

**TOWN OF CRESTED BUTTE**  
**AFFORDABLE HOUSING GUIDELINES**

Adopted November 18, 2024

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## 1. PURPOSE

The Town of Crested Butte is deeply invested in helping to create a resilient, connected community. One of the seven goals identified in the Community Compass, the Town's Comprehensive Plan, is to ***Enable people who live and work here to thrive.***

*“Our community – ranging from Crested Butte’s youth to its aging population – needs attainable and secure housing, a vibrant local business scene, and affordable essential goods and services, such as childcare, to not only live here, but to thrive and build a future.”*

- *The Crested Butte Community Compass*

## 2. APPLICABILITY

These Guidelines establish standards and procedures for the Town's Affordable housing programs. They shall be applied to all new affordable housing development that is permitted and/or approved after the date of their initial adoption and to all existing units that reference the Town's Affordable Housing Guidelines as amended. These Affordable Housing Guidelines supersede and replace all prior versions. If a discrepancy exists between these Guidelines and a recorded Deed Restriction, the recorded Deed Restriction shall prevail.

Additionally, these Guidelines provide direction for qualification, compliance, variance, appeal, and grievance processes for units governed by Restrictive Covenant Agreements **which include occupancy and/or purchase restrictions**, including but not limited to Accessory Dwelling Units and residential units in mixed use buildings; however, definitions and local employment requirements can be found in the Crested Butte Municipal Code, Section 16-1-20, as amended.

Sale or rental of a housing unit subject to the Guidelines will be administered in accordance with the Guidelines in effect at the time of sale or rental.

- (a) Owners and tenants are subject to the Guidelines that are in effect as amended over the course of their ownership or lease term.
- (b) At the sale or transfer of interest of a Buyer-Qualified Affordable Housing unit, the new owner is required to enter into the Town's current form of Deed Restriction. See Section 18.1.
- (c) Owners of appreciation capped units that use the capital improvement policy are required to enter into the Town's current form of Deed Restriction. See Section 22
- (d) The Town requires the execution and recording of a new Acknowledgement of Deed Restriction with updated terms at the time of any sale or the transfer of the interest of

an affordable housing unit for all Buyer-Qualified Affordable Housing units, as defined herein.

- (e) Maximum Allowable Resale Prices shall always be determined by the Deed Restriction for a housing unit.

There are circumstances that may not fit clearly within the specific provisions of the Guidelines but still meet affordable housing program goals. For these cases, the variance request process is set forth in Section 27.

These Guidelines do not apply to projects subsidized by Low Income Housing Tax Credits, such and Anthracite Place Apartments and Mineral Point. These properties are governed by regulations under the United States Department of the Treasury.

The Town assigns the qualification and compliance monitoring of affordable housing units to the Gunnison Valley Regional Housing Authority (GVRHA) and shall retain enforcement of decisions rendered by GVRHA. To provide GVRHA clarification of the intent of the provisions of these Guidelines, policy statements may be adopted by resolution of the Town of Crested Butte Town Council at a properly noticed public meeting. Additionally, these Guidelines shall be reviewed and amended annually by the Crested Butte Town Council. Amendments also can be made between publication dates.

These Guidelines have binding effect on all individuals and courts and run with a housing unit in perpetuity in accordance with the recorded Deed Restriction. In addition to any remedy provided by law for enforcement of the Deed Restriction and these Guidelines, the GVRHA Board of Directors is authorized to establish fees for service as well as penalty fees for violations. Penalty fees for violations may not exceed the general penalty parameters of the Town of Crested Butte Municipal Code Section 1-4-20, as amended.

### **3. AFFORDABLE HOUSING TYPES**

Affordable rental and ownership units are located throughout the Town of Crested Butte, including affordable housing units in all-affordable housing properties, and/or as designated affordable housing units in otherwise market rate developments. Some of the affordable housing units require qualification to purchase, known as Buyer-Qualified Affordable Housing. Other units require qualification for the tenant or confirmation of owner occupancy and are referred to as Occupant-Qualified Affordable Housing.

### **4. INCOME AND ASSET CAPS**

Qualification for affordable housing units with income caps is determined according to applicant household size and the maximum income and net assets allowed under the applicable income limit. Asset verification tests an applicant's need to purchase or rent a Deed Restricted unit. The test is intended to provide an equity-based solution to limit competition for scarce affordable housing units, and help ensure that higher assets, lower income applicants who might otherwise be able to access market rate housing are not eligible.

Income levels are defined in Table 1 below and are updated annually. Maximum income limits, referred to as Area Median Incomes (AMIs), are derived from annual data provided by the U.S. Department of Housing and Urban Development (HUD) for Gunnison County and are listed in Table 1. 100% AMI refers to the median income for Gunnison County households as averaged over five years of data from the American Community Survey. Households with incomes that are 20% more than the median are 120% AMI. Households with incomes that are 20% below the median are 80% AMI. AMIs also account for household size. The income limit for a two-person household at 60% AMI will be higher than the income limit for a single person household at 60% AMI.

Table 1. 2024 Gunnison County Income Limits (Area Mean Incomes --AMIs) as issued by the Department of Housing and Urban Development (HUD)

AMI	Household Size					
	1	2	3	4	5	6
30%	\$21,650	\$24,750	\$27,850	\$31,200	\$36,580	\$41,960
40%	\$24,750	\$32,960	\$37,080	\$41,200	\$44,520	\$47,800
50%	\$36,050	\$41,200	\$46,350	\$51,500	\$55,650	\$59,750
60%	\$43,260	\$49,440	\$55,620	\$61,800	\$66,780	\$71,700
70%	\$50,470	\$57,680	\$64,890	\$72,100	\$77,910	\$83,650
80%	\$57,700	\$65,950	\$74,200	\$82,400	\$89,000	\$95,600
90%	\$64,890	\$74,160	\$83,430	\$92,700	\$100,170	\$107,550
100%	\$72,100	\$82,400	\$92,700	\$103,000	\$111,300	\$119,500
110%	\$79,310	\$90,640	\$101,970	\$113,300	\$122,430	\$131,450
120%	\$86,520	\$98,880	\$111,240	\$123,600	\$133,560	\$143,400
130%	\$93,730	\$107,120	\$120,510	\$133,900	\$144,690	\$155,350
140%	\$100,940	\$115,360	\$129,780	\$144,200	\$155,820	\$167,300
150%	\$108,150	\$123,600	\$139,050	\$154,500	\$166,950	\$179,250
160%	\$115,360	\$131,840	\$148,320	\$164,800	\$178,080	\$191,200
170%	\$122,570	\$140,080	\$157,590	\$175,100	\$189,210	\$203,150
180%	\$129,780	\$148,320	\$166,860	\$185,400	\$200,340	\$215,100
190%	\$136,990	\$156,560	\$176,130	\$195,700	\$211,470	\$227,050
200%	\$144,200	\$164,800	\$185,400	\$206,000	\$222,600	\$239,000

## 5. AFFORDABILITY ASSUMPTIONS

### 5.1. Affordable Purchase Price

For purposes of these Guidelines, the purchase price is considered “affordable” if the monthly housing payment, inclusive of principal and interest on any loan, taxes, insurance, utilities and homeowners’ association dues, assessments, and common area charges, are equal to or less than 30% of the household’s gross income at the income level established in the Deed Restriction.

The calculation of initial affordable prices for homeownership units shall assume a 30-year, fixed rate mortgage with a downpayment of 10% and current interest rates per Freddie Mac plus a 0.5% cushion.

**5.2. Affordable Rental Rates**

Specific rental rate provisions may vary by project. Individual Deed Restrictions may limit the maximum rental rate to HUD Fair Market Rent, a certain percentage above HUD Fair Market Rent, or another methodology approved by the Town. For purposes of this section, affordable rental rates shall include the cost of utilities and all charges passed onto the tenant that are not optional. Maximum rental rates under the current issued HUD Income Limits are presented in Table 2.

Table 2. 2024 Affordable Monthly Rents by AMI including Utilities

AMI	Unit Size per Bedrooms		
	Studio & 1	2	3
30%	\$541.25	\$618.75	\$696.25
40%	\$618.75	\$824.00	\$927.00
50%	\$901.25	\$1,030.00	\$1,158.75
60%	\$1,081.50	\$1,236.00	\$1,390.50
70%	\$1,261.75	\$1,442.00	\$1,622.25
80%	\$1,442.50	\$1,648.75	\$1,855.00
90%	\$1,622.25	\$1,854.00	\$2,085.75
100%	\$1,802.50	\$2,060.00	\$2,317.50
110%	\$1,982.75	\$2,266.00	\$2,549.25
120%	\$2,163.00	\$2,472.00	\$2,781.00
130%	\$2,343.25	\$2,678.00	\$3,012.75
140%	\$2,523.50	\$2,884.00	\$3,244.50

**5.3. Occupancy Assumptions in Determining Initial Prices and Affordable Rents**

Income limits are further defined by Household size. Initial sales prices shall be based on the unit size, assuming one person per bedroom. For the purpose of establishing affordable rental rates, the number of bedrooms of the rental unit determines the Household size. For example, a two-bedroom unit shall be priced to be affordable based on the HUD income for a two-person household at the applicable AMI.

**6. FRAUD WARNING**

Signatures on documents submitted to the Town and GVRHA constitute certification that all information is true and accurate. If any such information is determined to be false or non-verifiable, such person may be disqualified and referred to law enforcement for investigation and/or prosecution.

Disqualified persons may be denied future participation in the affordable housing program. Mortgage fraud may be referred to the Federal Bureau of Investigations.

**7. NON-DISCRIMINATION STATEMENT**

The Town of Crested Butte does not discriminate against anyone due to race, color, creed, religion, ancestry, national origin, sex, age, marital status, disability, affectional or sexual



orientation, family responsibility or political affiliation resulting in the unequal treatment or separation of any person, nor shall they deny, prevent, limit, or otherwise adversely affect the benefit of enjoyment by any person of employment, ownership, occupancy of real property or public service or accommodations.

## **8. REASONABLE ACCOMMODATION STATEMENT**

The Town of Crested Butte provides reasonable accommodation and encourages all applicants and interested parties to reach out to GVRHA to initiate a discussion to ensure that the Town's housing programs are inclusive and responsive to the community's needs.

## **9. ELIGIBILITY**

Eligible applicants for Buyer-Qualified Affordable Housing must:

- (a) be an employee of a Local Business as defined herein who lives in Gunnison County and works a minimum of 1,500 hours per calendar year; an employee of a Local Business who worked 1,500 hours per calendar year for the four years immediately prior to their retirement; or students attending a post high school educational program which results in a certification, degree, or license from an institution with a physical presence in Gunnison County, except for occupants of Accessory Dwelling Units that were permitted after May 15, 2023, the minimum work requirement is 1,200 hours per calendar year or 100 hours per month.
- (b) occupy the affordable housing unit as their primary residence;
- (c) live in the unit for a minimum of nine out of any 12 consecutive months; and
- (d) not own developed residential property in Gunnison County.

Eligible applicants for Occupant Qualified Affordable Housing must meet the requirements as put forth by the applicable Deed Restriction or as defined by the Town of Crested Butte Municipal Code, Section 16-4-1-20, as amended. Qualification, compliance, and enforcement processes are defined herein.

Applicants for affordable housing must submit applications and documents that are required for GVRHA to verify employment and work history, income, assets, household size, and such other information as deemed necessary to qualify as a buyer or tenant. Approval must be obtained prior to signing a lease, occupying a unit, or submitting a bid on a Buyer-Qualified Affordable Housing unit.

Applicants who do not meet the current qualification requirements may submit a variance request. See section 27.

## **10. QUALIFICATION**

Persons desiring to qualify to purchase an existing Buyer-Qualified Affordable Housing unit or to rent an Occupant-Qualified Affordable Housing unit must first submit a qualification application. The

approved application shall remain valid for one year from the date of approval with updated tax information required after April 15<sup>th</sup>.

- (a) All persons who intend to occupy the unit, regardless of marital or legal status, shall be included in the application.
- (b) An individual can only be a member of one household application at a time.
- (c) The incomes of both married persons are considered in the application, regardless of whether they both plan to live at the property.
- (d) Married couples may only submit one joint bid for a unit; they may not submit separate bids.
- (e) Once a person applies, the priority status identified in the initial application shall apply to any subsequent application for other units for one year from the date of the initial application unless a variance is granted for a change of status. See Section 27.

### **10.1. Income and Local Workforce Verification**

Income and local workforce verification refers to the confirmation of the annual Household income of a prospective purchaser or tenant and proof of local employment.

10.1.1. Income verification shall be done at the time of qualifications for initial purchase of the unit and at every subsequent sale or transfer of interest of a Buyer-Qualified Affordable Housing unit as applicable per the Deed Restriction.

10.1.2. Income testing for Occupant-Qualified rental units shall occur for qualification prior to taking occupancy.

10.1.3. For ongoing compliance, the local workforce verification is undertaken at application as well as over the course of ownership and occupancy.

Household income shall be calculated by using GVRHA's published process for all prospective buyers and tenants of affordable housing units that include income restrictions. These Guidelines use gross income from each Household member's tax returns. For Households with more than one tax return filer, the gross income for each applicant over 21 years of age will be added together to determine the Household's income.

To determine if an individual or a household meets the applicable criteria, applicants must provide the necessary documentation.

Rental applicants shall submit the required tax documents for the most recent year.

Ownership applicants shall submit the required tax documents for the past two years.

All applicants must submit documents sufficient to prove local employment to GVRHA's satisfaction, including but not limited to copies of paystubs, W2s, employment confirmation letters from employers, and offer letters.

**10.2. Retired or Disabled Applicants**

Except for Employer-Owned Affordable Housing units, an individual who was a Full-Time Employee as defined herein or Local Business owner as defined herein, for a minimum of 4 years immediately prior to disability or Retirement Age shall be eligible to rent and/or own affordable housing provided that they do not own other improved residential real estate in Gunnison County and occupy the unit at least nine of any consecutive 12 months.

**10.3. Asset Verification**

Asset verification refers to the confirmation of economic resources that contribute to a household’s net worth. The term asset refers to liquid asserts, such as cash in savings, checking, or other forms of bank accounts; and stocks, bonds, or other instruments that can readily be converted to cash, as well as real property.

Applicants shall submit current personal and/or business financial statements and records for all household members that are 21 years of age and over, such that GVHRA can accurately determine if the household qualifies.

Tax advantaged retirement accounts shall be valued at 75% of face value in the asset calculation.

Real property will be valued at the most recent Total Actual Value as provided by the applicable assessor’s office to determine the value of real estate holdings, less offsets by encumbrances, regardless of percent of ownership interest.

The value of distributions of irrevocable trusts shall be included in the income and asset calculations.

Assets that have been assigned, conveyed, transferred, or otherwise disposed of within the previous two years for consideration below fair market value shall, for qualification purposes, be valued at fair market value. Fair market value shall be established by a certified appraiser approved by the Town at the expense of the applicant.

**10.4. Maximum Allowed Net Assets**

Net assets limits after purchase shall be calculated as follows:

<b>Averaged Age of Applicants over 21</b>	<b>Household AMI Multiplier</b>
Under 30 Years	1.5
Over 30 Years and Less than 40 Years	3
Over 40 Years and Less than 50 Years	4
Over 50 Years	5

See Appendix A for calculated net asset limits.

### **10.5. Income Calculation**

In determining gross annual income of an applicant for Buyer-Qualified Affordable Housing units, GVRHA will average two years of income as reported through verifiable documentation and project the current year. In determining gross annual income for Occupant-Qualified Affordable Housing, GVRHA will average one year of income as reported through verifiable documentation and project the current year.

### **10.6. Verification of Household Size**

The total number of persons in a household are counted in the application process to confirm whether the household is within designated income limits as well as to determine priority for the lottery, if applicable.

Proof of legal dependency and custody of Dependents may be required. A Dependent subject to a custody order must live in the household for a minimum of 100 days per year as demonstrated by court documents or a notarized custody affidavit to qualify the Dependent as a member of the household.

If at the time of application, a household is expecting the birth or adoption of a child, the incoming child may be counted as a member of the household upon GVRHA's receipt of confirmation of the pending birth or adoption.

### **10.7. Prohibition on Owning Other Improved Residential Property in Gunnison County**

To qualify and to remain qualified as a tenant or owner, a person may not own any interest in developed residential real estate or a manufactured home (land and/or home), including any such interest held personally, as a shareholder or member of a corporation, or as a partner, a joint venture, or a beneficiary of a trust located in Gunnison County.

The ownership of any property owned by a qualifying buyer shall be considered in determining Net Assets and household income.

## **11. HOME BUYER EDUCATION REQUIREMENTS**

First time home buyers are required to take a certified home buyer education course through the Colorado Housing and Finance Authority. For more information, visit [www.colohfa.org/homownership/homebuyer-education](http://www.colohfa.org/homownership/homebuyer-education).

## **12. EMPLOYER OWNED AFFORDABLE HOUSING**

As permitted under these Guidelines and in accordance with applicable Deed Restrictions, Local Employers may purchase Deed Restricted units to house their employees.

The Employee Occupant shall meet the eligibility requirements for affordable housing, as outlined in Section 9. Employee Occupants and Employer Owners must follow compliance requirements as outlined in Section 22.

The purpose of allowing Local Employers to purchase affordable housing units is to support functional operations of governmental and quasi-governmental entities and Local Businesses. As such, Employee Occupants who have retired and no longer meet the minimum work requirements are not eligible for Employer Owned Affordable Housing.

**12.1. Employer Owned Affordable Housing Units with Income Restrictions**

If the Deed Restriction on the affordable housing unit includes income restrictions, the rents charged by the Employer Owner shall not exceed the maximum allowable rents for the applicable income limit as defined in Section 5.2.

**12.2. Allowance for Master Leasing**

Governmental and quasi-governmental entities may master lease to operating entities.

**13. LOTTERY TICKET ALLOCATION AND PROCESS**

**13.1. Ticket Allocation**

The allocation of lottery tickets for Buyer-Qualified Affordable Housing units prioritizes longevity in the workforce and matches up larger households with larger units.

Additionally, to provide incentive for owners of larger units to downsize, thereby making the larger units available to larger households, they are given the first priority in all lotteries. If multiple owners express interest in downsizing for an available, smaller unit, a lottery will be held.

**13.2. Longevity in the Workforce**

Lottery tickets are awarded based on longevity of cumulative work history in Gunnison County. Tickets are awarded to one person per applicant household.

More than 20 years of cumulative employment	11 tickets
More than 16 less than 20	9 tickets
More than 12 less than 16	7 tickets
More than 8 less than 12	5 tickets
More than 4 less than 8	3 tickets
4 years or less	1 ticket

**13.3. Lottery Priority Categories**

One drawing will be held for studio, one-, and two-bedroom units, with no priority categories given to household size.

Units with three or more bedrooms are prioritized for larger households by employing a tiered lottery as outlined below:

- (a) First Tier: A household composed of three people including at least one qualified resident.
- (b) Second Tier: A household composed of two people including at least one qualified resident.
- (c) Third Tier: A household composed of one qualified resident.

After prioritization, names of applicants of equal priority status shall be placed in a lottery.

#### **13.4. Lottery Process**

- (a) The lottery shall be held on the date specified in the advertisement.
- (b) All qualified applicant households are entered into the lottery based on priority categories as applicable.
- (c) The list of applicant households and allocated lottery entries will be emailed to applicants and posted at Town Hall one week before the scheduled lottery.
- (d) **OBJECTION DEADLINE:** A lottery participant may file an objection by noon Mountain Time five business days following the announcement of lottery participants and their priority standing. Objections are addressed prior to the lottery, with a revised applicant list posted on GVRHA's website and emailed to applicants.
- (e) The names of applicant households shall be printed out and verified prior to the lottery to ensure that no applicants have been excluded. The applicant names are verified against the list and the number of entries per household confirmed.
- (f) At the lottery, a winner and alternates will be chosen.
- (g) **OBJECTION DEADLINE:** A lottery participant may file an objection by noon Mountain Time five business days following the lottery. If GVRHA finds the objection to be valid, the lottery is run again.
- (h) If there are no objections, the lottery is certified. Lottery results will be sent to participants and are available upon request.
- (i) GVRHA shall notify the lottery winner that they have the first right to negotiate a purchase contract with the seller.

### **14. SALE OF AN AFFORDABLE HOUSING UNIT**

#### **14.1. Listing and Sales Process**

- 14.1.1. Owners of Buyer-Qualified Affordable Housing must submit an Intent to Sell form to GVHRA to initiate the sales process. Upon receipt of the Intent to Sell form and payment of fees, if applicable, GVHRA will work with the seller to establish the sales process as defined by the applicable Deed Restriction and

these Guidelines and provide the seller with the Minimum Standards Required to Achieve the Maximum Allowable Resale Price. The Minimum Standards will be used by the certified home inspector to confirm the condition of the unit.

- 14.1.2. If applicable, the Town will order a title commitment at the Town's expense to confirm the Deed Restriction.
- 14.1.3. The Town shall prepare all documents associated with the Deed Restriction and shall review all documents related to the sale of the unit.
- 14.1.4. The seller shall schedule and pay for an inspection with a certified home inspector. 50% of the cost for the inspection will be reimbursed to the seller by the buyer at closing, see Section 14.2.
- 14.1.5. The seller will provide a copy of the inspection report to GVRHA and the Town. Within one week of receipt of the report, the Town will calculate the maximum allowable sales price that accounts for inspection findings.
- 14.1.6. GVRHA shall announce the unit's availability on GVRHA's website and via the homeownership interest list.
- 14.1.7. Upon listing, there shall be a three-week application period during which interested households can apply to GVRHA to be qualified to purchase the unit.
- 14.1.8. During the application period, there will be one open house date for showing.
- 14.1.9. Prior to submitting a bid on an affordable housing unit, applicants must provide:
  - (a) Loan Prequalification from a lender;
  - (b) Qualification Certificate from GVRHA that confirms eligibility for the unit; and
  - (c) If the applicant is a first-time home buyer, a certificate confirming completion of a certified homebuyer education class from the Colorado Housing and Finance Authority. For more information, visit [www.colohfa.org/homownership/homebuyer-education](http://www.colohfa.org/homownership/homebuyer-education)
- 14.1.10. If more than one application is received during the qualification period, applicants are prioritized according to Section 13. If more than one bid is in top priority status, a lottery is held.
- 14.1.11. Buyers and sellers of affordable housing units are advised to consult legal counsel regarding examination of all contracts, agreements, and title documents. The retention of any professional services shall be at the buyer's or seller's own expense.

14.1.12. Buyers of affordable housing units are required to sign an Acknowledgment of Deed Restriction and cause it to be recorded at closing. If an Acknowledgment of Deed Restriction is not signed and recorded at closing, the sale is void.

**14.2. Negotiating the Purchase and Sales Contract of Lottery Units**

The seller and lottery winner have three business days from the date that the lottery results are certified to engage in good-faith negotiations and reach an agreement regarding terms, including but not limited to the closing date and financing contingencies. If the lottery winner and seller do not sign a purchase contract within the negotiation period, the second-place winner is notified and they begin a three-day negotiation period, and so on, until the unit is under contract for purchase. If the seller rejects all bids, the unit shall be placed back on the market for new bids or withdrawn the unit from the market. Regardless of the outcome, the seller shall be subject to GVRHA fees as applicable.

To ensure that affordable housing units remain affordable to subsequent buyers, the following contract terms are non-negotiable:

- (a) The owner shall not accept any other consideration or compensation that would cause an increase in the purchase price above the Maximum Allowable Resale Price to induce the owner to sell.
- (b) Inspections cannot be waived.
- (c) Buyers of affordable housing units may finance closing costs.
- (d) Closing costs will be divided between the seller and buyer as follows:

<b>Seller's Costs</b>	<b>Buyer's Costs</b>
50% of the Crested Butte "Land Transfer Excise Tax"	50% of the Crested Butte "Land Transfer Excise Tax"
50% of the Title Company's Closing/Settlement fees	50% of the Title Company's Closing/Settlement fees
50% of the inspection cost	50% of the inspection cost
All real property taxes prorated to the date of closing based upon taxes for the calendar year immediately preceding closing or the most recent mill levy and most recent assessment	Survey or Improvement Location Certificate, if applicable
Prorated water and sewer monthly use fees to the date of closing	Recording fees
All other outstanding fees and assessments, such as homeowners' association dues, prorated to the date of closing	Certificate of taxes due
Owner's title insurance	100% of loan fees
Town/GVRHA Sales and Administration Fees	Lender title insurance



**15. ALLOWED OWNERSHIP STRUCTURES FOR BUYER-QUALIFIED AFFORDABLE HOUSING UNITS**

Qualified Residents who own Buyer-Qualified Affordable Housing units must hold them in their name as a natural person; they may not be held by a trust or in any other ownership structure. Employer Owners may hold title either as a natural person or in a Limited Liability Company. Governmental and quasi-governmental employer owners may hold title in the name of the operating entity.

**16. NON-LOTTERY TRANSFERS**

**16.1. Beneficiary or Transfer-on-Death Deed Transfers**

Owners of Buyer-Qualified Affordable Housing units may designate a beneficiary to whom the property can be transferred upon the owner’s death. The receiving party has six months from the date of the owner’s death to become qualified under the applicable Deed Restriction and these Guidelines or the unit must be sold in accordance with the Deed Restriction.

**16.2. In-Title and Shared Ownership Transfers**

Units that are subject to sale via lottery may be transferred among the owners on title if the remaining owner(s) continues to be compliant with the requirements of the Deed Restriction and these Guidelines.

**16.3. Transfers of Interest within LLC Ownership**

Transfer of ownership via purchase and sale of membership interests in Limited Liability Companies (LLCs) that own Buyer-Qualified Affordable Housing units is prohibited. These transfers present compliance and foreclosure risk that is inappropriate in the administration of Deed Restricted affordable housing. Buyer-Qualified Affordable Housing units owned by Employer Owners that are held in an LLC are subject to specific compliance requirements that are outlined in Section 23.5.

**17. CO-OWNERSHIP**

Any co-ownership interest other than Joint Tenancy or Tenancy-In-Common must be approved by GVRHA.

**18. CO-SIGNERS**

Co-signers, persons providing security or assuming partial responsibility for the loan, may be approved for ownership of an affordable housing unit but shall not occupy the unit unless qualified by GVRHA. An additional document will be required for the non-qualifying co-signer to sign at closing and to document that the non-qualified co-signer may not occupy the unit as the qualified buyer/owner. If title to a unit transfers solely to a non-qualified co-signer,

either the co-signer becomes a Qualified Resident, or the unit must be sold in accordance with the Deed Restriction.

## **19. ADMINISTRATIVE CONSIDERATIONS**

### **19.1. Requirement to Update to the Current Form of Deed Restriction**

At the sale or transfer of interest in a Buyer-Qualified Affordable Housing unit, the new owner shall be qualified under the existing Deed Restriction and shall enter into the Town's current form of Deed Restriction at closing, referencing the Town's Affordable Housing Guidelines, as amended. The purpose of this change is to improve program administration and to engage current best practices for qualification, compliance, variance, and grievance process. If the affordable housing unit also includes an appreciation cap, the new form of deed restriction shall require that subsequent sales are subject to a lottery.

The new form of Deed Restriction will maintain the material elements of the existing Deed Restriction but will reference the Guidelines as amended for process and policy. Material elements may include, but are not limited to the following:

- (a) Income and asset limits.
- (b) Appreciation caps.
- (c) Priority offer windows for Town employees.

### **19.2. Refinance Restriction**

An owner of an appreciation capped unit shall not encumber the unit with debt, exclusive of interest, in any form that exceeds 97% of the Maximum Allowable Resale Price as determined in accordance with the Deed Restriction.

### **19.3. Insurance Requirements**

Deed Restricted housing is built with public subsidies to make the unit affordable, which means that the cost to build the home is likely higher than the sales price. Owners of deed restricted housing must obtain coverage equal to the replacement cost, not the sales price of the unit.

### **19.4. Party Wall Agreement**

All newly developed properties with shared party walls and no homeowner's association must include a Party Wall Agreement, signed by the owners, and recorded prior to issuance of Temporary Certificates of Occupancy.

## **20. HOMEOWNERS' ASSOCIATIONS**

Under Colorado law, a Homeowners' Association (HOA) incorporated as a not-for-profit business may govern, manage, and maintain common-interest communities such as condominium complexes and subdivisions.

Buyers are advised to review HOA articles of incorporation, by-laws, declarations, rules, regulations, and resolutions, including capital reserve policies, and Deed Restrictions specific to the property, and these Guidelines, to fully understand the responsibilities of ownership in advance of purchases.

#### **20.1. Dues and Assessments**

HOAs are authorized to collect dues and assessments from their members. Dues generally cover regular operating expenses and are usually payable monthly or quarterly. Special assessments may be levied by the HOA to cover capital repairs or improvements to common elements of the property or for other purposes. Most Deed Restrictions require that owners make timely payment of regular and special assessments duly imposed by the HOA. Should an HOA be unable to collect dues from a deed restricted owner after due diligence as stated in their collection policy, the HOA shall provide evidence to GVRHA and GVRHA shall send a Notice of Violation requiring the owner to list the home for sale as stated in the Deed Restriction. At the time of the Notice of Violation, appreciation will cease for the owner. If the owner becomes current, the HOA shall contact GVRHA to confirm that they are in compliance, and the owner's appreciation will resume.

#### **20.2. Capital Reserves**

Every HOA is required to adopt a capital reserve policy for long term capital repairs. All newly formed HOAs must also maintain a separate reserve fund to support the policy.

#### **20.3. Affordable Housing Rendered Unaffordable**

The Town may in its discretion determine that a Buyer-Qualified Deed Affordable Housing unit located in a condominium or subdivision that also includes free market units has become unaffordable as a result of general or special HOA assessments.

The Town may purchase an affordable unit that has been rendered unaffordable. In that event, the Town may at its discretion release the applicable Deed Restrictions and sell such property at market value. Town shall be reimbursed from the sale plus transaction fees from sale proceeds. The balance of the proceeds shall be deposited in the Town Affordable Housing Fund to support the housing program. Any HOA assessment paid by the Town shall also be reimbursed from sale proceeds.

#### **20.4. Roommates**

Owners residing in two- or three-bedroom units may rent a bedroom(s) under a lease of not less than six months.

### **21. MINIMUM STANDARDS TO ACHIEVE MAXIMUM RESALE PRICE**

In order to achieve the Maximum Allowable Resale Price, sellers of affordable housing units that include appreciation caps must meet or exceed the minimum standards described below.

The unit shall be thoroughly cleaned. All life safety concerns shall be remedied prior to closing. Within reason, the seller may escrow 150% of the costs for repair and/or replacement to

fund the buyer's facilitation of inspection items after closing. Excess funds after completion of the repairs and/or replacements shall be returned to the seller.

### **21.1. Flooring**

- Carpets steam-cleaned prior to closing.
- Burn marks, tears, or gouges to flooring repaired.
- Normal wear and tear on carpet is permissible. If the carpet has holes, unremovable stains, etc., the carpet and padding shall be replaced by the seller or funds placed in escrow equal to the current market value per square foot for a comparable product at the time of closing to be used by the buyer to make the replacement or repairs.

### **21.2. Windows and Window Coverings**

- If a window is broken, including the locking mechanism, the window must be repaired or replaced.
- If window seals are broken, the window must be replaced.
- Screens placed in windows with no holes or tears if screens were originally provided.
- Window coverings cleaned and in good working order with no broken slats or holes.
- Window cleaned.

### **21.3. Doors**

- Doors in working order with no holes or gaps.
- Hardware and locks functional.
- Keys and/or access codes provided to the buyer at closing.

### **21.4. Building Systems**

- Mechanical systems in working order.
- Plumbing in working order with no leaks.
- Light fixtures and ceiling fans cleaned and in working order.
- Roof in good working order with no leaks.
- Exterior surface painted within the last five years, not peeling or sun damaged.

### **21.5. Appliances**

- Appliances, including refrigerators, ranges, dishwashers, built-in microwaves, exhaust hoods, etc. cleaned inside and out and in good working order.
- Freezers defrosted and coils cleaned.

### **21.6. Cabinets and Counter Tops**

- Exterior and interior surfaces of cabinets and drawers cleaned.
- Countertops cleaned. If there are chips larger than a dime, counter tops must be replaced.

### **21.7. Closets and Storage**

- Closets, including floors, walls, hanger rod, shelves, and doors clean and functional.
- Storage/utility rooms shall be empty of seller's belongings, broom cleaned, free from odors and removable stains addressed.

### **21.8. Walls, Ceilings, Painted Doors, and Baseboards**

- Painted surfaces cleaned and paint ready.
- Holes patched; nails, tacks, tape, etc., removed; and walls clean and ready for the buyer to paint.
- If wallpaper has been installed and is in good condition, the wallpaper can remain. If the wallpaper is peeling off, the wallpaper must be removed, and walls made paint ready.

## **22. CAPITAL IMPROVEMENT POLICY**

The Town does not wish to discourage an owner from making Qualified Capital Improvements to appreciation capped unit; however, it has a strong interest in maintaining these units' long-term affordability and therefore cannot allow owners to recover costs for unnecessary or personal-choice driven improvements. In determining whether an improvement is a Qualified Capital Improvement, staff shall consider:

- (a) Whether the improvement is necessary to extend the life of the unit or to preserve the health and safety of occupants;
- (b) Whether the improvement shows a high degree of customization or personal preference or if the improvement is sufficiently standard or neutral to be acceptable or beneficial to a subsequent purchaser.

An owner wishing to utilize this capital improvement policy will be required to enter into the Town's current form of Deed Restriction at the time of the request.

## 22.1. Qualified Capital Improvements

The owner of a deed restricted unit with appreciation caps may add to the Maximum Allowable Resale Price the cost of certain permitted, Qualified Capital Improvements (“QCIs”). The specific QCIs that are permitted by the Town are outlined in Section 21.4.

Approved QCIs are allowed in an amount not to exceed 10% of the initial purchase price of the home (the “QCI cap”). For each consecutive ten-year period of ownership thereafter, the 10% QCI cap is reset based on the Town’s calculation of the Maximum Allowable Sales Price after ten years of continual ownership. With few exclusions, QCIs are depreciated in accordance with the Marshall and Swift depreciation schedule.

To support the Town’s Climate Action Plan and encourage improvements related to life safety and accessibility, certain improvements in these categories are not subject to the 10% QCI cap. If an owner installs above-code energy efficiency improvements (i.e. high efficiency appliances, energy efficient windows, plumbing fixtures, etc.), the cost difference between the code compliant alternative and the above code alternative will not count toward the QCI cap. Other improvements exempted from the 10% QCI cap are identified in Section 22.4. with an asterisk.

For an owner to request that a QCI be added to the Maximum Allowable Resale Price, they must comply with the following:

- (a) Obtain Town approval prior to making an improvement and incurring expenses for a proposed QCI.
- (b) Obtain Board of Zoning and Architectural Review approval and/or building permits, if applicable, as well as homeowners’ association approval if required. Any fees associated with a building permit or property association approval will not be included as a QCI.
- (c) Upon completion of the work, the owner will provide the following:
  - (i) Legible copies of receipts and invoices including proof of payment to third parties.
  - (ii) If an owner installs above-code energy efficient improvements, the owner must present documentation to prove the costs above the code compliant alternative.
- (d) If the owner performs the work, the value of that contribution is capped at 15% of the hard costs as determined by the Town.

## 22.2. Administration of QCIs

- (a) Town of Crested Butte plan review and building permit fees are waived for units that have income restrictions.
- (b) The value of the QCI, with appropriate depreciation calculated per the Marshall and Swift Guide, will be added to the appreciated value of the unit at the time of sale. **No appreciation is allowed on QCIs, with exceptions noted in Section 21.4.**

- (c) If an owner pays cash for improvements, the owner must provide third-party documentation of payment. An owner must have an invoice for improvements, but if no such documentation of cash payment can be produced, the Town may inspect the improvement completed in the unit and up to 75% of the documented invoice value may be included after an inspection, subject to depreciation, at the Town's sole discretion.
- (d) Other improvements to affordable housing units are allowed subject to all applicable rules, regulations, and permitting requirements, but adjustments to the Maximum Allowable Resale Price will only be given for QCIs.
- (e) The Town may accelerate depreciation or exclude items if damaged beyond ordinary depreciation.
- (f) If a QCI included in the base price of the unit is removed or is no longer operational, the actual cost of the improvement shall be deducted from the base price.
- (g) No other categories or types of expenditures may qualify as a QCI unless pre-approved in writing by the Town.

### **22.3. Submitting QCIs for Increase to Maximum Values**

The process for submitting QCIs is outlined below.

- (a) Owners must receive approval from the Town and applicable codes and departments prior to making improvements and incurring expenses for QCIs.
- (b) After completion, the Town will calculate the value of the QCI based on documentation provided by the owner in accordance with these Guidelines.
- (c) Not all QCIs are eligible. The Town has full discretion in determining eligibility.

### **22.4. QCIs Permitted by the Town**

In addition to the guidance provided in Section 22 above, the following QCIs are allowed, subject to guidance herein:

- (a) Heating system replacements.
- (b) Water heater replacement.
- (c) Roof replacement.
- (d) Exterior paint.

### **22.5. The following QCIs are not depreciated. Those that are not limited by the 10% cap include an asterisk:**

- (a) Structural addition or additions of conditioned space, garages (detached or attached,) and storage sheds that require BOZAR approval. The addition of

bedrooms will be evaluated on a case-by-case basis to determine appropriate updates to the applicable Deed Restriction.

- (b) Conversion of building mechanical systems to all electric. \*
- (c) With Board of Zoning and Architectural review and approval, additions of deciduous trees that are no less than two inches in diameter measured at the root collar and evergreen trees that are no less than four feet in height at the time of installation. \*
- (d) Modifications or improvements to accommodate a disabled person under the International Code Council's Accessibility Code. \*
- (e) Improvements for life and safety, such as installation of a radon mitigation system. \*

**22.6. Items that are NOT considered Qualifying Capital Improvements:**

- (a) WORK PERFORMED WITHOUT PRE-APPROVAL FROM THE TOWN;
- (b) Work performed without approval from the Board of Zoning and Architectural Review, as applicable;
- (c) Work completed without appropriate building permits;
- (d) Work completed without appropriate approval from Homeowners' Associations (HOA), as applicable.
- (e) Maintenance and replacement items handled by an HOA and paid for with HOA dues or assessments, and maintenance items funded under a party wall agreement.
- (f) Jacuzzis, saunas, steam showers, hot tubs, etc.
- (g) Luxury fixtures.
- (h) Decorative items including window coverings, lamps, and lighting not affixed to walls or ceilings, bath towel bars, and hooks, etc.
- (i) Maintenance to existing fixtures, appliances, plumbing, and mechanical systems.
- (j) Painting, caulking, cleaning, etc.
- (k) Items that can be removed from the unit without the use of tools.
- (l) Light bulbs.
- (m) Cost of tools.
- (n) Equipment rental.



## **23. MAINTAINING ELIGIBILITY AND COMPLIANCE PROCEDURES**

Owners and tenants of affordable housing must maintain the requirements of ownership and tenancy in good standing. Ongoing compliance requirements and procedures for owners, landlords, and tenants are outlined below.

### **23.1. Buyer-Qualified Affordable Housing Units**

After the initial qualification to purchase, owners are not limited by household income and asset caps, but shall be required to maintain all other qualification requirements, including:

- (a) One individual on title is an employee of a Local Business as defined herein who lives in Gunnison County and works a minimum of 1,500 hours per calendar year; an employee of a Local Business who worked 1,500 hours per calendar year for the four years immediately prior to their retirement; or students attending a post high school educational program which results in a certification, degree, or license from an institution with a physical presence in Gunnison County.
- (b) Occupy the affordable housing unit as a primary residence.
- (c) Live in the unit for a minimum of nine out of any 12 consecutive months.
- (d) Not own developed residential property in Gunnison County.

Any owner who ceases to occupy a unit as their primary residence (by taking permanent employment outside of Gunnison County, no longer meeting the hourly work requirements in Gunnison County, or by residing in the unit fewer than nine months of any 12 consecutive months,) or acquiring improved residential property, including manufactured homes with or without land in Gunnison County, must sell their unit.

Town requires owners to complete and sign a Compliance Affidavit on an annual basis to ensure that the Town's affordable housing units are being used as intended. By completing the Affidavit, the owner attests to being in compliance with the requirements in the Deed Restriction and these Guidelines. The Town has the right to request additional documentation resulting from routine compliance, an audit, and/or follow-up to a complaint.

Failure to complete requested forms and/or submit requested documentation will result in a Notice of Violation. The appreciation on ownership units with appreciation caps will be terminated until the homeowner is brought back into compliance. Deed restricted units without appreciation caps are subject to daily fines for non-compliance in accordance with the Crested Butte Municipal Code, Section 1-4-20, as amended.

#### **23.1.1. Ownership of Other Improved Residential Real Estate**

If an owner owns more than one improved residential property in Gunnison County, they will be required to execute an Agreement to Sell with the Town agreeing to the sale of one of the units within 120 days, acknowledging the Town's right to specific performance.

#### **23.1.2. Leaves of Absence**

Owners of Buyer-Qualified Affordable Housing who wish to leave the Town for a limited period of time, resulting in non-compliance with the primary residency requirement, may request a Leave of Absence. The owner must be in good standing with their Deed Restriction as well as homeowners' association, if applicable, to request a Leave of Absence. Upon GVRHA's approval of a Leave of Absence request, the owner's residency requirement for maintaining ownership qualification shall be temporarily waived.

Owners shall submit a Leave of Absence Request providing clear and convincing evidence of a bona fide reason for taking leave and a commitment to return and re-qualify for affordable housing. The form shall be completed and submitted to GVRHA at least 30 days prior to the start of the leave. Should GVRHA deny the leave request, the owner(s) may request a Variance Appeal with GVRHA. See Section 27.2.

Owners of Buyer-Qualified Affordable Housing may request a Leave of Absence for up to one year with the possibility of an extension for one additional year. Owners seeking to extend and approved leave of absence shall submit an additional Leave of Absence Request to GVRHA at least 30 days prior to the extension of the leave. If the Leave of Absence is received AFTER the owner has moved, the appreciation of the sales price of the unit terminates retroactively from the date the owner vacated the unit until the date that a Qualified Resident leases the unit. A household on a Leave of Absence cannot apply for any other affordable housing unit until such time they are back in compliance, working Gunnison County, and living in their deed restricted home.

#### 23.1.3. Rental During Approved Leave Period

If the applicable Deed Restriction permits an owner to take an approved Leave of Absence, the owner may rent their unit subject to GVRHA's approval and under the following conditions:

- (a) The lease term shall not be longer than the time allowed for the Leave of Absence.
- (b) Tenants must qualify for affordable housing except for income and asset limits. (Local employment requirement, prohibition on owning other improved residential real estate in Gunnison County, and use of the rented unit as their primary residence).
- (c) The owner must provide a copy of the signed lease to GVRHA within 30 days of execution.

If the Deed Restriction does not establish an allowable rental rate, the maximum permitted rental rate shall be equal to the owner's normal monthly expenses including mortgage payments, HOA dues, utilities that remain in the owner's name, and insurance and property taxes that are not included in the monthly mortgage plus \$50 per month. Owners may not charge any additional amount for the use of furniture, garage, or storage unit associated with the home, etc.

In the lease, tenants must acknowledge receipt of and agree to applicable HOA articles of incorporation, by-laws, resolutions, declarations and covenants, Deed Restrictions, rules and

regulations of the association, lease terms, and these Guidelines. The form of lease must include the provisions outlined in Section 22.8.

Tenants do not acquire any right or priority for the purchase of the unit if the owner elects to sell during or at the end of the Leave of Absence.

#### 23.1.4. Retirement in Affordable Ownership Units

An owner of a Buyer-Qualified Affordable Housing unit is eligible to remain in their unit if they have met the local employment requirements for the four years prior to retirement and meet the definitions of Qualified Retiree defined herein. Retirees must:

- (a) Retain the unit as their primary residence by living in the unit at least nine of any 12 consecutive months.
- (b) Continue to not own other improved residential property in Gunnison County.

#### 23.1.5. Death of Qualified Resident in Ownership Unit

At the time of a Qualified Resident's death, the surviving household members are permitted to remain in the unit. Within six months, a surviving household member on title must become a Qualified Resident to remain compliant with the Deed Restriction and these Guidelines. If the remaining household member is a Minor Child, a guardian appointed by the deceased may occupy the unit to enable the Minor Child to remain in the unit until the later of reaching the age of 18 or graduating from high school.

### **23.2. Occupant-Qualified Affordable Housing**

Within the Town's affordable housing program, there are a variety of affordable rental housing units regulated by Deed Restrictions and Restrictive Covenant Agreements that require the unit be used as a long-term residential rental, including but not limited to Accessory Dwelling Units, residential units in commercial buildings, and Resident Owned Affordable Housing (ROAH) units. The definition of long-term residential rental unit and the qualification requirements to occupy these units are provided in the Crested Butte Municipal Code, Section 16-1-20 as amended. The ongoing compliance requirements for rental units are discussed below.

Landlords and tenants shall comply with lease terms, these Guidelines, as well as the applicable Deed Restriction. Breach of and/or non-compliance with a lease agreement, Deed Restriction, and/or the Guidelines are a violation and will result in a Notice of Violation and compliance proceedings.

Landlords and tenants shall respond to compliance inquiries in a timely fashion. The Town and GVRHA have the right to request additional documentation as a result of routine compliance outreach, an audit, and/or follow-up to a complaint. Failure to complete requested forms and/or submit requested documentation will result in a Notice of Violation and could result in fines levied against the landlord, a requirement for the landlord to terminate the lease, and/or disqualification of the tenant from future participation in Town housing programs.

### 23.2.1. Landlord Responsibilities

#### (a.) Tenant Qualification Prior to Lease Signing

Tenants of Deed Restricted rental units shall qualify through GVRHA prior to executing a lease and occupying a unit. Landlords/property managers may not lease a unit until the tenant has been approved by GVRHA and received a Qualification Certificate. In the case of long-term rentals approved before May 16, 2023, the landlord's submittal of the lease with required terms in section b. below and accompanying attestation to tenant eligibility replace the need for prospective tenants to prequalify. Please see the Crested Butte Municipal Code, Section 16-1-20 as amended for qualification requirements. If GVRHA has not approved a complete tenant qualification application within 10 days of receipt, the tenant shall be deemed to be approved.

#### (b.) Required Lease Terms

The form of lease must clearly state the following:

- Start date of the lease.
- Term, or duration of the lease.
- Lease rate.
- Requirement that the tenant remain in compliance with the applicable Deed Restriction, HOA as applicable, and these Guidelines, and be responsive to compliance inquiries from GVRHA.
- Full name, telephone number, and email address of both the landlord and the tenant.

#### (c.) Submittal of Signed Leases and Contact Information

Landlords/property managers must submit copies of the executed leases to GVRHA within 30 days of execution.

#### (d.) Minimum Maintenance Requirements

Habitability standards are controlled by Colorado Revised Statute 38-12-503 as amended and by the Town adopted building and maintenance codes as amended. GVRHA is neither responsible nor has authority to enforce either.

#### (e.) Maximum Vacancy Period

Unless otherwise authorized by GVRHA with proof of building permit or unusual hardship, Deed Restricted rental units must be leased and occupied except for the allowed three-month between tenancies as defined in the Crested Butte Municipal Code, Section 16-1-20, as amended. A vacancy period exceeding this limit without GVRHA approval shall be considered a violation and subject to the maximum

penalties under the Town of Crested Butte’s Municipal Code 1-4-20, as amended, or other such remedies as provided by law.

#### 23.2.2. Tenant Responsibilities

To continue to be a Qualified Resident, tenants of affordable rental housing units shall be required to maintain the eligibility requirements under the applicable Deed Restriction and these Guidelines and must continue to meet the definitions of a Qualified Resident per the Crested Butte Municipal Code, Section 16-1-20, as amended.

A tenant under review for non-compliance shall not be eligible for requalification and shall not be permitted to renew their lease until compliance issues are resolved.

#### 23.3. Retirement in Affordable Rental Units

With the exception of Employer Owned Affordable Housing units, a tenant in a Deed Restricted housing unit is eligible to remain in their unit if they have met the local employment requirements for the four years prior to retirement and meet the definitions of Qualified Retiree defined herein. Qualified Retirees must:

- (a) Retain the unit as their primary residence by living in the unit at least nine out of 12 consecutive months per year; and
- (b) Not own other developed residential property in Gunnison County.

#### 23.4. Death of Qualified Resident in a Rental Unit

At the time of a Qualified Resident’s death, the surviving household member(s) is permitted to remain for the balance of the lease term. The surviving household is eligible to remain in the unit beyond the lease term if they become compliant with the applicable Deed Restriction and these Guidelines.

#### 23.5. Compliance Requirements for Affordable Housing Units owned by LLCs

Employer Owned Affordable Housing units may be owned by LLCs. Employer Owners who hold the title to the affordable housing unit in an LLC must provide routine confirmation of the LLC membership as part of the compliance process.

#### 23.6. Quasi-Governmental Owned Affordable Housing

As trusted partners in housing, quasi-governmental entities that own affordable housing units in the Town of Crested Butte are subject to reduced compliance requirements. Prequalification of tenants is not required. Rather, the quasi-governmental entity need only communicate the tenant’s name and duration of the lease term for each unit to GVRHA.

## **24. OWNER OCCUPIED UNITS WITHOUT BUYER QUALIFICATION**

Owner Occupied is defined in the Town of Crested Butte Municipal Code, Section 16-1-20, as amended. Owners of units governed by Restrictive Covenant Agreements that allow for an owner to Owner Occupy rather than use the unit as a long-term rental must meet the Code definition of Owner Occupied.

## **25. ENFORCEMENT**

The Town's affordable housing programs come at great cost to the community in terms of investment of financial, material, and legal resources, dedication of staff time, and effort in gaining the support of the community. It is incumbent upon the Town to protect that investment and ensure that the integrity of housing programs is maintained. The Town ensures that affordable housing units are serving those they were intended to serve through qualification processes, compliance monitoring, and enforcement. The Town assigns qualification and compliance monitoring to GVRHA. Enforcement based on GVRHA compliance monitoring shall be handled by the Town.

All owners and occupants of Deed Restricted ownership and rental housing must comply with the requirements of applicable Deed Restrictions, the Town's Guidelines, as amended from time to time, and applicable federal, state, and local laws. Violations are subject to enforcement as provided herein.

GVRHA monitors compliance of deed restricted units through a Compliance Affidavit that is to be completed by the owner and/or occupant in a timely manner. It is a violation of these Guidelines to refuse or neglect to return the Compliance Affidavit.

## **26. ENFORCEMENT PROCEDURES**

The Town and GVRHA have the right and authority to investigate matters of non-compliance. Investigation may include but is not limited to the following:

- (a) Contact with the owner, occupant, neighbors, and/or homeowner's association;
- (b) Inspection of the property;
- (c) Inspection of lease agreements, title documents, loan documents, and all others pertaining to legal ownership and occupancy of the property;
- (d) Verification of employment directly with the owner's or occupant's employer(s), review of tax returns, IRS verification of tax return authenticity, and other documents as warranted;
- (e) Social media searches and all other publicly accessed internet resources; and
- (f) Any other reasonable means of verifying compliance as deemed necessary.

### **26.1. Complaint Based Investigation**

Any person may submit a complaint to GVRHA regarding a violation. If sufficient grounds are found to exist, GVRHA shall initiate an investigation within 30 days of receipt of the

complaint. For good cause and as authorized by law, GVRHA may withhold the identity of the complainant.

In connection with the investigation, GVRHA shall request that the alleged violator provide documentation as may be reasonably necessary for its investigation.

GVRHA shall maintain the confidentiality of any information provided by the alleged violator that is not required to be disclosed by the Colorado Open Records Act.

GVRHA shall complete its investigation within 90 days of the receipt of the complaint whenever possible. Upon completion of its investigation, GVRHA shall either notify the parties in writing that there are not reasonable grounds to determine that a violation has occurred, or it shall issue a Notice of Violation in accordance with Section 26.3.

## **26.2. Investigations and Site Visits**

In responding to a complaint or as a part of any other investigation, GVRHA may inspect the subject premises. Any such inspection shall be preceded by at least 24 hours' written notice to the owner and occupants. The notice shall either be given by mail or posted on the premises in a conspicuous place.

## **26.3. Notice of Violation**

If GVRHA determines that a violation has occurred as a result of an independent investigation, or a third-party complaint as described in Section 26.1. or for failure to comply with a compliance request, audit, or affidavit requirement, GVRHA shall serve a Notice of Violation (NOV) to the person(s) deemed to be in violation. The NOV may be served by regular mail, e-mail, or as otherwise provided by the applicable Deed Restriction or by law for service of process. The NOV shall state the following:

- (a) The names of the alleged violator;
- (b) The date(s) of the violation if known;
- (c) The actions or inactions constituting the violation; and
- (d) The requirement(s) that have been violated.

From the date of the NOV, appreciation on appreciation capped units will be terminated until the homeowner is brought back into compliance. Such owners are prohibited from recouping the appreciation lost during the period of non-compliance.

26.3.1. The NOV shall require one of the following:

- (i.) That the violation be cured within 30 days of the date of the NOV;
- (ii.) That within the 30-day period, the person charged with the violation submits a written request to GVRHA for a special review at a public meeting before GVRHA's Board of Directors to dispute the charges contained in the NOV. See Section 27.4;
- (iii.) The lease (if a rental unit) shall be terminated; or

- (iv.) That the unit shall be listed for sale as stated in the Deed Restriction.

If the alleged violator requests a special review, the Board may uphold the NOV in whole or in part, or it may dismiss the NOV. In taking any such action, the Board may impose a remedy appropriate to the case, which may include but is not limited to, a requirement for the owner to sell the subject property, the occupants to vacate the premises, a lease to become subject to non-renewal, a fine levied against the owner, or an owner required to reimburse the Town for the cost to create the Deed Restricted unit, including adjustments for inflation. Where a sale is required, the procedures identified in the applicable Deed Restriction shall be followed. The determination of the Board may direct that legal action be taken by the Town to enforce its decision. The cost of such action, including reasonable attorney's fees, shall be taxed against the proceeds of the sale or the tenant's security deposit.

If the alleged violator neither cures the violation nor requests a special review before the GVRHA Board of Directors within the 30-day period, the violation identified in the NOV shall be deemed final. In the event of litigation, the failure to request a special review as provided above shall be considered by GVRHA to constitute a failure to exhaust administrative remedies for the purposes of judicial review. At the conclusion of the 30-day period, the Town may pursue all remedies as provided by law or in equity.

## **27. VARIANCE, GRIEVANCE, and SPECIAL REVIEW**

### **27.1. Variance Request Process**

An applicant for an Occupant-Qualified or Buyer-Qualified unit may request a variance from the strict application of the applicable deed restriction or the Guidelines if the following can be shown:

- (a) Unusual hardship; and
- (b) Consistency with the Town's policies and purposes.

A variance from the strict application of an applicable Deed Restriction or these Guidelines may be requested if an unusual hardship can be shown provided that the variance from the strict application of the Guidelines or Deed Restriction are consistent with the housing program intent and policy. To request a variance, the applicant must submit a request in writing to the GVRHA Executive Director stating the request with evidence substantiating the unusual hardship.

The Executive Director shall review the submitted materials, consult with the Town Manager, and provide a response to the variance applicant.

### **27.2. Variance Appeal**

If the variance applicant is unsatisfied with the Executive Director's decision, the applicant may appeal the decision and request a special review with the variance committee, which shall be comprised of at least three members of the GVRHA Board of Directors. See Section 27.4. All such requests shall be submitted in writing and include the following information:



- (a) Name, address, telephone number, and email address of the applicant;
- (b) Summary of the variance request;
- (c) Identification of the provision of the applicable Deed Restriction and/or Guidelines at issue; and
- (d) Evidence of the unusual hardship.

Unless the issue is time-sensitive, the variance committee will be formed at the next regularly scheduled Board meeting. If the issue is time sensitive, the Executive Director shall call a special meeting of the Board to form the committee and to schedule the special review. The variance committee shall meet within five business days of the Board meeting.

The variance committee may grant the variance request with or without conditions if the approval will not cause a substantial detriment to the public good, without substantially impairing the intent and purpose of the housing program and policy, AND if an unusual hardship is shown. The committee's determination shall be considered a final administrative determination.

### **27.3. Grievance Process**

A grievance is any dispute, claim, or request a person may have with the Town that is not covered by Section 25, arising out of a Deed Restriction or the Town's Guidelines that adversely affect the individual's rights as a tenant or homeowner, their duties, welfare, or status. The grievance process is not applicable to disputes between neighbors, tenants and landlords, or class grievances.

Any person with a grievance shall first submit such matter to the GVRHA Executive Director in writing, clearly defining the grievance. The Executive Director shall review the submittal, consult with the Town Manager, and attempt to resolve the matter informally with the aggrieved party.

If the Executive Director or the aggrieved party determines that the procedure above will not resolve the matter, or by agreement of the Executive Director and the aggrieved party, the aggrieved party may submit their grievance to the GVRHA Board of Directors to request a special review. All grievances shall be submitted in writing and shall include the following information:

- (a) Name, address, telephone number, and email address of the aggrieved party; and
- (b) A summary of the grievance, the relief requested, and identification of the provision of the applicable Deed Restriction and Guidelines at issue.

### **27.4. Special Review**

Special reviews requested will be set for the next regularly scheduled meeting, no later than 30 days from the date of the request. If the request is time-sensitive, the Executive Director may convene a special meeting. At such meeting, GVHRA staff, the person(s) requesting the

public meeting, and interested members of the public shall be permitted to present evidence in the form of testimony and documents to the Board.

GVRHA and the person(s) requesting the special review shall exchange the documentary evidence they wish to present at the public meeting at least three business days prior to the meeting. The Board may accept additional documentary evidence at the hearing for good cause shown and may continue the hearing if it is deemed necessary in the interest of fairness.

The GVRHA Board of Directors shall base its decision on the evidence in the record and it shall make its decision in writing within 30 days of the conclusion of the meeting. Such determination shall be considered a final administrative determination.

## **28. DEFINITIONS**

**Acknowledgement of Deed Restriction.** A contract entered into between the Town of Crested Butte and the purchaser of a Buyer-Qualified Affordable Housing unit that confirms the basic elements of the Deed Restriction, as defined in.

**Accessory Dwelling Unit.** As defined in the Crested Butte Municipal Code.

**Buyer-Qualified Affordable Housing.** Affordable housing units that require GVRHA qualification to purchase.

**Compliance Affidavit.** A legally enforceable document is to be signed by owners and tenants of affordable housing units, confirming that they are in compliance with all applicable requirements of the Deed Restriction and these Guidelines, as amended.

**Co-signer.** A joint signatory of a promissory note who shall not occupy the unit unless qualified by the GVRHA.

**Deed Restriction.** A contract entered into between the Town of Crested Butte and the owner or purchaser of real property identifying the conditions of occupancy and resale. Such documents shall be recorded with Gunnison County.

**Dependent.** Dependents are either a qualifying child or a qualifying relative of the taxpayer. The taxpayer's spouse cannot be claimed as a dependent. Some examples of dependents include a child, stepchild, brother, sister, or parent.

**Employee Occupant.** A Qualified Resident of Employer Owned Affordable Housing.

**Employer Owned Affordable Housing.** Affordable housing that is owned by a Local Business, Local Non-Profit, Local Quasi-Governmental Partner, or Local Governmental Partner.

**Employer Owner.** A Local Business as defined herein, Local Non-Profit as defined herein, Local Quasi-Governmental Partner, or Local Governmental Partner that owns Affordable Housing.

**Full-Time Employee.** is an employee of a Local Business as defined herein who lives in Gunnison County and works a minimum of 1,500 hours per calendar year; an employee of a Local Business who worked 1,500 hours per calendar year for the four years immediately prior to their retirement; or students attending a post high school educational program which results in a certification, degree, or license from an institution with a physical presence in Gunnison County.

**Gross Assets.** Anything which has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action which belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Gross assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Gross assets shall not include pension plans.

**Gross Income.** The total income includes alimony, child support, as well as income derived from a business, irrevocable trusts, employment, routinely received financial gifts, and income producing property, before deductions for expenses, depreciation, taxes, and similar allowances.

**Household.** All individuals who occupy a residential unit regardless of their relationship to one another.

**Leave of Absence.** A duration of time, not to exceed a total of two years, that has been pre-approved by GVRHA that enables a Qualified Owner to be exempt from the local employment requirements under the applicable Deed Restriction and these Guidelines, allowing them to tend to personal business outside of Gunnison County.

**Local Business.** *Local Business or Local Employer* is a business, including the self-employed, whose business address is located within Gunnison County, and whose business employs Qualified Residents, as defined herein, and whose business serves Gunnison County denizens and businesses.

**Local Employer.** See Local Business.

**Local Non-Profit.** An entity based in the North Gunnison Valley that is created and operated for charitable or socially beneficial purposes that serve the North Gunnison Valley rather than making a profit.

**Long-term Rental** – As defined in the Crested Butte Municipal Code, Section 16-1-20, as amended.

**Maximum Allowable Resale Price.** Unless otherwise defined in the applicable Deed Restriction, the owner's purchase price multiplied by the appreciation (as permitted by the Deed Restriction) plus the accepted level of capital improvement costs as defined in the Deed Restriction and these Guidelines.

**Minor Child.** A person who is under the age of 18, or who is under 19 and a full-time student in secondary school or vocational or technical training.

**Net Assets.** Gross assets minus liabilities.

**North Gunnison Valley.** The portion of the Gunnison Valley located north of the Roaring Judy Fish Hatchery.

**Owner Occupied.** A unit shall be considered to be Owner Occupied if at least one individual on the title occupies the unit as their primary residence at least nine of any 12 consecutive months. Shall have the same meaning as defined in Crested Butte Municipal Code Section 16-1-20 and 16-21-20 as amended.

**Occupant-Qualified Affordable Housing.** Affordable housing units that require GVRHA qualification for the tenant or confirmation of Owner Occupancy, as defined herein.

**Pre-qualification.** A borrower's tentative mortgage approval from a lender.

**Primary Residence.** The sole and exclusive place of residence. The owner or renter shall be deemed to have ceased to use the unit as their sole and exclusive place of residence by accepting permanent employment outside of Gunnison County or residing in the unit fewer than nine out of any 12 consecutive months (unless the owner has secured approval from GVRHA for a Leave of Absence).

**Qualified Resident.** Person(s) meeting the income, asset, employment, and residency requirements and property ownership limitations, including retired and disabled persons, or dependent(s) of any of these under a specific Deed Restriction and these Guidelines (as such terms are defined herein) as approved by GVRHA.

**Qualified Retiree.** A person who has met the local employment requirements for a minimum of four years immediately before achieving Retirement Age, as defined herein and does not own other improved residential real estate in Gunnison County.

**Restrictive Covenant Agreement.** See Deed Restriction.

**Retirement Age.** 65 years of age.

**Self-Employed.** A person who carries on a trade or business as a sole proprietor or an independent contractor; a member of a partnership that carries on a trade or business; a person who is otherwise in business for themselves; and work for profit or fees. Individuals who are self-employed must show a profit on an income tax return at least three out of every five years. The trade or business is required to provide goods and services to individuals, businesses, or institutional operations in Gunnison County.

## 29. Appendix A

### Asset Limits Per Household Size and Income Limit Based on Average Applicant Age

#### Town of Crested Butte Asset Limits Based on 2024 GUNNISON COUNTY AMIs

Calculated based on income levels issued by the U.S Department of Housing and Urban Development

Age of Applicants Over 21, Averaged	Multiplier	HUD 80%	100%	120%	140%	160%	180%
<b>1 Person - Annual Income Limit</b>		<b>\$57,700</b>	<b>\$72,100</b>	<b>\$86,520</b>	<b>\$100,940</b>	<b>\$115,360</b>	<b>\$129,780</b>
Under 30 Years	1.5	\$86,550	\$108,150	\$129,780	\$151,410	\$173,040	\$194,670
Over 30 Years and Less than 40 Years	3	\$173,100	\$216,300	\$259,560	\$302,820	\$346,080	\$389,340
Over 40 Years and Less than 50 Years	4	\$230,800	\$288,400	\$346,080	\$403,760	\$461,440	\$519,120
Over 50 Years	5	\$288,500	\$360,500	\$432,600	\$504,700	\$576,800	\$648,900
<b>2 Person - Annual Income Limit</b>		<b>\$65,950</b>	<b>\$82,400</b>	<b>\$98,880</b>	<b>\$115,360</b>	<b>\$131,840</b>	<b>\$148,320</b>
Under 30 Years	1.5	\$98,925	\$123,600	\$148,320	\$173,040	\$197,760	\$222,480
Over 30 Years and Less than 40 Years	3	\$197,850	\$247,200	\$296,640	\$346,080	\$395,520	\$444,960
Over 40 Years and Less than 50 Years	4	\$263,800	\$329,600	\$395,520	\$461,440	\$527,360	\$593,280
Over 50 Years	5	\$329,750	\$412,000	\$494,400	\$576,800	\$659,200	\$741,600
<b>3 Person - Annual Income Limit</b>		<b>\$74,200</b>	<b>\$92,700</b>	<b>\$111,240</b>	<b>\$129,780</b>	<b>\$148,320</b>	<b>\$166,860</b>
Under 30 Years	1.5	\$111,300	\$139,050	\$166,860	\$194,670	\$222,480	\$250,290
Over 30 Years and Less than 40 Years	3	\$222,600	\$278,100	\$333,720	\$389,340	\$444,960	\$500,580
Over 40 Years and Less than 50 Years	4	\$296,800	\$370,800	\$444,960	\$519,120	\$593,280	\$667,440
Over 50 Years	5	\$371,000	\$463,500	\$556,200	\$648,900	\$741,600	\$834,300
<b>4 Person - Annual Income Limit</b>		<b>\$82,400</b>	<b>\$103,000</b>	<b>\$123,600</b>	<b>\$144,200</b>	<b>\$164,800</b>	<b>\$185,400</b>
Under 30 Years	1.5	\$123,600	\$154,500	\$185,400	\$216,300	\$247,200	\$278,100
Over 30 Years and Less than 40 Years	3	\$247,200	\$309,000	\$370,800	\$432,600	\$494,400	\$556,200
Over 40 Years and Less than 50 Years	4	\$329,600	\$412,000	\$494,400	\$576,800	\$659,200	\$741,600
Over 50 Years	5	\$412,000	\$515,000	\$618,000	\$721,000	\$824,000	\$927,000
<b>5 Person - Annual Income Limit</b>		<b>\$89,000</b>	<b>\$111,300</b>	<b>\$133,560</b>	<b>\$155,820</b>	<b>\$178,080</b>	<b>\$200,340</b>
Under 30 Years	1.5	\$133,500	\$166,950	\$200,340	\$233,730	\$267,120	\$300,510
Over 30 Years and Less than 40 Years	3	\$267,000	\$333,900	\$400,680	\$467,460	\$534,240	\$601,020
Over 40 Years and Less than 50 Years	4	\$356,000	\$445,200	\$534,240	\$623,280	\$712,320	\$801,360
Over 50 Years	5	\$445,000	\$556,500	\$667,800	\$779,100	\$890,400	\$1,001,700
<b>6 Person - Annual Income Limit</b>		<b>\$95,600</b>	<b>\$119,500</b>	<b>\$143,400</b>	<b>\$167,300</b>	<b>\$191,200</b>	<b>\$215,100</b>
Under 30 Years	1.5	\$143,400	\$179,250	\$215,100	\$250,950	\$286,800	\$322,650
Over 30 Years and Less than 40 Years	3	\$286,800	\$358,500	\$430,200	\$501,900	\$573,600	\$645,300
Over 40 Years and Less than 50 Years	4	\$382,400	\$478,000	\$573,600	\$669,200	\$764,800	\$860,400
Over 50 Years	5	\$478,000	\$597,500	\$717,000	\$836,500	\$956,000	\$1,075,500
<b>7 Person - Annual Income Limit</b>		<b>\$102,200</b>	<b>\$127,800</b>	<b>\$153,360</b>	<b>\$178,920</b>	<b>\$204,480</b>	<b>\$230,040</b>
Under 30 Years	1.5	\$153,300	\$191,700	\$230,040	\$268,380	\$306,720	\$345,060
Over 30 Years and Less than 40 Years	3	\$306,600	\$383,400	\$460,080	\$536,760	\$613,440	\$690,120
Over 40 Years and Less than 50 Years	4	\$408,800	\$511,200	\$613,440	\$715,680	\$817,920	\$920,160
Over 50 Years	5	\$511,000	\$639,000	\$766,800	\$894,600	\$1,022,400	\$1,150,200
<b>8 Person - Annual Income Limit</b>		<b>\$108,800</b>	<b>\$136,000</b>	<b>\$163,200</b>	<b>\$190,400</b>	<b>\$217,600</b>	<b>\$244,800</b>
Under 30 Years	1.5	\$163,200	\$204,000	\$244,800	\$285,600	\$326,400	\$367,200
Over 30 Years and Less than 40 Years	3	\$326,400	\$408,000	\$489,600	\$571,200	\$652,800	\$734,400
Over 40 Years and Less than 50 Years	4	\$435,200	\$544,000	\$652,800	\$761,600	\$870,400	\$979,200
Over 50 Years	5	\$544,000	\$680,000	\$816,000	\$952,000	\$1,088,000	\$1,224,000

30. **Appendix B**

AMI Limits for Select Units in Paradise Park.

<b>Legal Description</b>	<b>Physical Address</b>	<b>AMI (Income)</b>
		<b>Limit</b>
Block 79 Lot 1	7 Tenth St	190%
Block 79 Lot 3	926 Butte Ave	135%
Block 79 Lot 5	918 Butte Ave	195%
Block 79 Lot 6A	914 Butte Ave	145%
Block 79 Lot 6B	916 Butte Ave	145%
Block 79 Lot 7	910 Butte Ave	170%
Block 79 Lot 9	902 Butte Ave	120%
Block 79 Lot 12	901 Teocalli Ave	195%
Block 79 Lot 13	905 Teocalli Ave	195%
Block 79 Lot 14A	909 Teocalli Ave	150%
Block 79 Lot 14B	911 Teocalli Ave	150%
Block 79 Lot 15	915 Teocalli Ave	185%
Block 79 Lot 17	923 Teocalli Ave	170%
Block 80 Lot 4	14 Tenth St	180%

**31. Appendix C**

Addresses and legal descriptions of all units subject a housing Deed Restriction or Restrictive Covenant Agreement in the Town of Crested Butte.

**Buyer Qualified Affordable Housing Units**

	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>
1	504 RED LADY	UNIT 1, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
2	502 RED LADY	UNIT 2, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
3	514 RED LADY	UNIT 3, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
4	512 RED LADY	UNIT 4, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
5	510 RED LADY	UNIT 5, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
6	524 RED LADY	UNIT 6, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
7	522 RED LADY	UNIT 7, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
8	520 RED LADY	UNIT 8, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
9	532 RED LADY	UNIT 9, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
10	530 RED LADY	UNIT 10, RED LADY ESTATES CONDOMINIUMS, CRESTED BUTTE
11	705A BUTTE	UNIT A, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
12	705B BUTTE	UNIT B, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
13	717G BUTTE	UNIT G, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
14	717H BUTTE	UNIT H, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
15	721I BUTTE	UNIT I, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
16	721J BUTTE	UNIT J, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
17	711C BUTTE	UNIT C, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
18	711D BUTTE	UNIT D, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
19	711E BUTTE	UNIT E, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
20	711F BUTTE	UNIT F, POVERTY GULCH CONDOMINIUMS, CRESTED BUTTE
21	101 BUTTE AVE	LOT 6, KAPUSHION SUBDIVISION
22	15 RUTHS RD	LOT 7, KAPUSHION SUBDIVISION
23	16 RUTHS RD	LOT 20, KAPUSHION SUBDIVISION
24	18 RUTHS RD	LOT 21, KAPUSHION SUBDIVISION
25	123 BUTTE AVE	LOT 22, KAPUSHION SUBDIVISION
26	826 WHITE ROCK	TRACT 2, BLOCK 66, VERZUH RANCH ANNEXATION, CRESTED BUTTE
27	816 WHITE ROCK	TRACT 5, BLOCK 66, VERZUH RANCH ANNEXATION, CRESTED BUTTE
28	828 SOPRIS	TRACT 2, BLOCK 67, VERZUH RANCH ANNEXATION, CRESTED BUTTE
29	813 WHITE ROCK	TRACT 8, BLOCK 67, VERZUH RANCH ANNEXATION, CRESTED BUTTE
30	826 ELK AVENUE	TRACT 2, BLOCK 68, VERZUH RANCH ANNEXATION, CRESTED BUTTE
31	817 SOPRIS AVE	TRACT 9, BLOCK 68, VERZUH RANCH ANNEXATION, CRESTED BUTTE
32	614 NINTH	TRACT 4, BLOCK 72, VERZUH RANCH ANNEXATION, CRESTED BUTTE
33	706 NINTH	TRACT 2, BLOCK 73, VERZUH RANCH ANNEXATION, CRESTED BUTTE
34	828 GOTHIC AVE UNIT# 1A	LOT 1A, STRING CHEESE TOWNHOUSES, CRESTED BUTTE
35	830 GOTHIC AVE UNIT# 1B	LOT 1B, STRING CHEESE TOWNHOUSES, CRESTED BUTTE
36	822 GOTHIC AVE UNIT# 2A	LOT 2A, LEFTOVER SALMON TOWNHOUSES, CRESTED BUTTE
37	824 GOTHIC AVE UNIT# 2B	LOT 2B, LEFTOVER SALMON TOWNHOUSES, CRESTED BUTTE
38	826 GOTHIC AVE UNIT# 2C	LOT 2C, LEFTOVER SALMON TOWNHOUSES, CRESTED BUTTE
39	816 GOTHIC AVE UNIT# 3A	LOT 3A, YONDER MOUNTAIN TOWNHOUSES, CRESTED BUTTE
40	818 GOTHIC AVE UNIT# 3B	LOT 3B, YONDER MOUNTAIN TOWNHOUSES, CRESTED BUTTE
41	820 GOTHIC AVE UNIT# 3C	LOT 3C, YONDER MOUNTAIN TOWNHOUSES, CRESTED BUTTE
42	812 GOTHIC AVE UNIT# 4A	LOT 4A, TROUT STEAK TOWNHOUSES, CRESTED BUTTE
43	814 GOTHIC AVE UNIT# 4B	LOT 4B, TROUT STEAK TOWNHOUSES, CRESTED BUTTE
44	806 GOTHIC AVE UNIT# 5A	LOT 5A, HOT RIZE TOWNHOUSES, CRESTED BUTTE
45	808 GOTHIC AVE UNIT# 5B	LOT 5B, HOT RIZE TOWNHOUSES, CRESTED BUTTE
46	810 GOTHIC AVE UNIT# 5C	LOT 5C, HOT RIZE TOWNHOUSES, CRESTED BUTTE
47	802 GOTHIC AVE UNIT# 6A	LOT 6A, WIDESPREAD PANIC TOWNHOUSES, CRESTED BUTTE
48	804 GOTHIC AVE UNIT# 6B	LOT 6B, WIDESPREAD PANIC TOWNHOUSES, CRESTED BUTTE
49	101 NINTH ST UNIT# A	UNIT A, HABITAT PARADISE PARK TOWNHOUSES, CRESTED BUTTE
50	103 NINTH ST UNIT# B	UNIT B, HABITAT PARADISE PARK TOWNHOUSES, CRESTED BUTTE
51	822 TEOCALLI AVE	UNIT A, AUGUSTA TOWNHOUSES, CRESTED BUTTE
52	824 TEOCALLI AVE	UNIT B, AUGUSTA TOWNHOUSES, CRESTED BUTTE
53	818 TEOCALLI AVE UNIT# A	UNIT A, REDWELL TOWNHOUSES, CRESTED BUTTE
54	818 TEOCALLI AVE UNIT# B	UNIT B, REDWELL TOWNHOUSES, CRESTED BUTTE
55	816 TEOCALLI AVE	LOT 5, BLOCK 77, PARADISE PARK SUBDIVISION
56	808 TEOCALLI AVE UNIT# A	UNIT A, PEELER TOWNHOUSES, CRESTED BUTTE
57	808 TEOCALLI AVE UNIT# B	UNIT B, PEELER TOWNHOUSES, CRESTED BUTTE
58	809 GOTHIC AVE UNIT# A	UNIT A, WOLVERINE TOWNHOUSES, CRESTED BUTTE
59	809 GOTHIC AVE UNIT# B	UNIT B, WOLVERINE TOWNHOUSES, CRESTED BUTTE



60	813 GOTHIC AVE	LOT 9, BLOCK 77, PARADISE PARK SUBDIVISION
61	819 GOTHIC AVE	UNIT A, DEER CREEK TOWNHOUSES, CRESTED BUTTE
62	821 GOTHIC AVE	UNIT B, DEER CREEK TOWNHOUSES, CRESTED BUTTE
63	823 GOTHIC AVE	LOT 12, BLOCK 77, PARADISE PARK SUBDIVISION
64	119 NINTH ST	LOT 13, BLOCK 77, PARADISE PARK SUBDIVISION
65	115 NINTH ST UNIT# B	UNIT B, LITTLE SILVER TOWNHOUSES, CRESTED BUTTE
66	117 NINTH ST UNIT# A	UNIT A, LITTLE SILVER TOWNHOUSES, CRESTED BUTTE
67	809 TEOCALLI AVE	UNIT A, RUBY TOWNHOUSES, CRESTED BUTTE
68	811 TEOCALLI AVE	UNIT B, RUBY TOWNHOUSES, CRESTED BUTTE
69	819 TEOCALLI AVE	LOT 4, BLOCK 78, PARADISE PARK SUBDIVISION
70	11 NINTH ST UNIT# 6A	LOT 6A, SECRET TRAIL TOWNHOUSES, CRESTED BUTTE
71	13 NINTH ST UNIT# 6B	LOT 6B, SECRET TRAIL TOWNHOUSES, CRESTED BUTTE
72	15 NINTH ST UNIT# 6C	LOT 6C, SECRET TRAIL TOWNHOUSES, CRESTED BUTTE
73	7 TENTH ST	LOT 1, BLOCK 79, PARADISE PARK SUBDIVISION
74	926 BUTTE AVE	LOT 3, BLOCK 79, PARADISE PARK SUBDIVISION
75	922 BUTTE AVE UNIT# 4A	LOT 4A, STARR PASS TOWNHOUSES, CRESTED BUTTE
76	924 BUTTE AVE UNIT# 4B	LOT 4B, STARR PASS TOWNHOUSES, CRESTED BUTTE
77	918 BUTTE AVE	LOT 5, BLOCK 79, PARADISE PARK SUBDIVISION
78	914 BUTTE AVE	UNIT A, JEBEZ TOWNHOUSES, CRESTED BUTTE
79	916 BUTTE AVE	UNIT B, JEBEZ TOWNHOUSES, CRESTED BUTTE
80	910 BUTTE AVE	LOT 7, BLOCK 79, PARADISE PARK SUBDIVISION
81	902 BUTTE AVE	LOT 9, BLOCK 79, PARADISE PARK SUBDIVISION
82	8 NINTH ST UNIT# 10A	LOT 10A, CLOUD CITY TOWNHOUSES, CRESTED BUTTE
83	10 NINTH ST UNIT# 10B	LOT 10B, CLOUD CITY TOWNHOUSES, CRESTED BUTTE
84	12 NINTH ST UNIT# 10C	LOT 10C, CLOUD CITY TOWNHOUSES, CRESTED BUTTE
85	14 NINTH ST UNIT# 11A	LOT 11A, DAISY MINE TOWNHOUSES, CRESTED BUTTE
86	16 NINTH ST UNIT# 11B	LOT 11B, DAISY MINE TOWNHOUSES, CRESTED BUTTE
87	901 TEOCALLI AVE	LOT 12, BLOCK 79, PARADISE PARK SUBDIVISION
88	905 TEOCALLI AVE	LOT 13, BLOCK 79, PARADISE PARK SUBDIVISION
89	909 TEOCALLI AVE UNIT# A	UNIT A, HOMEWARD FOUND TOWNHOUSES, CRESTED BUTTE
90	911 TEOCALLI AVE UNIT# B	UNIT B, HOMEWARD FOUND TOWNHOUSES, CRESTED BUTTE
91	915 TEOCALLI AVE	LOT 15, BLOCK 79, PARADISE PARK SUBDIVISION
92	919 TEOCALLI AVE	LOT 16, BLOCK 79, PARADISE PARK SUBDIVISION
93	923 TEOCALLI AVE	LOT 17, BLOCK 79, PARADISE PARK SUBDIVISION
94	14 TENTH ST	LOT 4, BLOCK 80, PARADISE PARK SUBDIVISION

**Occupant-Qualified Affordable Housing Units, Excluding Anthracite Place (30 units) and Town-Owned Rentals (19 units)**

	<b>ADDRESS</b>	<b>LEGAL DESCRIPTION</b>
1	408 1/2 BUTTE	LOTS 9-11, BLOCK 2, CRESTED BUTTE
2	8 1/2 THIRD ST	PART OF LOTS 12-16, BLOCK 3, CRESTED BUTTE
3	212 BUTTE	LOTS 11 & 12, BLOCK 4, CRESTED BUTTE
4	22 1/2 BUTTE	LOTS 5 & 6, BLOCK 6, CRESTED BUTTE
5	112 SECOND	PART OF LOTS 17-20, BLOCK 9, CRESTED BUTTE
6	201 1/2 GOTHIC	PART OF LOTS 17-20, BLOCK 9, CRESTED BUTTE
7	219 1/2 GOTHIC	TRACT 1, GOTHIC PARADISE SUBDIVISION
8	420 GOTHIC	TRACT 4, SAYA SUBDIVISION
9	418 GOTHIC	LOT B, CORTNER SUBDIVISION
10	204 1/2 FOURTH	LOTS 13-16, BLOCK 14, CRESTED BUTTE
11	322 1/2 GOTHIC	LOTS 5-7, BLOCK 15, CRESTED BUTTE
12	313 1/2 MAROON	LOTS 22, 23 & PART OF LOTS 17-21 & 24, BLOCK 15, CRESTED BUTTE
13	224 GOTHIC	TRACT 3, JACKSON SUBDIVISION
14	216 GOTHIC AVENUE	TRACT 1, JACKSON SUBDIVISION
15	209 SECOND	LOTS 1-3, BLOCK 17, CRESTED BUTTE
16	127 1/2 MAROON	LOTS 29 & 30, BLOCK 17, CRESTED BUTTE
17	17 ELK	LOTS 25 & 26, BLOCK 19, CRESTED BUTTE
18	124 1/2 MAROON	LOTS 4 & 5, BLOCK 20, CRESTED BUTTE
19	216 MAROON	LOTS 10, 11 & PART OF LOT 9, BLOCK 21, CRESTED BUTTE
20	303 1/2 FOURTH	TRACT 1, BLOCK 22 MINOR SUBDIVISION
21	421 1/2 ELK	LOTS 27 & 28, BLOCK 23, CRESTED BUTTE
22	506 1/2 ELK	LOTS 13 & 14, BLOCK 25, CRESTED BUTTE
23	501 1/2 SOPRIS	LOT 17 & PART OF LOTS 18 & 19, THE SOPRIS SUBDIVISION, BLOCK 25, CRESTED BUTTE
24	426 1/2 ELK	LOT 4 & PART OF LOTS 2 & 3, BLOCK 26, CRESTED BUTTE
25	303 SOPRIS	LOTS 20, 21 & PART OF LOT 19, BLOCK 27, CRESTED BUTTE
26	321 SOPRIS	LOT 25 & PART OF LOT 26, BLOCK 27, CRESTED BUTTE
27	201 1/2 SOPRIS	LOTS 17 & 18, BLOCK 28, CRESTED BUTTE
28	26 1/2 ELK	LOT 4 & PART OF LOT 3, BLOCK 30, CRESTED BUTTE
29	22 1/2 ELK	TRACT B EVANS MINOR SUBDIVISION
30	151 COUNTY ROAD 12	LOTS 9-25, BLOCK 30, CRESTED BUTTE
31	21 1/2 SOPRIS	LOTS 26-28, BLOCK 30, CRESTED BUTTE
32	417 1/2 FIRST	PART OF LOTS 29-32, BLOCK 30, CRESTED BUTTE
33	517 FIRST	PART OF LOTS 29-32, BLOCK 31, CRESTED BUTTE
34	114 1/2 SOPRIS	LOTS 9 & 10, BLOCK 32, CRESTED BUTTE
35	123 1/2 WHITE ROCK	PART OF LOTS 27-29, BLOCK 32, CRESTED BUTTE
36	517 1/2 SECOND	LOTS 30-32, BLOCK 32, CRESTED BUTTE
37	214 1/2 SOPRIS	LOTS 9 & 10, BLOCK 33, CRESTED BUTTE
38	221 1/2 WHITEROCK	LOTS 27 & 28, BLOCK 33, CRESTED BUTTE
39	225 1/2 WHITE ROCK	PART OF LOTS 28-32, BLOCK 33, CRESTED BUTTE
40	513 1/2 THIRD ST	PART OF LOTS 31 & 32, BLOCK 33, CRESTED BUTTE
41	507 FOURTH	LOTS 1 & 2, BLOCK 34, CRESTED BUTTE
42	314 1/2 SOPRIS	PARCEL B, DEVERELL SUBDIVISION
43	311 1/2 WHITE ROCK	LOTS 22 & 23, BLOCK 34, CRESTED BUTTE
44	323 WHITE ROCK	TRACT 2, OWEN SUBDIVISION
45	325 WHITE ROCK	TRACT 2, OWEN SUBDIVISION
46	417 1/2 WHITE ROCK	LOTS 24-26, BLOCK 35, CRESTED BUTTE
47	515 FIFTH UNIT 1	LOTS 31 & 32, BLOCK 35, CRESTED BUTTE
48	515 FIFTH UNIT 2	LOTS 31 & 32, BLOCK 35, CRESTED BUTTE
49	518 1/2 SOPRIS	LOTS 7 & 8, BLOCK 36, CRESTED BUTTE
50	516 SOPRIS	LOTS 9 & 10, BLOCK 36, CRESTED BUTTE
51	512 1/2 SOPRIS	LOTS 11 & 12, BLOCK 36, CRESTED BUTTE
52	508 SOPRIS	LOTS 13 & 14, BLOCK 36, CRESTED BUTTE
53	604 FOURTH ST	LOTS 15 & 16, BLOCK 38, CRESTED BUTTE
54	607 FOURTH ST	LOTS 1-3, BLOCK 39, CRESTED BUTTE
55	609 FOURTH ST	LOTS 1-3, BLOCK 39, CRESTED BUTTE
56	324 1/2 WHITE ROCK	LOTS 4, 5 & PART OF LOTS 28 & 29, BLOCK 39, CRESTED BUTTE
57	322 WHITEROCK	LOTS 6, 7 & PART OF LOTS 8 & 25-27, BLOCK 39, CRESTED BUTTE
58	316 1/2 WHITE ROCK	LOTS 9, 10 & PART OF LOT 8, BLOCK 39, CRESTED BUTTE
59	308 1/2 WHITE ROCK	PART OF LOTS 12-16, BLOCK 39, CRESTED BUTTE
60	226 1/2 WHITE ROCK	PART OF LOTS 1-5, BLOCK 40, CRESTED BUTTE
61	208 WHITE ROCK	LOT 13 & PART OF LOT 14, BLOCK 40, CRESTED BUTTE
62	114 1/2 WHITE ROCK	PART OF LOTS 6-10, 23-26 AND ADJACENT ALLEY, BLOCK 41, CRESTED BUTTE
63	558 1/2 JOURNEY'S END	SITE 8, THE HEIGHTS AT CRESTED BUTTE SUBDIVISION
64	582 1/2 JOURNEY'S END	SITE 9, THE HEIGHTS AT CRESTED BUTTE SUBDIVISION
65	512 1/2 JOURNEY'S END	SITE 6, THE HEIGHTS AT CRESTED BUTTE SUBDIVISION
66	620 ELK	PARCEL 1, COUNCILMAN SUBDIVISION
67	701 1/2 TEOCALLI	LOTS 17 & 18, BLOCK 57, CRESTED BUTTE

68	705 1/2 TEOCALLI	LOTS 19 & 20, BLOCK 57, CRESTED BUTTE
69	713 1/2 MAROON	LOTS 23 & 24, BLOCK 59, CRESTED BUTTE
70	720 1/2 MAROON	LOTS 7 & 8, BLOCK 60, CRESTED BUTTE
71	725 ELK	TRACT A, STELLBERGER TOWNHOME TRACTS SUBDIVISION
72	729 1/2 WHITE ROCK	LOTS 31 & 32, BLOCK 62, CRESTED BUTTE
73	716 1/2 WHITE ROCK	LOTS 9 & 10, BLOCK 63, CRESTED BUTTE
74	620 SEVENTH	LOTS 17 & 18, BLOCK 63, CRESTED BUTTE
75	707 BELLEVIEW	LOTS 19 & 20, BLOCK 63, CRESTED BUTTE
76	711 BELLEVIEW	TRACT 1, BELLEVIEW RENAISSANCE SUBDIVISION
77	715 BELLEVIEW AVE	TRACT 2, BELLEVIEW RENAISSANCE SUBDIVISION
78	729 BELLEVIEW AVE	LOTS 29 & 30, BLOCK 63, CRESTED BUTTE
79	722 BELLEVIEW	LOTS 5 & 6, BLOCK 64, CRESTED BUTTE
80	814 BELLEVIEW	LOTS 9 & 10, BLOCK 65, CRESTED BUTTE
81	806 BELLEVIEW	LOTS 13 & 14, BLOCK 65, CRESTED BUTTE
82	803 RED LADY	LOTS 17 & 18, BLOCK 65, CRESTED BUTTE
83	831 RED LADY	PART OF LOTS 28-32, BLOCK 65, CRESTED BUTTE
84	814 WHITE ROCK	TRACT 5, BLOCK 66, VERZUH RANCH ANNEXATION, CRESTED BUTTE
85	810 1/2 SOPRIS AVE	TRACT 6, BLOCK 67, VERZUH RANCH ANNEXATION
86	807 WHITE ROCK	TRACT 7, BLOCK 67, VERZUH RANCH ANNEXATION, CRESTED BUTTE
87	826 ELK AVENUE	TRACT 2, BLOCK 68, VERZUH RANCH ANNEXATION, CRESTED BUTTE
88	905 ELK	TRACT 3, BLOCK 69, VERZUH RANCH ANNEXATION, CRESTED BUTTE
89	410 NINTH	TRACT 2, BLOCK 70, VERZUH RANCH ANNEXATION, CRESTED BUTTE
90	510 NINTH	TRACT 2, BLOCK 71, VERZUH RANCH ANNEXATION, CRESTED BUTTE
91	706 1/2 NINTH	TRACT 2, BLOCK 73, VERZUH RANCH ANNEXATION, CRESTED BUTTE
92	15 1/2 RUTHS	LOT 7, KAPUSHION SUBDIVISION
93	10 1/2 RUTHS	LOT 18, KAPUSHION SUBDIVISION
94	221 BUTTE	LOT 28, KAPUSHION SUBDIVISION
95	309 BUTTE AVE	LOT 33, KAPUSHION SUBDIVISION
96	123 ELK UNIT 5	UNIT 5, GREEN DRAKE CONDOMINIUMS, CRESTED BUTTE
97	311 ELK UNIT 2	UNIT 2, ROCKIN Z RANCH CONDOMINIUMS, CRESTED BUTTE
98	313 ELK	LOT 23, BLOCK 22, CRESTED BUTTE
99	405 ELK	LOTS 19 & 20, BLOCK 23, CRESTED BUTTE
100	315 SIXTH (APT)	LOT 23, BLOCK 24, CRESTED BUTTE
101	435 SIXTH	LOTS 27-29 & PART OF LOT 30, BLOCK 25, CRESTED BUTTE
102	400 1/2 ELK	UNIT 400, LICENSE PLATE PLAZA CONDOMINIUMS, CRESTED BUTTE
103	409 FOURTH	LOTS 1-4, BLOCK 27, CRESTED BUTTE
104	318 ELK UNIT 1	LOTS 8-10, BLOCK 27, CRESTED BUTTE
105	318 ELK UNIT 2	LOTS 8-10, BLOCK 27, CRESTED BUTTE
106	318 ELK UNIT 3	LOTS 8-10, BLOCK 27, CRESTED BUTTE
107	318 ELK UNIT 4	LOTS 8-10, BLOCK 27, CRESTED BUTTE
108	318 ELK UNIT 5	LOTS 8-10, BLOCK 27, CRESTED BUTTE
109	318 ELK UNIT 6	LOTS 8-10, BLOCK 27, CRESTED BUTTE
110	318 ELK UNIT 7	LOTS 8-10, BLOCK 27, CRESTED BUTTE
111	318 ELK UNIT 8	LOTS 8-10, BLOCK 27, CRESTED BUTTE
112	306 ELK UNIT A	TRACT 2, BLOCK 27 SUBDIVISION
113	306 ELK UNIT B	TRACT 2, BLOCK 27 SUBDIVISION
114	306 ELK UNIT C	TRACT 2, BLOCK 27 SUBDIVISION
115	306 ELK UNIT D	TRACT 2, BLOCK 27 SUBDIVISION
116	204 ELK AVE UNIT 300	LOT 14 & PART OF LOT 15, BLOCK 28, CRESTED BUTTE
117	122 ELK UNIT 10	UNIT 10, PENELOPE'S CONDOMINIUMS, CRESTED BUTTE
118	516 FIFTH	TRACT 2, ACADEMY SUBDIVISION
119	512 FIFTH	TRACT 1, ACADEMY SUBDIVISION
120	423 BELLEVIEW #3	UNIT 3, PHOENIX BUILDING COMMERCIAL CONDOMINIUMS, CRESTED BUTTE
121	309 BELLEVIEW 2	LOT 22 & PART OF LOTS 17-21, BLOCK 39, CRESTED BUTTE
122	309 BELLEVIEW 2B	LOT 22 & PART OF LOTS 17-21, BLOCK 39, CRESTED BUTTE
123	309 BELLEVIEW 2C	LOT 22 & PART OF LOTS 17-21, BLOCK 39, CRESTED BUTTE
124	315 BELLEVIEW #2A	UNIT 2A BELLEVIEW COMMERCIAL BUILDING CONDOMINIUMS, CRESTED BUTTE
125	315 BELLEVIEW 2C	UNIT 2C, BELLEVIEW COMMERCIAL BUILDING CONDOMINIUMS, CRESTED BUTTE
126	325 BELLEVIEW	PART OF LOTS 26-28, BLOCK 39, CRESTED BUTTE
127	611 FOURTH UNIT D	PART OF LOTS 30-32, BLOCK 39, CRESTED BUTTE
128	329 BELLEVIEW AVE	TRACT E, BLUE SKIES RESOURCES SUBDIVISION
129	329 BELLEVIEW AVE	TRACT E, BLUE SKIES RESOURCES SUBDIVISION
130	611 THIRD ST UNIT# B	UNIT B, BIG MINE CONDOMINIUMS, CRESTED BUTTE
131	611 THIRD ST UNIT# C	UNIT C, BIG MINE CONDOMINIUMS, CRESTED BUTTE
132	330 BELLEVIEW, APT 102	LOTS 1-4, BLOCK 46, CRESTED BUTTE
133	312 BELLEVIEW	LOTS 10 & 11, BLOCK 46, CRESTED BUTTE
134	300 BELLEVIEW UNIT 4	UNIT 4, LONE TREE CONDOMINIUMS, CRESTED BUTTE
135	300 BELLEVIEW UNIT 5	UNIT 5, LONE TREE CONDOMINIUMS, CRESTED BUTTE
136	300 BELLEVIEW UNIT 6	UNIT 6, LONE TREE CONDOMINIUMS, CRESTED BUTTE
137	300 BELLEVIEW UNIT 7	UNIT 7, LONE TREE CONDOMINIUMS, CRESTED BUTTE

138	306 BELLEVIEW	PART OF LOTS 12-16, BLOCK 46, CRESTED BUTTE
139	310 BELLEVIEW #4	UNIT 4, BELLEVIEW PARK CONDOMINIUMS, CRESTED BUTTE
140	310 BELLEVIEW #5	UNIT 5, BELLEVIEW PARK CONDOMINIUMS, CRESTED BUTTE
141	310 BELLEVIEW #6	UNIT 6, BELLEVIEW PARK CONDOMINIUMS, CRESTED BUTTE
142	317 RED LADY	LOTS 7, 8, 25 & 26, BLOCK 46, CRESTED BUTTE
143	719 FOURTH UNIT C	UNIT C, GIBSON RIDGE CONDOMINIUMS, CRESTED BUTTE
144	719 FOURTH UNIT D	UNIT D, GIBSON RIDGE CONDOMINIUMS, CRESTED BUTTE
145	420 BELLEVIEW (APT)	LOTS 7 & 8, BLOCK 47, CRESTED BUTTE
146	427 RED LADY UNITS B	LOT 29 & PART OF LOT 30, BLOCK 47, CRESTED BUTTE
147	427 RED LADY UNITS D	LOT 29 & PART OF LOT 30, BLOCK 47, CRESTED BUTTE
148	503 RED LADY #101	UNIT 101, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
149	503 RED LADY #103	UNIT 103, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
150	503 RED LADY #105	UNIT 105, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
151	525 RED LADY AVE UNIT# 241	UNIT 241-246, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
152	525 RED LADY AVE UNIT# 242	UNIT 241-246, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
153	525 RED LADY AVE UNIT# 243	UNIT 241-246, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
154	525 RED LADY AVE UNIT# 244	UNIT 241-246, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
155	525 RED LADY AVE UNIT# 245	UNIT 241-246, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
156	525 RED LADY AVE UNIT# 246	UNIT 241-246, MAJESTIC PLAZA CONDOMINIUMS, CRESTED BUTTE
157	16 SIXTH UNIT C	LOTS 17-21, BLOCK 56, CRESTED BUTTE
158	112 BUTTE AVE	LOT 1, PAUL REDDEN WORKFORCE HOUSING SUBDIVISION
159	114 BUTTE AVE	LOT 2, PAUL REDDEN WORKFORCE HOUSING SUBDIVISION
160	116 BUTTE AVE	LOT 3, PAUL REDDEN WORKFORCE HOUSING SUBDIVISION
161	118 SEVENTH ST UNIT# G	UNIT G, SOLSTICE CONDOMINIUMS, CRESTED BUTTE
162	521 WHITEROCK AVE	TRACT 2, ACADEMY SUBDIVISION
163	426 BELLEVIEW AVE #204	UNIT 204, HORSESHOE BUILDING CONDOMINIUMS, CRESTED BUTTE
164	426 BELLEVIEW AVE #205	UNIT 205, HORSESHOE BUILDING CONDOMINIUMS, CRESTED BUTTE
165	426 BELLEVIEW AVE #206	UNIT 206, HORSESHOE BUILDING CONDOMINIUMS, CRESTED BUTTE
166	602 BUTTE CONDO #2	UNIT 2, PARADISE DIVIDE CONDOMINIUMS, CRESTED BUTTE
167	329 MAROON UNIT B	LOTS 30-32, BLOCK 15, CRESTED BUTTE
168	628 TEOCALLI AVE UNIT# A6	UNIT 6, BLDG A, SLATE RIVER CONDOMINIUMS, CRESTED BUTTE
169	712 GOTHIC UNIT 1	LOTS 11 & 12, BLOCK 59, CRESTED BUTTE
170	712 GOTHIC UNIT 2	LOTS 11 & 12, BLOCK 59, CRESTED BUTTE
171	712 GOTHIC UNIT 3	LOTS 11 & 12, BLOCK 59, CRESTED BUTTE
172	712 GOTHIC UNIT 4	LOTS 11 & 12, BLOCK 59, CRESTED BUTTE
173	712 GOTHIC UNIT 5	LOTS 11 & 12, BLOCK 59, CRESTED BUTTE
174	712 GOTHIC UNIT 6	LOTS 11 & 12, BLOCK 59, CRESTED BUTTE
175	723 SOPRIS	LOTS 27 & 28, BLOCK 61, CRESTED BUTTE