Sheet A003. The application appears to show compliance with required vegetation and maximum amount of lawn area. The application will need to show compliance with revegetation and irrigation at time of full site plan review. The application will be reviewed for full compliance with §180-6.14, Landscaping and Revegetation standards at the time of final site plan application.

Outdoor Lighting (§180-6.16): A photometric plan has been submitted showing proposed full cut off exterior fixtures and shows compliance with regulations stated in Section 180-6.16 of the Frisco UDC.

Refuse Management (§180-6.17): All commercial, mixed-use and multi-family residential development projects shall provide adequate space for the collection and storage of refuse and recyclable materials. Dumpsters are required for commercial and mixed-uses projects. The application materials note a proposed trash and recycling area along South 7th Avenue. All refuse and recycling dumpster facilities shall be screened on four (4) sides to a height of six (6) feet.

The applicant will be required to submit a letter from a waste disposal company showing that proposed refuse and recycling facilities are located and sized appropriately for the proposed project. This letter shall reflect the relocation of existing dumpster facilities and note that the proposed refuse management can be utilized for existing and proposed development on the site. This will be reviewed at the time of final site plan review.

Residential Development Standards (§180-6.22): The purpose of the residential development standards is to promote high-quality development while still providing for creative and unique building designs; to establish minimum standards related to scale, mass, architecture, materials, and overall design character of development and provide incentives to help achieve desired attributes; and to preserve established neighborhood scale and character, ensuring that residential areas contribute to the streetscape and are conducive to walking.

The residential development standards are applicable due the proposed project containing 100% residential use. If a commercial use is proposed within the development, then the applicant will be required to show compliance with the nonresidential development standards through Section 180-6.21 which applies to mixed-use projects.

Staff has provided some initial comments for the Planning Commission to discuss and offer feedback to the applicant. The project will be reviewed for compliance with the residential development standards at time of final site plan review.

- Façade Standards (§180-6.22.3.A):
 - Building designs that duplicate, or are substantially similar in terms of roof pitch, building articulation, materials, colors, and building elements to existing or proposed structures within a 300 foot radius of the property shall not be allowed. The application proposes duplicate building designs for the single-residence and duplex structures. Two proposed designs are included with the application which would lead both types of townhomes to have duplicity on the property. The application must be corrected to comply with these requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.
 - Where a project contains two or more buildings or units, not identical units, the building design shall provide architectural relief from the duplication of buildings and units by utilizing a variety of windows, decks, balconies, or exterior facade composition. The applicant is proposing two building designs for the single-residence and duplex structures. The two proposed designs are included with the application which would lead both types of townhomes to have duplicity on the property. The application must be corrected to comply with these requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.
- Building Material Standards (§180-6.22.3.D): The application materials include a material sheet showing recycled wood siding and sierra ledge moss. Submitted color 3-D images show various other materials. The applicant has stated that they would like to choose specific materials at a later date and will speak to the Commission about that at the sketch plan meeting. Materials do not appear to wrap around the building and continue around projecting outside exterior corners and end at recessed interior corners. The application must be corrected to comply with these requirements. The Planning Commission may require an

applicant to return for additional sketch plan presentations if sufficient information is not received.

- Building Colors (§180-6.22.3.E): No color may be used as the primary color of the building that exceeds a chroma of four on the Munsell Color chart. Pure white or black may not be utilized as the primary building color. Colors that exceed a chroma of four, but that do not exceed a chroma of eight on the Munsell Color chart may be used only sparingly as accents, such as on trim or railings. Submitted color 3-D images show colors proposed at this time. The applicant has stated that they would like to choose specific colors at a later date and will speak to the Commission about that at the sketch plan meeting. The applicant will be required to provide a sample board with the proposed colors showing full compliance with Section 180-6.22.3.E. The application must be corrected to comply with these requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.
- Garage Standards (§180-6.22.3.F): The application notes that they have designed the structures so that the garage doors face the interior of the property which promotes a streetscape that is not dominated by garage doors along Granite Street, South Seventh Avenue, and North Summit Boulevard.

Bulk Standards (§180-6.23): Table 6-K of the UDC outlines bulk plane requirements. The application materials include one (1) page reflecting bulk plane but the bulk plane is not reflected accurately as it is not brought in the required distance of ten (10) feet from the property prior to being extended up. Staff notes that the proposed buildings do not comply with bulk plane standards. Residential development in the MU District is applicable to bulk plane standards. There will be bulk plane encroachments with proposed structures on the north, east and west of Fox Meadows. The application must be corrected to comply with these requirements. The Planning Commission may require an applicant to return for additional sketch plan presentations if sufficient information is not received.

§180-6.23.3 of the UDC states that building forms may deviate from this standard and project beyond the bulk plane if they do not exceed maximum building height and provide substantial architectural relief, with Planning Commission approval.

Without the applicant accurately showing all bulk plane encroachments on the submittal materials, the extent is not known at this time. Staff recommends the Planning Commission direct the applicant to return to another sketch plan review when they can illustrate all bulk plane encroachments. Without seeing the encroachments, the Planning Commission cannot determine if they provide substantial architectural relief.

CONDITIONAL USE [§180-2.5.1]

The property is zoned Mixed Use (MU) District. The Frisco Town Code (Code) states in Section 180-5.2.13, Mixture of Uses in the Mixed Use District, that for properties located in the Mixed Use District, development shall be a mixture of residential and nonresidential uses, with each such use making up no less than 20 percent of the total gross floor area of all uses within the property. Developments with a lesser mixture of residential or nonresidential uses, including single use developments, are a conditional use.

The application proposes one-hundred percent (100%) residential uses which requires a conditional use application. The purpose of a conditional use is for land uses that, because of their unique character, size, operating characteristics, and potential impacts, must undergo special review with the potential for conditional approval in order to be undertaken in a particular zoning district. The conditional use process allows for the integration of certain land uses within the Town based on appropriate conditions imposed by the Planning Commission. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and by reviewing the impacts a conditional use may have. Conditions are intended to minimize or ameliorate any negative circumstances that might arise by the use. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety, or welfare of the community or a violation of any provision of the Town Code, state law, rule, or regulation promulgated pursuant thereto.

The purpose statement for the MU District reads:

To increase the efficiency of land use, the number of residents and the diversity of commercial activities in those transition areas between the core commercial districts and residential districts, and to emphasize and encourage pedestrian and bicycle circulation.

It shall be the duty of the applicant to establish that each of the conditional use criteria has been met. Section 2.5.1.D of the Unified Development Code states that the Planning Commission may approve a conditional use permit application upon finding that each of six criteria are met. The application notes the following in response to each criteria:

1. The conditional use is consistent with the purpose and intent of the zone district in which it is proposed to be located, furthers the applicable goals of the Frisco Community Plan, and is a desirable use that will contribute to the general welfare of the community; and

Applicant's Response: *The subject property is on the South side of Granite Boulevard which, except for the old post office/dance studio, is 100% residential with no commercial. It is across the street from Boulevard Bend is in MU zoning which was some years ago approved for 100% residential. The previously approved application for the previously built and existing 14 units required no commercial. The previously approved development application for Fox meadow allowed the commercial to be shrunk to 1249 square feet. The goals of the Frisco Community Plan are better served by 100% residential that includes 5-deed restricted affordable units rather than an unneeded random commercial space that would be out of place. As a matter of general welfare the removal of a commercial component will reduce commercial traffic at the 8th Avenue and Summit Boulevard stop sign which because of school and fire department traffic will be a benefit to health, safety and neighborhood welfare.*

Staff's Analysis: There is an inconsistency between the proposed development and the purpose statement of the MU District. As a 100% residential project, the proposed development does not increase the diversity of land use, but actually solidifies a high density residential land use into the entire subject block. Considering the location of the subject property and its high visibility along Granite Street, the addition of commercial (office, retail, exercise/health, etc.) would provide a linkage from the commercial core and residential. Commercial

uses are located immediately across Granite Street from the subject property. In planning for the future of Frisco, additional work space and services for the community could be well-located here for ease of access, diversity of commercial space options for businesses, and convenience of location. The application should follow the direction in the Frisco Community Plan, specifically:

- *A&C 2. Enhance Frisco as a cohesive community, which includes full-time residents, second homeowners, businesses and visitors.*
- *BE 1. Encourage eclectic and sustainable designs for new construction and redevelopment to enhance the community's character.*
- *BE 2. Ensure the design of Frisco's public spaces, streets and pathways reflect Frisco's mountain town character.*
- *BE 3. Preserve and enhance the Main Street area as the heart of the community.*
- *BE 4. Enhance the Summit Boulevard area as a primary gateway and as a functional and efficient economic center of the town.*
- *BE 5. Promote attractive and safe connections between all areas and sections of the town.*
- *EC 1. Develop economic strategies to encourage a diversity of commercial businesses in town.*
- *EC 2. Continue to promote the town as a year-round destination.*
- *EC 3. Encourage and direct economic growth.*
- *HS 1. Encourage a mixture of housing unit sizes and types within new residential developments.*
- *HS 2. Ensure new housing is compatible with adjacent properties and compliments existing neighborhoods.*
- *HS 3. Provide a variety of affordable housing opportunities, regulations and/or programs that meet the needs of the Frisco residents.*
- *NR 2. Ensure scenic viewsheds of locally identified points of interest, including Mt Royal, Wichita, Chief, Buffalo, and Dillon Reservoir/Continental Divide, are maintained as practical as possible.*

2. The conditional use is compatible with the mix of development in the immediate vicinity of the parcel in terms of density, height, bulk, architecture, landscaping, and open space, as well as with any applicable adopted regulatory master plan or PUD; and

Applicant's Response: *Granite Street to the south and west is, with the exception for the old post office/dance studio, 100% residential with no commercial. Fox Meadow at 25 density units to the acre will be below other nearby multi-family densities of over 40 to the acre. Its height, bulk, architecture, landscaping, and open space is compatible with the surrounding neighborhood.*

Staff's Analysis: The conditional use as proposed would be a similar land use to what is found in the vicinity of the project, with the exception of a commercial component. Buildings in the vicinity, along and across Granite Street include 3-story buildings and have residential uses and a variety of commercial uses. Residential is immediately located to the south, within the same block. The development would need to meet the UDC requirements for lot coverage, landscaped areas, and appears to be similar to the standards to which the vicinity was built. However, the height and continuous line of 45 foot tall

buildings does not add variety or interest to the Granite Street frontage (dissimilar to the Water Tower project to the south) It will be important for the project to have strong landscaping features along the 7th and Granite Street frontage to mitigate strong vertical aspects of the architecture.

3. The conditional use is consistent and compatible with the character of the immediate vicinity of the parcel proposed for development and surrounding land uses and enhances the mixture of complimentary uses and activities in the immediate vicinity of the parcel proposed for development; and

Applicant's Response: *The elimination of commercial use will benefit the 100% residential neighborhood. The mixture with deed restricted units will enhance and benefit the area and the project*

Staff's Analysis: The proposed residential land use is common in the vicinity, including the parcel immediately to the south. As noted under Criterion 1, the 100% residential project as proposed does not provide a transition to the commercial core as is expected in the MU District in order to provide uses that could support diverse opportunities for commerce and provide for the general welfare.

4. The location, size, design and operating characteristics of the proposed conditional use minimizes adverse effects, including visual impacts, impacts on pedestrian and vehicular circulation, parking, refuse and recycling services/area, service delivery, noise, vibrations and odor on surrounding properties; and

Applicant's Response: *The allowed density and on-street parking would allow a large commercial building in an area where it is not needed and would be likely to struggle to succeed. The visual impacts, vehicular circulation and parking would likely have an adverse impact on the neighborhood.*

Staff's Analysis: It is unlikely that any negative effects as noted in this criterion would be generated by the proposed residential use. Any commercial uses would need to be permitted or conditional as listed in the UDC Use Table (180.5.1). Should there be an addition of commercial uses, parking and circulation would need to be addressed and would affect the site plan layout of structures and parking.

5. There are adequate public facilities and services to serve the conditional use including but not limited to roads, potable water, sewer, solid waste, parks, police, fire protection, emergency medical services, hospital and medical services, drainage systems and schools; and

Applicant's Response: *There are adequate public facilities and services to serve the property which will not be impacted by allowing the conditional use.*

Staff's Analysis: Service providers have indicated that basic infrastructure and services are available to serve the development. An engineered utility plan must confirm the appropriate location of both service lines and main lines, and the need to relocate any existing utilities. A report by a traffic engineer is necessary to confirm that the driveway access is appropriately located (sight distance,

anticipated trip generation due to the 7th Avenue/GAP Project change, standard design criteria, etc.).

6. The Community Development Director may recommend and the Planning Commission may impose such conditions on a conditional use that are necessary to maintain the integrity of the Town's Zone Districts and to ensure the conditional use complies this Chapter; is compatible with surrounding land uses; and is served by adequate public facilities. This includes, but is not limited to, imposing conditions on size, bulk, location, open space, landscaping, buffering, lighting, signage, off-street parking and other similar design features, the construction of public facilities to serve the conditional use and limitations on the operating characteristics and hours of operation

Applicant's Response: *The requested conditional use appears to be compatible with surrounding land uses and without adverse impact on public facilities and services in any manner that would suggest a need imposing new conditions.*

Staff would recommend the Planning Commission provide the applicant feedback on the Conditional Use criteria. Staff does not think that the proposed 100% residential use meets the purpose and intent of the MU District. With the proximity to Highway 9 and Main Street, this property serves as an ideal transition between the adjacent Residential-High Density and the commercial zoning to the north and east.

PUBLIC COMMENT

The Community Development Department has not received any formal public comments concerning this project as of June 13, 2019.

STAFF RECOMMENDATIONS

Staff recommends the Planning Commission provide the applicant feedback on the proposed Fox Meadows multi-family residential project and the Conditional Use Application for a development with less than a 20% mixture of residential and nonresidential uses within the Mixed-Use Zoning District in the context of the recommendations and requirements of the Frisco Community Plan and the Frisco Town Code.

Staff observations:

- The proposed structures do not comply with setback requirements; roof eaves shall not be permitted to encroach and shall be corrected.
- Proposed density does not comply with the MU District unless Density Bonus provisions are utilized and complied with.
- The deed restricted units are not large enough to comply with the Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenants. The application must be corrected.
- Proposed parking within townhome garages does not appear to be feasible. The applicant may need to redesign garage door size/locations.

- Staff request that all parking proposed in the South 7th Avenue public right-of-way be removed from all plans unless the applicant has permission from the Town Council and Public Works to construct within the right-of-way.
- The applicant is proposing duplicate building designs for the single-residence and duplex structures. The application must be corrected to provide further architectural relief from the duplication of units on the property.
- The applicant has not yet determined the proposed exterior colors and materials. Proposed colors and materials must be submitted.
- Exterior materials do not wrap around the building and continue around projecting outside exterior corners and end at recessed interior corners. The application must be corrected.
- Bulk plane is not accurately drawn on the submittal. The application must be corrected and accurately illustrate all bulk plane encroachments.
- Staff recommends the Planning Commission provide the applicant feedback on the Conditional Use criteria. Staff does not think that the proposed 100% residential use meets the purpose and intent of the MU District and Community Plan. With the proximity to Highway 9 and Main Street, this property serves as an ideal transition between the adjacent Residential-High Density and the commercial zoning to the north and east.
- Residential development standards are applicable due to the application proposing 100% residential use. If the application is revised to be a mixed-use development, then the application will be required to show compliance with the nonresidential development standards.
- The application materials note that the applicant will construct a bus shelter. Staff recommends that the applicant speak to Summit County's Summit Stage and Frisco Public Works to seek approval on this proposal.

Staff recommends the Planning Commission require the applicant to return for another sketch plan presentation with an application that complies with the Frisco Town Code and the Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenants and addresses the Planning Commissions comments from this sketch plan review.

ATTACHMENTS

Attachments:

- Mixed Use (MU) District
- Residential Development Standards
- Bulk Plane Standards
- Real Covenant and Agreement Concerning Unified Development and Affordable Housing Covenants
- Application Materials

cc: Town Centre, Ltd.

180-3.12 Mixed-Use (MU) District

180-3.12.1. PURPOSE

To increase the efficiency of land use, the number of residents and the diversity of commercial activities in those transition areas between the core commercial districts and residential districts, and to emphasize and encourage pedestrian and bicycle circulation.

180-3.12.2. DISTRICT STANDARDS

A. Dimensions

See

Figure 3-M and Sections 180-3.16 and 180-3.17.

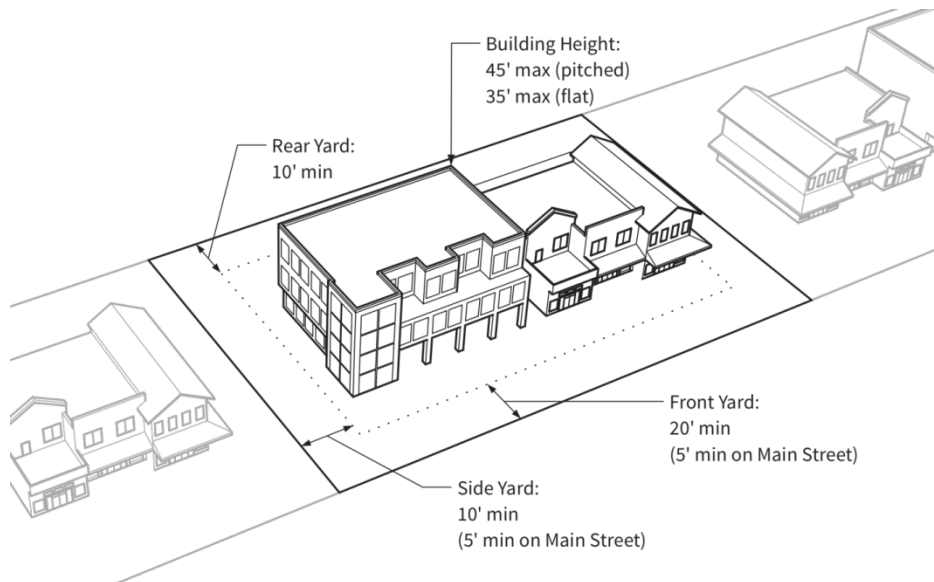
B. Development Standards

1. For properties with frontage on Main Street, on-site parking shall not be located along the part of the property abutting Main Street.
2. All residential development is subject to the Residential Development Standards in Section 180-6.22.
3. All non-residential development is subject to the Non-Residential Development Standards in Section 180-6.21.

**TABLE 3-2: MU DISTRICT
DIMENSIONAL STANDARDS**

PROJECT STANDARDS	
Maximum density	14 du/acre
LOT STANDARDS	
Minimum lot area	None
Minimum lot frontage	None
Minimum open space	10% of GFA
Maximum lot coverage	60%
SETBACKS	
Minimum front yard setback	20 ft.
Minimum front yard setback, Main Street requirements	5 ft.
Minimum side yard setback	10 ft.
Minimum side yard setback, Main Street requirements	5 ft.
Minimum rear yard setback	10 ft.
Minimum rear yard setback, Main Street requirements	10 ft.
BUILDING STANDARDS	
Maximum building height	45 ft. (pitched); 35 ft. (flat)

Figure 3-M: Illustration of MU District Dimensional Standards



180-6.22 Residential Development Standards

[Amended 04-09-19, Ord. 19-04]

180-6.22.1. PURPOSE

The purpose of the residential development standards is to promote high quality development while still providing for creative and unique building designs; to establish minimum standards related to scale, mass, architecture, materials, and overall design character of development and provide incentives to help achieve desired attributes; and to preserve established neighborhood scale and character, ensuring that residential areas contribute to the streetscape and are conducive to walking.

180-6.22.2. APPLICABILITY

- A. This section shall apply to the development of any residential use that requires site plan review. Findings shall be made that the residential development is in compliance with the standards of this section prior to approval of a site plan review. Failure to meet the mandatory standards shall constitute grounds for the decision-making body to request amendments to the proposed design or to deny a final plan or site plan.
- B. These regulations shall only be applicable to the building or portion of the building being constructed, altered, or added in the development application submitted by an applicant.

180-6.22.3. STANDARDS

The following mandatory standards shall be met by all residential development subject to site plan review.

A. Facade Standards

1. Intent

To ensure that the façade design of development is compatible with Frisco's small mountain town character and provides a human scale to enhance the walking experience in the neighborhood.

2. Building Elements

All building elevations shall employ varied articulation of wall surfaces, as shown in Figure 6-UU. Each façade shall be articulated through the use of at least four of the following techniques:

- a. Deep eaves or overhangs, at least 24 inches in depth;
- b. Balconies, porches, or patios;
- c. Building elements that provide shelter from natural elements;
- d. Offsets, insets, bays, or other similar architectural features to add a variety of depths to the wall plane;
- e. A change in texture or material, provided all exterior wall textures and materials are consistent with the overall architectural style of the building;
- f. Variation in roof planes or roof forms, including dormers or gables; or
- g. Variation in window sizes and shapes.

Figure 6-UU: Residential Building Design



3. Duplicate Building Design Prohibited

- a. Building designs that duplicate, or are substantially similar in terms of roof pitch, building articulation, materials, colors, and building elements to existing or proposed structures within a 300 foot radius of the property shall not be allowed, with the exception that accessory structures on the same lot or parcel as the primary structure may be similar in design as the primary structure.
- b. Where a project contains two or more buildings or units, not identical units, the building design shall provide architectural relief from the duplication of buildings and units by utilizing a variety of windows, decks, balconies, or exterior facade composition.

4. Duplex Design

Duplex structures shall be designed to look like a single-household structure to the extent architecturally feasible. The design shall not result in each half of the structure appearing substantially similar or a mirror image in design.

Figure 6-WV: Duplex Design



B. Bulk Plane Standards

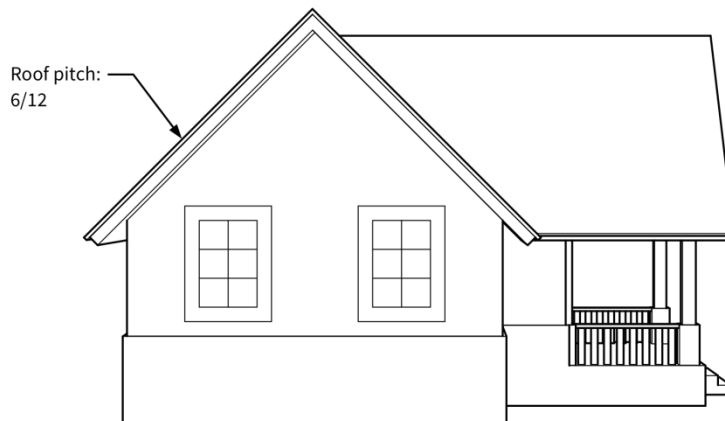
See Section 180-6.23 for bulk plane requirements.

C. Roof Standards

1. Intent

To ensure that roof elements are compatible with or complementary to existing historic or contributing buildings in the area and to encourage visibly pitched roofs or roof elements and the use of dormers and breaks in ridgelines.

Figure 6-WW: Appropriate Roof Pitch



2. Roof Pitch

- a. Pitched roofs, or flat roofs augmented with pitched roof elements, are required.
- b. A minimum roof pitch of 6/12 is encouraged.
- c. Mansard roofs are prohibited.

3. Roof Design

Roof lines shall be designed in a manner where they do not substantially deposit snow onto required parking areas, sidewalks, trash storage areas, stairways, decks, balconies or entryways.

4. Roof Materials

- a. If metal roofs are used they shall be surfaced with a low-gloss finish, matte finish, or other finish proven to fade and not be reflective.
- b. Metal roofs, asphalt and fiberglass shingles are permitted provided that they heavy material that provides substantial relief and shadow, and the design and color are compatible with the building.
- c. Historic buildings, as noted in the Town's Historic Resource Inventory, may use rolled asphalt roofing materials.
- d. Bright colored roofs that exceed a chroma of four on the Munsell Color chart are prohibited.

D. Building Material Standards

1. Intent

To ensure that building materials are compatible and complementary to existing historic and contributing buildings in the area, using a combination of mainly natural materials.

2. Primary Materials

- a. Building materials shall be predominantly natural, including but not limited to, wood siding, wood shakes, logs, stone, brick, or other similar materials.
- b. Other materials that imitate natural materials are also acceptable provided their texture, shape, and size are substantially similar to the natural materials they are imitating, and are not obviously artificial materials.
- c. Stucco or steel are acceptable materials when used in combination with other acceptable materials.

3. Specific Material Standards

a. Concrete Block

Concrete block shall not be allowed as the primary or extensive exterior finish. When used as an accent, concrete block shall be a split block, or other similarly shaped, textured, and colored materials that are found to be compatible with the building and the purpose of this section.

b. Metal

Metal shall have a matte finish or a finish proven to fade and not be reflective.

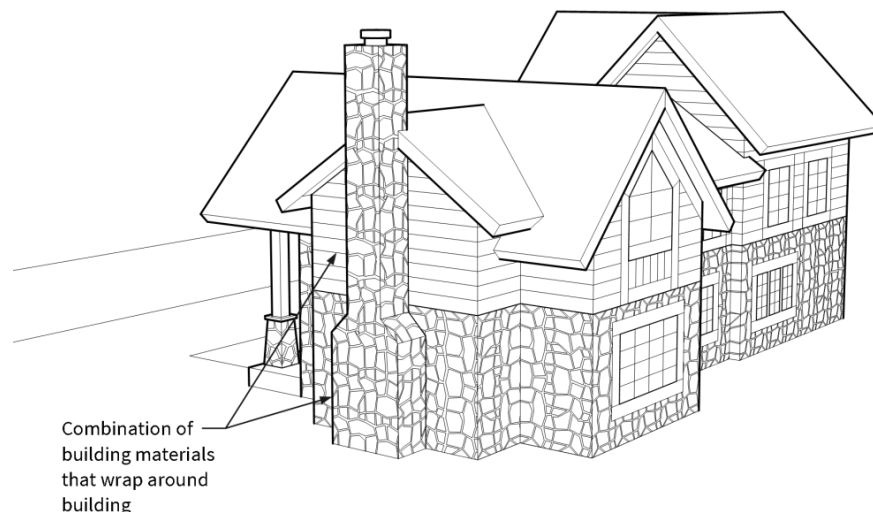
c. Glass

The use of mirrored or reflective glass is prohibited unless required for compliance with the voluntary green building program as administered by the Town's Building Official.

4. Variety of Materials on All Building Elevations

- a. There shall be a variety of quality and type of exterior materials, and their application shall be generally in balance and proportional on all elevations of the building.
- b. Materials that wrap around the building, such as a durable material at the base of the structure, shall continue around projecting outside exterior corners and end at recessed inside exterior corners.

Figure 6-XX: Exterior Materials Wrap Around Building



5. Accessory Structures

The same or similar building materials shall be used on main structures and any accessory structures located on the same site, unless an alternative material can be provided that will complement the project and which meets the other standards of this section.

6. Building Additions

Additions that are 50 percent or less of the existing building floor area, or exterior remodels or renovations, may be allowed to complement the existing structure, even if the building does not currently meet the material standards of this section.

E. Building Colors

1. Intent

To promote building colors compatible with the site and surrounding buildings.

2. Maximum Color Chroma

No color may be used as the primary color of the building that exceeds a chroma of four on the Munsell Color chart. Pure white or black may not be utilized as the primary building color.

3. Exception for Building Accents

Colors that exceed a chroma of four, but that do not exceed a chroma of eight on the Munsell Color chart may be used only sparingly as accents, such as on trim or railings. Luminescent, fluorescent, or reflective colors shall not be utilized on any exterior portion of the building.

F. Garage Standards

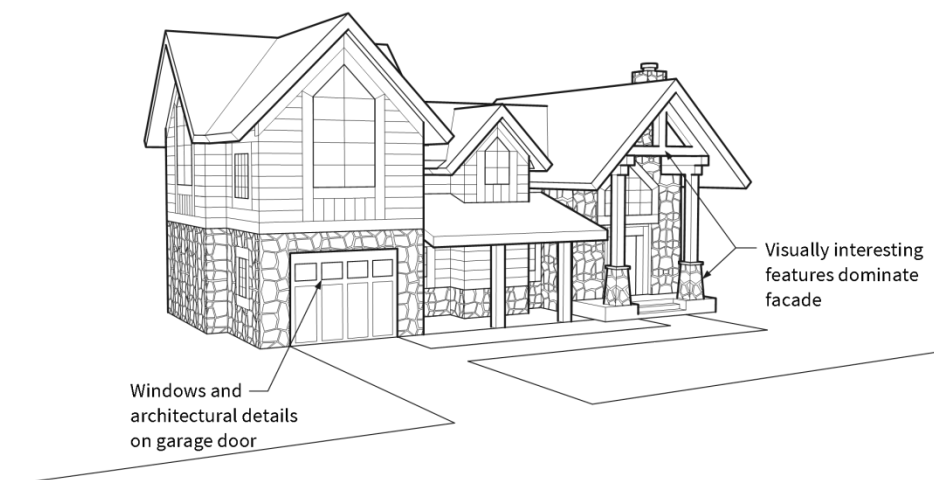
1. Intent

To promote an active and visually interesting streetscape that is not dominated by garage doors.

2. Garage Door Location

Garages are encouraged to be located and oriented away from the street where they will not act as the primary design element of the building. Street-facing garage doors shall be recessed behind the front façade of the dwelling and shall not comprise the majority of the street-facing building frontage, unless of a custom style broken up with windows or other features.

Figure 6-YY: Residential Visually Interesting Features



180-6.23 Bulk Standards

[Amended 03-13-18, Ord. 18-03]

180-6.23.1. PURPOSE

To establish bulk plane requirements to ensure that massing relief is provided and building bulk is concentrated further from the street facades.

180-6.23.2. BULK PLANE ENVELOPE

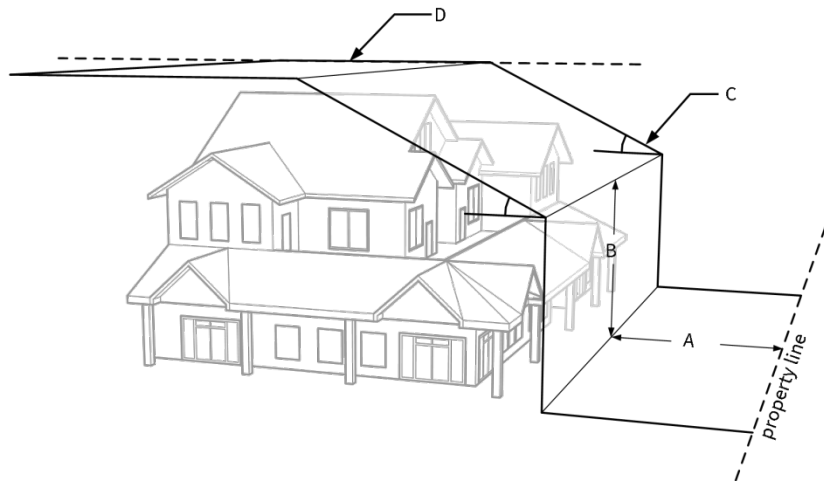
Within certain areas of the Town and for certain development types, as shown in Table 6-K, the bulk of a building shall be restricted through the use of a bulk plane envelope. The measurement of a required bulk plane envelope shall be determined along each property line, using the corresponding dimension noted in Table 6-K and illustrated in Figure 6-ZZ:

- A. The bulk plane begins (A) feet inside the property line at a height of (B) feet above existing grade;
- B. The bulk plane then slopes inward towards the center of the lot at a (C) degree angle; and
- C. The bulk plane extends to the point where it intersects with the maximum allowed height (D).

**TABLE 6-K
BULK PLANE STANDARDS**

DIMENSION ON FIGURE 1-1	Applicability (District or Development Type)	Central Core District		Residential Districts			Residential Development in MU District		Other Locations			
		Height ≤ 28' [1]	Height > 28' [1]	RS/RL	RM/RH, Height ≤ 28'	RM/RH, Height > 28'	Height ≤ 38'	Height > 38'	Summit Boulevard [2]	Marina [3]	West End of Main Street [4]	
STREET / FRONT PROPERTY LINE												
A	Feet inside property line	0 ft.		20 ft.					10 ft.	25 ft.	5 ft.	
B	Starting height above grade	24 ft.	20 ft.						24 ft.			
C	Extend at angle	45°							22.5°			
SIDE PROPERTY LINE												
A	Feet inside property line	0 ft.		15 ft.	10 ft.		10 ft.		--	25 ft.	5 ft.	
B	Starting height above grade	24 ft.	20 ft.	25 ft.		20 ft.	25 ft.	20 ft.	--	24 ft.		
C	Extend at angle	45°							--	22.5°		
REAR PROPERTY LINE												
A	Feet inside property line	--		10 ft.						--	10 ft.	
B	Starting height above grade	--		25 ft.					24 ft.	--	24 ft.	
C	Extend at angle	--		45°					45°	--	45°	
MAXIMUM HEIGHT												
D	Maximum height	28 ft.	35 ft. flat 40 ft. pitched	30 ft.	28 ft.	35 ft.	38 ft.	45 ft.	Underlying District Maximum	Underlying District Maximum	Underlying District Maximum	
[1] Side Property Line Bulk Plane does not apply to properties located between Main Street and the Granite Street Alley and properties located between Main Street and the Galena Street Alley. [2] Applies to Mixed Use District properties fronting on Summit Boulevard. [3] Applies to properties within 100 feet of Main Street right-of-way, east of Summit Boulevard. [4] Applies to properties fronting on Main Street, west of Madison Avenue.												

Figure 6-ZZ: Bulk Plane Measurement



180-6.23.3. EXCEPTIONS

- A. Where a conflict exists between the allowed height along a rear yard, and a street side yard, the more restrictive measurement shall govern.
- B. Where a conflict exists between the required setback of the underlying zoning district and a town-approved less restrictive property setback, the less restrictive shall govern and shall be used as the distance from the property line for purposes of determining the bulk plane measurements.
- C. Building forms may deviate from this standard and project beyond the bulk plane if they do not exceed maximum building height and provide substantial architectural relief, with Planning Commission approval. Staff may approve the deviation if the projection beyond the bulk plane does not exceed 350 cubic feet.



Cheri Brunvand-Summit County Recorder 10/14/2005 15:36 DF:



**2/91-
2005 1151**

**REAL COVENANT AND AGREEMENT CONCERNING UNIFIED DEVELOPMENT
AND AFFORDABLE HOUSING COVENANTS**

THIS REAL COVENANT AND AGREEMENT CONCERNING UNIFIED DEVELOPMENT AND AFFORDABLE HOUSING COVENANTS (the "Agreement") is made as of this 30th day of September, 2005, by and between Frisco Gateway Development, LLC, a Colorado limited liability company (together with its assigns and successors in interest, "Frisco Gateway") and the Town of Frisco, a Colorado municipal corporation (the "Town").

Recitals

A. Frisco Gateway and the Town entered into that certain Contract to Buy and Sell Real Estate dated May 10, 2005 (the "Contract") for the purchase and sale of that real property described as follows:

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, Block 16, Town of Frisco, County of Summit, State of Colorado, also known as 207 South 8th Avenue, Frisco, Colorado (the "Property").

B. The Contract, at Section 24.b., contains conditions of sale that the Property be restricted by a real covenant at closing so as to require that it be developed with adjacent properties owned by Frisco Gateway in a unified manner and that Frisco Gateway impose restrictive covenants to provide affordable housing within the unified development project. This Agreement sets forth certain restrictive covenants concerning the unified development of the Property with other adjacent properties owned by Frisco Gateway (hereinafter such unified development is referred to as the "Project"), provides terms and conditions concerning the provision of affordable housing within the Project, provides the form of Residential Housing Restrictive Covenant and Notice of Lien to be used to provide for such affordable housing, and is intended to satisfy said conditions of the Contract.

NOW THEREFORE, in consideration of sale of the Property by the Town of Frisco to Frisco Gateway, Frisco Gateway and the Town do hereby declare that the following terms, restrictions and limitations shall be deemed to run with the Property and shall be a burden to Frisco Gateway, its successors and assigns, and any person acquiring or owning an interest in the Property, or any part thereof, their grantees, personal representatives, heirs, successors and assigns:

1. Unified Development of Project: Upon the closing of the sale of the Property, Frisco Gateway will proceed with applications for land use approvals to develop and subdivide the Property simultaneously, and in a unified manner, with those real properties described below:

- i. Parcel A: Units 103, 201, 202, 203, 204, 205, 301, 302 and 303, Boardwalk Building, according to the Map recorded September 5, 2000 under Reception No. 631839 and subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Boardwalk Building recorded September 5, 2000 under Reception No. 631840, County of Summit, State of Colorado.

- ii. Parcel B: Lots 5, 6, 7, 8, 9, 10, 11 and 12, Block 16, Town of Frisco, County of Summit, State of Colorado.

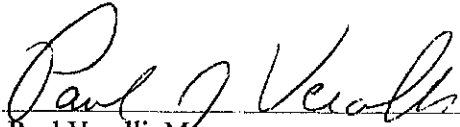
(together with the Property, collectively referred to below as the "Project").

2. Affordable Housing Units. The Project will contain no less than eight (8) affordable housing units (the "Affordable Housing Units"). Simultaneously with the recordation of the first subdivision plat or condominium map which creates any of the required eight (8) Affordable Housing Units, Frisco Gateway will record a covenant substantially in the form attached to this Agreement as Exhibit A over eight (8) of the units so created or over any eight (8) units within the Project. Defined terms contained in Exhibit A have the same meaning in this Agreement as is set forth in Exhibit A. Four (4) of the Affordable Housing Units will contain not less than one bedroom and 650 square feet; the other four (4) Affordable Housing Units will contain not less than two bedrooms and 925 square feet. Four (4) of the Affordable Housing Units will be occupied by Eligible Households earning not more than 80% of the Area Median Income and four (4) of the Affordable Housing Units will be occupied by Eligible Households earning not more than 100% of the Area Median Income. Units will conform to the current definition of Affordable Housing as set forth in Section 180-5 of the Code of the Town of Frisco, which is attached as Exhibit B.

3. Enforcement. This Agreement is for the benefit of the Town. Each provision of this Agreement shall be enforceable by the Town by a proceeding at law or in equity against the owner of the Property, or any part thereof, and such right of enforcement shall include but not be limited to a right of specific enforcement. Failure by the Town to enforce any provision of this Agreement shall not operate as a waiver of any such provision, the right to enforce such provision thereafter, or of any other provision of this Agreement.

4. Effect of Provisions of this Agreement. Each provision of this Agreement, and any agreement, promise, covenant and undertaking to comply with each provision of this Agreement: (i) shall be deemed incorporated into each deed or other instrument by which any right, title or interest in any portion of the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (ii) shall, by virtue of acceptance of any right, title or interest in any portion of the Property by an owner be deemed accepted, ratified, adopted and declared as a personal covenant of such owner and, as a personal covenant, shall be binding on such owner and his heirs, personal representatives, successors and assigns; and (iii) shall be deemed a real covenant by Frisco Gateway, for itself, its administrators, successors and assigns, and also an equitable servitude running in each case as a burden with and upon the title to each and every portion of the Property

5. Modification/Termination of Agreement. This Agreement may be amended or revoked only by a written instrument in recordable form executed by the owner of the Property and the Town. The Town agrees to revise Exhibit A if and as reasonably necessary to obtain Federal National Mortgage Association purchase money mortgages for the Affordable Housing Units. When such restrictive covenant has been recorded against all eight (8) Affordable Housing Units and when all other terms and conditions of this Agreement have been complied with, the Town will record a release of this Agreement.


By: Paul Veralli, Manager

THE TOWN OF FRISCO

By: Bernie Zurbriggen
Title: Mayor

Attest:

By: Deborah Wohlmuth
Title: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FRISCO GATEWAY DEVELOPMENT, LLC, a Colorado limited liability company

By: Paul Veralli, Manager


THE TOWN OF FRISCO

By: Bernie Zurbriggen
Title: Mayor

Attest:

By: Deborah Wohlmuth
Title: Town Clerk

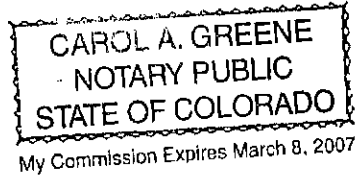
STATE OF COLORADO)
)
COUNTY OF SUMMIT) ss.

The foregoing instrument was acknowledged before me on the 29th day of September, 2005 by Paul Veralli as Manager for Frisco Gateway Development, LLC.

Witness my hand and official seal.

My commission expires

Carol A. Greene
Notary Public



{SEAL}

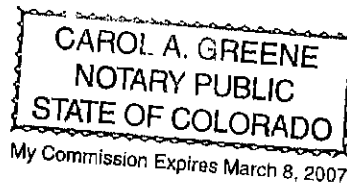
STATE OF COLORADO)
)
COUNTY OF SUMMIT) ss.

The foregoing instrument was acknowledged before me on the 29th day of September, 2005 by Bernie Zubizarreta as Mayor for the Town of Frisco.

Witness my hand and official seal.

My commission expires

Carol A. Greene
Notary Public



{SEAL}

**EXHIBIT A
TO
REAL COVENANT AND AGREEMENT CONCERNING UNIFIED DEVELOPMENT
AND AFFORDABLE HOUSING COVENANTS**

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNIT _____, OF _____,
TOWN OF FRISCO, COLORADO**

This Residential Housing Restrictive Covenant and Notice of Lien for Unit _____, of _____, Town of Frisco, Colorado, (this "Restriction,") is made this _____ day of _____, 200_, by _____ a _____ hereinafter referred to as "Declarant".

RECITALS:

WHEREAS, Declarant is the Owner of that certain real estate located in the Town of Frisco, County of Summit, State of Colorado, and legally described as follows: Unit _____, of _____, according to the plat thereof now on file in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. _____ hereinafter referred to as the "Property"; and

WHEREAS, _____

_____ ; and

WHEREAS, _____

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Property remains available for purchase and occupation by persons residing and working in Summit County, Colorado, as moderately priced housing, and protecting the value and desirability of the Property, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, and assigns, and shall enure to the benefit of the Owner of the Property, the Summit County Housing Authority, the Town of Frisco, and Declarant.

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:

A. "Area Median Income" or "AMI" means the median annual income for Summit County, Colorado, (or such next larger statistical area calculated by HUD that includes Summit County, Colorado, if HUD does not calculate the area median income for Summit County, Colorado, on a distinct basis from other areas), as adjusted for household size, that is calculated and published annually by HUD (or any successor index thereto acceptable to the Town or SCHA in its reasonable discretion). If AMI data pertaining to the date of sale of a Unit is yet not available as of the date the sale price is calculated, then the most recent data published by HUD shall be used in its place.

B. "Dependent" shall mean a person, including a spouse of, a child of, a step-child of, a child in the permanent legal custody of, or a parent of, a Resident, whose principal place of residence is in the same household as such Resident, and who is financially dependent upon the support of the Resident. Dependent shall also include any person included within the definition of "Familial Status" as defined in 42 U.S.C. § 3602(k), as that act shall from time to time be amended.

C. "Eligible Household" means a household earning not more than _____ percent (____%) of the area median income and that has been approved by either the SCHA or the Town so as to allow for the execution by the SCHA or Town of the form of approval set forth in Section 3.3 of this Restriction. For purposes of the determination of the number of people that constitute a household under this definition, any Resident or Dependent spouse of a Resident who is pregnant at the time of the determination of whether a household meets the income limitation provided in this definition shall be deemed to be two (2) people.

D. "Household" means one or more persons who intend to live together in the premises of a dwelling unit as a single housekeeping unit, but does not mean a group of four (4) or more persons unrelated by blood, adoption or marriage.

E. "HUD" means the U.S. Department of Housing and Urban Development.

F. "Maximum Resale Price" means that maximum Purchase Price that shall be paid by any purchaser of a Unit, other than the initial purchaser who acquires the Unit from Declarant, that is determined in accordance with the provisions of Section 6.3 of this Restriction. The Maximum Resale Price is not a guaranteed price, but merely the highest price an Owner may obtain for the sale of a Unit.

G. "Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

- H. "Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.
- I. "Owner" means the record owner of the fee simple title to any Unit contained within the Property.
- J. "Purchase Money Mortgage" means a Mortgage given by an Owner to the extent that it is: (a) taken or retained by the seller of a Unit to secure all or part of the payment of the Purchase Price; or (b) taken by a person who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Unit if such value is in fact so used.
- K. "Purchase Price" shall mean all consideration paid by the purchaser to the seller for a Unit, but shall not include any proration amounts, taxes, costs and expenses of obtaining financing, cost of furnishings or personal property, lenders fees, title insurance fees, closing costs, inspection fees, or other fees and costs related to the purchase of the property but not paid directly to Seller. Amounts paid by seller to provide clear title or as commissions or expenses of sale shall not be deducted from the sale price in determining the Purchase price.
- L. "Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit, earns his or her living primarily within Summit County by working there either an average of at least 30 hours per week (determined on an annual basis, or as to seasonal employees, on a seasonal basis), or (ii) is a person who is approved, in writing, by SCHA or the Town based upon criteria including, but not limited to, total income, percent of income earned within Summit County, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the SCHA or the Town from time to time. (Compliance with each of these criteria is not necessary; in certifying Residents, the SCHA or the Town shall consider the criteria cumulatively as they relate to the intent and purpose of this Restriction).
- M. "SCHA" means the Summit County Housing Authority.
- N. "Town" means the Town of Frisco, State of Colorado.
- O. "Transfer" or "transferred" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in a Unit, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of a Unit is transferred and the Owner obtains title.
- P. "Unit" shall mean the residential dwelling unit or units contained within the description of the Property as set forth hereinabove.

ARTICLE II PURPOSE

Section 2.1. Purpose. The purpose of this Restriction is to restrict ownership and sale of the Unit in such a fashion as to provide, on a permanent basis, moderately priced housing to be occupied by Resident Eligible Households, which Eligible Households, because of their income, may not otherwise be in a position to afford to purchase, own, and occupy other similar properties, and to help establish and preserve a supply of moderately priced housing to help meet the needs of the locally employed residents of Summit County.

ARTICLE III OWNERSHIP RESTRICTIONS

Section 3.1. Ownership and Occupancy Obligation. The ownership and occupancy of a Unit is hereby limited exclusively to Eligible Households that include at least one Resident.

Section 3.2. Sale and Resale. In the event that any Unit is sold, resold, transferred and/or conveyed without compliance with this Restriction, such sale, transfer and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported transferee. Except as otherwise provided herein, each and every conveyance of any Unit, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction, including, but not limited to, those provisions governing the sale, transfer or conveyance of the Property.

Section 3.3. Compliance. Any sale, transfer, and/or conveyance of any Unit shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless (i) there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the "Memorandum of Acceptance of Residential Housing Restrictive Covenant and Notice of Lien for Unit _____, of _____, Town of Frisco, Colorado" attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public, and (ii) the instrument of conveyance evidencing such sale, transfer, and/or conveyance, or some other instrument referencing the same, bears the following language followed by the acknowledged signature of either the director or some other authorized representative of the SCHA or by the Mayor of the Town, to wit:

"The conveyance evidenced by or referenced in this instrument has been approved by the Summit County Housing Authority or Town of Frisco as being in compliance with the Residential Housing Restrictive Covenant for Unit _____ of _____, Town of Frisco, Colorado, recorded in the records of Summit County, Colorado, on the _____ day of _____, 200_, at Reception No. _____."

Each sales contract for a Unit shall also (a) recite that the proposed purchaser has read, understands and agrees to be bound by the terms of this Restriction; and (b) require the proposed purchaser to submit such information as may be required by the Town or the SCHA under its rules and regulations or policies adopted for the purpose of ensuring compliance with this Restriction.

ARTICLE IV ORIGINAL SALE OF A UNIT

Section 4.1. Initial Purchase Price. Each Unit, upon completion of construction by the Declarant, shall be sold to initial purchasers who qualify as a Resident and an Eligible Household at a Purchase Price that is affordable to a Household earning _____% of the Area Median Income. For purposes of this section, a Purchase Price is "affordable" as referenced above if a financial institution or group of financial institutions is willing to loan the Purchase Price to a Household earning not more than _____% of the AMI.

ARTICLE V USE RESTRICTIONS

Section 5.1. Occupancy. Except as otherwise provided in this Restriction, each Unit shall, at all times, be occupied as a principal place of residence by an Owner (along with his or her Dependents) who, at the time of purchase of the Unit, qualified as a Resident and Eligible Household. In the event that any such Owner ceases to occupy a Unit as his or her principal place of residence, the Owner of the Unit shall, within 10 days of ceasing such occupation, notify the SCHA of the same and the Unit and shall, within 30 days of the Owner having vacated the Unit, make the Unit available for purchase pursuant to the terms of this Restriction. Any Owner who fails to occupy his or her Unit for a period of 180 consecutive days shall be deemed to have ceased to occupy the Unit as his or her principal place of residence; however, an Owner who has established a Unit as his or her principal place of residence shall not be considered to have ceased occupancy of the Unit during such period of time as the Owner is serving on active duty with the United States Armed Services.

Section 5.2. Rental. Under no circumstances shall any portion of a Unit be leased or rented for any period of time without the prior written approval of the SCHA or the Town. In the event that any Unit, or any portion thereof, is leased or rented without compliance with this Restriction, such rental or lease shall be wholly null and void and shall confer no right or interest whatsoever to or upon the purported tenant or lessee. Any rental approved by the SCHA or the Town shall be to a Resident Eligible Household at such rental rates as shall be established by the SCHA and approved by the Town of Frisco, or as may be established by the Town of Frisco from time to time, but in any event at a monthly rental rate that shall not exceed the monthly payments on a Purchase Price that is affordable pursuant to the terms of Section 4.1 of this Restriction.

ARTICLE VI
RESALE OF UNITS

Section 6.1. Resale. No Unit shall be Transferred subsequent to the original purchase from the Declarant except upon full compliance with the procedures set forth in this Article VI.

Section 6.2. Notice. In the event that an Owner shall desire to Transfer his Unit, or in the event that an Owner shall be required to Transfer his Unit pursuant to the terms of this Restriction, he shall notify the SCHA, or such other person or entity as may be designated by the Town of Frisco, in writing of his intention to Transfer his Unit. The Unit may be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. The Unit shall not, however, be sold, transferred and/or conveyed to any person, entity, or entities, (i) other than a Resident Eligible Household qualified and approved by the SCHA or the Town in such a manner as will allow the SCHA or the Town to execute the approval set forth in Section 3.3 of this Restriction, and (ii) for consideration to be paid by such qualified Resident Eligible Household that exceeds the Maximum Resale Price as such is determined pursuant to the provisions of this Article VI.

Section 6.3. Maximum Resale Price.

1. The Maximum Resale Price of a Unit may not exceed the greater of:
 - a. the Purchase Price paid by the Owner for the Unit, plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Unit to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually; and
 - b. the Purchase Price paid by the Owner for the Unit, plus a percentage increase equal to the percentage increase in the Area Median Income from the date of the Owner's purchase of the Unit to the date of the Owner's execution of the listing contract (prorated at the rate of 1/12 for each whole month), such percentage increase to not be compounded annually.

ARTICLE VII
SENIORITY OF COVENANT AND FORECLOSURE PROCEEDINGS

Section 7.1. This Restriction is senior to any Purchase Money Mortgage for the Property, except that this Restriction is subordinate to any Purchase Money Mortgage for the Property that is funded by the Federal National Mortgage Association. In the event of a foreclosure of a Purchase Money Mortgage by the holder of a first priority deed of trust against the Property (the "first lien holder"), which foreclosure is in accordance with the provisions of Colorado statutes concerning real estate foreclosure proceedings and that results in the first lien holder obtaining either a Public Trustee's Deed or a Sheriff's Deed to the Property, and only in such event, all restrictions, and conditions set forth in this Restriction shall, thereafter, only with respect to their

application to the property described in such Public Trustee's Deed or Sheriff's Deed, be null and void and of no effect. If this Restriction shall become null and void pursuant to this section, the Town shall, upon written request, release this Restriction of record and waive its ability to enforce the provisions of this Restriction with respect to the property described in such Public Trustee's Deed or Sheriff's Deed. The first lien holder shall be the only party entitled to take the Property free of this Restriction.

Section 7.2. Lien. Declarant, each and every Owner, and each and every holder or beneficiary of any Mortgage, Deed of Trust or other lien or security interest upon or in the Property, by having taken title to or becoming the holder or beneficiary of such Mortgage, Deed of Trust or other security interest upon or in the Property, hereby grants and conveys to the SCHA, the Town of Frisco, and for a period of twenty years from the date of the recording of this Restriction, the Declarant, a lien upon and against each and every Unit described in this Restriction, which lien shall be for the purpose of securing for such SCHA, the Town of Frisco, and Declarant cure and redemption rights in the event of a foreclosure of a Purchase Money Mortgage, or any other lien right which is superior hereto, so as to allow the Property to remain and continue as affordable housing as more particularly described in Article II of this Restriction. The lien granted and conveyed by this Section 7.2 shall be superior to all other liens against the property except for the lien for general taxes and the lien arising from any Purchase Money Mortgage granted by the Owner of any Unit.

Section 7.3. Notice. In the event that any holder of a mortgage, deed of trust, or other lien or security interest against a Unit shall initiate foreclosure, collection, or any other enforcement proceedings against such Unit, the Owner shall give notice of such foreclosure, collection or enforcement action to SCHA, the Town of Frisco, and, for a period of 20 years from the date of the recording of this Covenant, Declarant, which notice shall be given in writing via first class mail, postage prepaid, within five days of the date such action is commenced.

Section 7.4. Cure. So long as this Restriction shall remain in effect, upon the initiation of foreclosure, collection, or enforcement proceedings against any Unit or Owner by a holder of a Purchase Money Mortgage, or any lien right which is superior thereto, the SCHA, the Town of Frisco, and for a period of twenty years from the date of the recording of this Restriction, the Declarant, shall have the right to cure the default of an Owner under any Purchase Money Mortgage, or any lien right which is superior thereto, the same as Owner is entitled to cure such default, and any and all sums paid by the SCHA, the Town of Frisco, or Declarant in order to cure the default of the Owner under any such Purchase Money Mortgage, or other lien, together with any costs or expenses incurred in conjunction therewith, and including any costs and expenses incurred with regard to maintaining the Unit, and the cure parties' interest therein, including reasonable attorney's fees and costs, together with interest thereon at the rate being applied to such obligation immediately prior to such cure, or at the rate of twelve percent (12%) per annum, whichever is greater, shall be a lien against the Unit of such Owner superior to all other liens against the property, except for the lien for general taxes and the lien arising from any Purchase Money Mortgage which was in default, and such party which cured such default by Owner shall thereafter be entitled to foreclose such lien against the interest of Owner of the Unit, and all persons having any interest therein, in the same manner, and with all rights attendant thereto, as mortgages may be foreclosed in the State of Colorado.

Section 7.5. Redemption. So long as this Restriction shall remain in effect, the following shall have redemption rights, as otherwise provided under Colorado law, immediately following the redemption rights of the Owner of the Unit, and prior to the redemption rights of any holder of a lien against the Unit which lien is not a Purchase Money Mortgage, in any foreclosure, collection, or enforcement proceeding, in the following order:

- a. Town of Frisco; and only if the Town does not redeem,
- b. SCHAs; and only if the SCHAs do not redeem,
- c. For a period of 20 years from the date of the recording of this Restriction, Declarant, or Declarant's successors or assigns.

Section 7.6. Resale Following Redemption. Except as provided in Section 7.1. of this Restriction, any person or entity that becomes an Owner of a Unit as the result of any foreclosure proceeding, or as the result of any tax sale, shall, unless such Owner would otherwise qualify to purchase the Unit had such Unit been offered for resale pursuant to the provisions of this Restriction, immediately offer the Unit for sale subject to the terms and conditions of Article VI set forth hereinabove.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1. Equal Housing Opportunity. Pursuant to the Fair Housing Act, Declarant, the SCHAs, and the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status or disability in the lease, sale, use or occupancy of the Property.

Section 8.2. Rules, Regulations, and Standards. The SCHAs shall have the authority to promulgate and adopt such rules, regulations and standards as it may deem appropriate, from time to time, for the purpose of carrying out its obligations and responsibilities described herein, all of which rules, regulations and standards, and any amendments thereof, shall be subject to approval of the Town of Frisco.

Section 8.3. Waiver of Exemptions. Every Owner, by taking title to any Unit, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Unit under state or federal law presently existing or hereafter enacted.

Section 8.4. Enforcement. Except as otherwise provided herein, the SCHAs, the Town of Frisco, the Declarant, or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, and reservations imposed by the provisions of this Restriction and shall be entitled to specific enforcement of the same. Failure by any party described in this paragraph to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right by such party or any other party to do so thereafter.

Section 8.5. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or Court order shall in no way affect any other provisions, it being the intent of the Declarant that such invalidated provision be severable.

Section 8.6. Term. The restrictions contained herein shall run with the land and bind the land for a term of 99 years from the date that this covenant is recorded, after which time the terms of this Covenant shall be automatically extended for successive periods of 10 years.

Section 8.7. Amendment. This restriction may be amended only by an instrument recorded in the records of Summit County executed by the Town of Frisco and the then-Owner of the Property.

Section 8.8. Expenses of Enforcement. In the event that any party entitled to enforce the terms of this Restriction shall be required to bring any action as the result of any breach of the terms of this Restriction by any Owner, the party bringing such action shall be entitled to recover from and against the Owner in breach of these Restrictions, in addition to any and all other remedies available at law or in equity, reasonable attorney's fees and costs incurred in the enforcement of these Restrictions and in the bringing of such action, and the party against whom such fees and costs are awarded shall be personally liable for the payment of such fees and costs, and such award and judgment shall constitute a lien against the Unit owned by the party in breach of these Restrictions which lien may be enforced by foreclosure of the defaulting Owner's Unit in the manner for foreclosing a mortgage on real property under the laws of the State of Colorado.

Section 8.9. Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCH A ceases to exist, all reference in this Restriction to SCH A shall, thereafter, mean the Town of Frisco, its successors, assigns, or any other entity designated by the Town of Frisco to administer or enforce the provisions hereof, or to perform the functions of the SCH A as described herein.

Section 8.10. Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Restriction. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

To the Town:

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

MEMORANDUM OF ACCEPTANCE
OF
RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN
FOR UNIT _____, OF _____,
TOWN OF FRISCO, COLORADO

WHEREAS, _____ [Buyer Name] _____, the "Buyer"
is purchasing from _____ [Seller Name] _____, the "Seller," at a
price of \$ _____ [purchase price amount] _____, real property described
as: _____ [Legal Description] _____,
according to the plat recorded under Reception No. _____, in the real
property records of the County of Summit, Colorado (the "Unit"); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale transaction,
that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that
certain instrument entitled "Residential Housing Restrictive Covenant and Notice of Lien for
Unit _____, of _____, Town of Frisco, Colorado", recorded on
_____, 200__, under Reception No. _____, in the real property records of the
County of Summit, Colorado (the "Restrictive Covenant").

NOW, THEREFORE, as an inducement to the Seller to sell the Unit, the Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive Covenant, has had the opportunity to consult with legal and financial counsel concerning the Restrictive Covenant and fully understands the terms, conditions, provisions, and restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer, pursuant to Section 8.10 of the Restrictive Covenant, should be sent to:

3. Directs that this memorandum be placed of record in the real estate records of the County of Summit, Colorado and a copy provided to the SCHA (as defined in the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

By: _____

Printed Name: _____

STATE OF)
) ss.
COUNTY OF)

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

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT B

AFFORDABLE HOUSING - A dwelling unit that is permanently restricted by deed or covenant for sale or rent, at or below median housing income rates established from time to time by the Summit Housing Authority or the Town, to full-time employees working within Summit County who meet household income and other criteria established from time to time by the Summit Housing Authority or the Town. For the purposes of this definition, a full-time employee shall mean a person who is employed an average of at least 30 hours per week (determined on an annual basis as to annual employees, and on a seasonal basis as to seasonal employees). The terms of the deed restriction or covenant governing such dwelling unit must be acceptable to the Town in its sole discretion for this definition to apply. [Added 4-14-98, Ord. 98-7; 5-16-00, Ord. 00-09]