

DECLARATION OF RESTRICTIVE COVENANT AND SERVITUDE (Restricted Parcels)

THIS DECLARATION OF RESTRICTIVE COVENANT AND SERVITUDE (Restricted Parcels) (this “**Servitude**”) is made as of the ____ day of September, 2024 (“**Effective Date**”), by Battle North, LLC, a Georgia limited liability company (together with its successors and assigns, “**Declarant**”).

RECITALS

This Servitude is made with reference to the following facts:

A. Declarant and the Town of Minturn, a home rule municipal corporation of the State of Colorado (“**Town**”) are parties to that certain Settlement Agreement approved by Minturn Town Council pursuant to Resolution 25 – Series 2023 and having an effective date of September 6, 2023 (as amended, “**Settlement Agreement**”).

B. As contemplated in the Settlement Agreement, Declarant processed and the Town approved the Battle Mountain North Exemption Plat recorded in the real property records of the Eagle County clerk and recorder’s office (“**Record(ed)(ing)**”) contemporaneously with the Effective Date (the “**Exemption Plat**”), which the Exemption Plat created sixteen (16) legally conveyable parcels (“**Parcel(s)**”).

C. The Settlement Agreement contemplated, *inter alia*, in connection with implementation of the Settlement (as defined therein) Declarant would:

1. Retain ownership of certain Parcels, which as created by the Exemption Plat are Parcels 7, 9, 13, 14, 15 and 16 (as may be further subdivided into buildable and conveyable lots, the “**Battle Retained Parcel(s)**”);

2. Retain ownership of certain other Parcels that would be encumbered by Recording certain instruments imposing restrictive covenants enforceable by and granting certain property interests to the Town (“**Restrictions**”), which as created by the Exemption Plat are Parcels 3, 4, 10 and 12 (“**Restricted Parcel(s)**”); and

3. Convey certain Parcels to the Town, which as created by the Exemption Plat are Parcels 1, 2, 5, 6, 8, and 11 (as may be further subdivided into buildable and conveyable lots, the “**Town Parcel(s)**”).

D. Some of the Parcels, including but not limited to Parcels 3 and 4, are subject to that certain Agreement Pertaining to Acquisition for Bolts Lake Reservoir Project by and among the Eagle River Water & Sanitation District, Upper Eagle Regional Water Authority (collectively, “**ERWSD/Authority**”), and Battle North, LLC (“**Reservoir Agreement**”), and also are subject to the terms and conditions of that certain special warranty deed Recorded on February 10, 2022 at Reception No. 202202329, and that certain Perpetual Easement Agreement (Eagle River Parcel) Recorded on February 10, 2022 at Reception No. 202202330 (collectively, “**Reservoir Instruments**”).

E. Parcels 3, 10, 11, and 12 are subject to certain restrictions and requirements (“**Agencies Requirements**”) imposed by the United States Environmental Protection Agency and/or the Colorado Department of Public Health and Environment (collectively, “**Agencies**”) pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 and the Notice of Environmental Use Restrictions imposed pursuant to C.R.S. Section 25-15-321.5 and Recorded on November 20, 2019, at Reception No. 201919761 (Parcel 10), Reception No. 201919762 (Parcel 3), Reception No. 201929763 (Parcels 11 and 12) and on May 24, 2021 at Reception No. 202112199 (Parcel 3).

F. As more particularly described therein, Section 7(b) of the Settlement Agreement anticipates the Restrictions will encumber different Restricted Parcels in different ways and on different terms that may include, as applicable, Recording of certain instruments which (collectively, the “**Restrictions Obligation**”) grant perpetual non-exclusive easements to the Town (as defined therein, “**Perpetual Easement Agreements**”); impose covenants that restrict use of the Restrictive Parcels (as defined therein, “**Restrictive Covenants**”) and grant to the Town options to acquire fee title to the Restricted Parcels (as defined therein, “**Purchase Option(s)**”).

G. In full satisfaction of the Restrictions Obligation, Declarant desires to execute and Record this Servitude as an encumbrance on the Restricted Parcels, for the benefit of the Battle Retained Property and the Town, and the Town desires to acknowledge the rights created herein and that such execution and Recording of this Servitude together with the execution and Recording of the separate Perpetual Easement Agreements and Purchase Options on title to each of the Restricted Parcels constitutes Declarant’s full satisfaction of Declarant’s obligations with respect to the Restrictions Obligation.

DECLARATION

NOW, THEREFORE, in consideration of the facts set forth in the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Declarant, Declarant hereby declares as follows:

Article 1 General Provisions

1.1 **Incorporation of Recitals.** The foregoing Recitals are incorporated in and made substantive provisions of this Servitude.

1.2 **Declarant Status.** Battle North, LLC will retain the status of Declarant for so long as it is fee title owner of any Restricted Parcel or any Battle Retained Parcel (or further subdivision thereof). By Recording a written assignment instrument, Battle North, LLC may assign such Declarant status and rights to a single successor fee title owner (“**Successor Declarant**”) of any Restricted Parcel or to any successor fee title owner of any Battle Retained Parcel (or further subdivision thereof) and such Declarant status and rights will thereafter vest in the Successor Declarant designated in such Recorded assignment instrument for so long as such Successor Declarant is fee title owner of any Restricted Parcel or any Battle Retained Parcel (or further subdivision thereof). A Successor Declarant may likewise further assign its Declarant status and rights. If Declarant or a Successor Declarant ceases to be fee title owner of any Battle Retained

Parcel (or further subdivision thereof) or any Restricted Parcel without having Recorded an assignment of Declarant status and rights, the fee title owner of the majority of the acreage within the Battle Retained Parcels (or further subdivision thereof) will become the Successor Declarant by operation of this Servitude and without the requirement of any further action, although such Successor Declarant may Record an instrument to provide notice thereof.

1.3 Effect of Recording of Servitude. During the period of time commencing upon Recording of this Servitude and continuing through and including the date, if any, on which a Termination Notice (defined in Section 3.1) is Recorded pursuant to Article 3 (the “**Term**”), this Servitude will:

- (a) effect and constitute an encumbrance on the Restricted Parcels;
- (b) impose a servitude running with title to the land comprising the Restricted Parcels at law;
- (c) bind all persons and entities having or acquiring any interest in the Battle Retained Parcels (or further subdivision thereof) and the Restricted Parcels or any part thereof;
- (d) inure to the benefit of and be binding upon every part of, and every interest in, the Battle Retained Parcels (or further subdivision thereof) and the Restricted Parcels;
- (e) be binding upon Declarant, all Successor Declarants and all other successor fee title owners (“**Successor Owner(s)**”) of all or part of the Battle Retained Parcels (or further subdivision thereof) and the Restricted Parcels; and
- (f) inure to the benefit of and be enforceable solely by the Town and, as applicable, Declarant or a Successor Declarant (the “**Enforcing Party(ies)**”).

1.4 Encumbrance Limited in Scope to Restricted Parcels. This Servitude burdens the Restricted Parcels only and does not burden or encumber, and will not be construed to encumber title to, any portion of the Battle Retained Parcels (or further subdivision thereof) or the Town Parcels.

1.5 Effect of Servitude. During the Term, Declarant and all Successor Owners (including but not limited to the Town) of the Restricted Parcels will own, hold and convey the Restricted Parcels subject to and in accordance with this Servitude.

1.6 Effect of Town Acknowledgement. By execution of the Town Acknowledgement and Consent page to this Servitude, the Town:

- (a) acknowledges that Declarant’s Recording of this Servitude and the Perpetual Easement Agreements and Purchase Options constitutes full and complete satisfaction regarding the Restrictions Obligation;
- (b) consents to the terms and conditions set forth in this Servitude regarding the Town’s performance of its obligations under this Servitude and as an Enforcing Party; and

(c) acknowledges that its rights as an Enforcing Party under this Servitude are in consideration of and dependent upon the Town's performance of the Town's obligations as set forth in this Servitude.

1.7 Non-Merger. Notwithstanding the fact that Declarant is the sole fee title owner of the Restricted Parcels as of the Effective Date, or that a Successor Declarant may at some future date be the sole fee title owner of the Restricted Parcels, Declarant does not intend for such ownership to result in, and such ownership will not be construed to result in, merger of this Servitude with such fee title ownership and/or to be construed to result in termination of any of the covenants, conditions, restrictions or Declarant rights created by this Servitude.

Article 2

Permitted Use and Restrictions

2.1 Restrictions on Use. For purposes of this Servitude, use of the Restricted Parcels is limited to the following uses and no others, which uses must be undertaken in compliance with and subject to the terms and conditions of the Agencies Requirements applicable, from time to time, to the particular Restricted Parcel(s) ("**Permitted Uses**"):

(a) All conditional, limited, and uses permitted by right in the Bolts Open Space and Recreational Zone as set forth in the Minturn Town Code (the "**Code**") at Section 16-10.5-70 as in effect as of the Effective Date, a copy of which is included as Exhibit A attached hereto.

(b) All uses and activities necessary or desirable to comply with or otherwise implement:

(i) all rights and obligations set forth in the Reservoir Instruments to the extent pertaining to any of the Restricted Parcels;

(ii) the Agencies Requirements and any other rules, regulations, permits, approvals, "**CERCLA Protections**" as defined in Section 5(g) of the Settlement Agreement, any other work plans for remediation or other activities approved by the Agencies prior or subsequent to the Effective Date ("**Work Plan(s)**"), and similar matters relating to compliance with the Agencies Requirements; and

(iii) with respect to Parcels 3 and 4 specifically, that certain Project Delivery Method dated December 2021 ("**OTP Work Plan**") and the Parcel 3 Remediation (defined in Section 2.2).

2.2 OTP Work Plan; Reservoir Agreement Obligations. As more fully set forth and described in the Reservoir Instruments, ERWSD/Authority acquired certain real property and related property interests in order to facilitate the construction, ownership and operation of an approximately 1,210 acre-foot water storage facility (as defined therein, "**Reservoir**") together with certain Reservoir-related water conveyance structures and related improvements to be located within, as applicable, areas of the Restricted Parcels, the Battle Retained Parcels and the Town Parcels (as defined therein, collectively, "**Reservoir Project**"). ERWSD/Authority has no

contractual obligation to Declarant to commence or complete the Reservoir Project within any specified time or at all. In anticipation of and preparation for ERWSD/Authority's prospective determination to commence the Reservoir Project, Declarant has obtained Agencies provisional approval of the OTP Work Plan, pursuant to which soils District/Authority excavates from the Reservoir site will be placed on Parcel 4 (Processing Area) in order to be processed and sorted prior to placement and compaction of the processed soils on Parcel 3 (OTP). For purposes of this Servitude, the Agencies issuance of a Certification of Completion upon completion of the processed soils placement on Parcel 3 pursuant to the OTP Work Plan together with the Agencies deletion of Parcel 3 from the National Priorities List (collectively, the "**Parcel 3 Remediation Certification**"), will constitute evidence that all appropriate and required response actions for Parcel 3 have been implemented and the releases of hazardous substances pose no significant threat to public health, welfare or the environment (the "**Parcel 3 Remediation**").

2.3 Additional Restrictions; Exceptions. Each of the Restricted Parcels, as applicable, will be subject to the following:

(a) Operation of heavy machinery, earth-moving activity, material processing activity, blasting activity, and any other Temporary Processing Area use activities within Parcel 3 and Parcel 4 may be conducted, except in the case of emergencies, only between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday and excluding public holidays.

(b) Subject to Section 2.3(d), prior to engaging in the activities described in Section 2.3(a), Declarant or a Successor Owner will submit to the Town for the Town's review and approval (in accordance with generally applicable standards set forth in the Code or in regulations and standards promulgated pursuant to the Code) a plan for mitigating the following impacts: (i) noise and vibration; (ii) dust, smoke and airborne particulates; (iii) erosion and sedimentation into water bodies; (iv) wildlife; and (v) public roads (debris and damage). The Town will administratively issue a decision to approve, approve with conditions or deny the proposed mitigation plan within thirty-five (35) days of submittal of such mitigation plan.

(c) Subject to Section 2.3(d), no vertical improvements (excluding temporary job site buildings) may be constructed or placed on the Restricted Parcels without the Town's prior written consent which may but is not required to be evidenced by, as applicable, the Town's approval or issuance of a site plan, design review, or building permit.

(d) Declarant and the Town have a mutual interest in the Parcel 3 Remediation being completed in a timely and efficient manner if and when ERWSD/Authority commences construction of the Reservoir and to avoid adverse impacts on the adjacent community, wildlife, and the environment. Accordingly, the Parties will cooperate and endeavor in good faith to administer, comply with, and enforce the restrictions set forth in Sections 2.3(a) and 2.3(c), including the mitigation plan(s) approved pursuant to Section 2.3(b), so as not to negate or materially and adversely impact performance of: (i) the OTP Work Plan within Parcel 3 and Parcel 4; (ii) any other uses, activities, rights and obligations relating to compliance with other Work Plans; (iii) any rules, regulations

and requirements necessary to comply with or implement Agencies Requirements; and (iv) the Reservoir Instruments. The Town acknowledges that CERCLA Section 121(e), 42 U.S.C. 9621(e), prohibits the Town from requiring a permit for activities conducted on Parcel 3 to the extent those activities are required by the Agencies pursuant to the Administrative Order on Consent for Response Action and Release and Waiver of CERCLA Lien, Docket No. CERCLA 08-2018-0009 and may supersede certain otherwise-applicable requirements of the Code referenced in Sections 2.3(a) and 2.3(b). In such circumstances, non-compliance will not be considered a breach of this Servitude.

(e) Within Parcel 10 and Parcel 12, the activities described in Sections 2.3(a) through 2.3(d) will instead be subject to such conditions as the Town imposes pursuant to generally applicable Code provisions.

(f) Except to solely and exclusively facilitate work done in furtherance of the Reservoir Instruments or the Work Plans, the Restricted Parcels will not be used for:

- (i) Concrete or asphalt batch plant
- (ii) Material processing
- (iii) Industrial purposes
- (iv) Mining
- (v) Waste collection, processing or recycling
- (vi) Vehicle repair or storage

(g) The use restrictions set forth in Section 2.3(f) will not be construed to preclude use of the Restricted Parcels for ground mounted solar energy systems or public works facilities and similar municipal uses.

(h) Restoration of Parcel 4. Within one calendar year of completion of the Temporary Processing Area uses on Parcel 4, as evidenced by the Agencies issuance of the Parcel 3 Remediation Certificate, Declarant or applicable Successor Owner will restore and revegetate Parcel 4 to a condition reasonably similar to the condition in place prior to the establishment of the Temporary Processing Area use.

2.4 Restrictions on Conveyance; District Ownership. Parcels 3, 10 and 12 are within the inclusion areas and service areas of Battle North Metropolitan District Nos. 1, 2, 3 or 4 (“**District(s)**”). Without the Town’s prior written consent, Declarant may convey one or more of the Restricted Parcels to any of the Districts; provided, however, Declarant will not cause, and the Districts’ service plans preclude, any Restricted Parcel to be included within the physical (taxing) boundaries of a District without the Town’s prior written consent, not to be unreasonably delayed, conditioned or withheld.

Article 3

Duration, Termination Or Abandonment

3.1 Duration. Unless this Servitude is terminated by Recording of a written instrument evidencing an intent to terminate this Servitude (a “**Termination Notice**”) in accordance with the terms and conditions of this Article 3, this Servitude will continue in effect and be an encumbrance on the Restricted Parcels in perpetuity.

3.2 Termination and Release. This Servitude may be terminated and released only as follows:

(a) By Agreement. The applicable Enforcing Parties may, by mutual agreement, terminate and release this Servitude by Recording of a Termination Notice that has been executed by an authorized representative of both:

(i) The Town, and

(ii) either Declarant or a Successor Declarant, as applicable.

3.3 Effect of Recording of a Termination Notice. From and after the date on which a Termination Notice is Recorded in accordance with the terms and conditions of this Article 3, Recording of the Termination Notice will be conclusive evidence, and will have the effect, of:

(a) this Servitude being null and void and of no further force or effect;

(b) the Restricted Parcels being fully released from the encumbrance of this Servitude;

(c) being binding and legally enforceable on each Enforcing Party;

(d) all Successor Declarants of all or any part of the real property comprising the Restricted Parcels being legally entitled to rely on and enforce such termination and release; and

(e) notwithstanding the foregoing, an Enforcing Party’s obligations or duties under this Servitude, if any, which remain undischarged as of or by their nature can be performed only after the date on which the Termination Notice is Recorded will survive termination and release of this Servitude and will remain binding and enforceable against such Enforcing Party thereafter until the same have been fully performed and discharged.

Article 4

Remedies

4.1 Generally. As between Enforcing Parties, an Enforcing Party asserting a default or breach of this Servitude by another Enforcing Party will have the right to pursue and be entitled to enforcement of this Servitude against such other Enforcing Party. As between an Enforcing Party and any third-party asserted to have violated or breached the terms and conditions of this Servitude,

such Enforcing Party will have the right and be entitled to enforcement of all remedies available at law or in equity against such third-party.

4.2 CGI Act. No term or condition of this Servitude will be construed or interpreted as an express or implied waiver by the Town of any provision of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

4.3 Cure. Prior to bringing any action for enforcement of any terms or obligations contained in this Servitude, the party alleging a breach will provide the other party with written notice of the alleged breach. The other party in receipt of such notice will have a period of three business days after receipt of such notice within which to effect a cure (or, if the breach or default is of a nature that it cannot reasonably be cured within such period, such longer period as may be reasonable under the circumstances with diligent effort).

Article 5

Miscellaneous

5.1 Amendments. The applicable Enforcing Parties may, by mutual agreement, amend this Servitude by Recording of a written instrument that has been executed by an authorized representative of both the Town and, as applicable, Declarant or a Successor Declarant. Any such amendment will be binding on and encumber the Restricted Parcels and will be binding on and enforceable against the Enforcing Parties, from and after the date on which such amendment is Recorded.

5.2 No Public Dedication. Nothing herein will be deemed or construed as a grant of a dedication to the Town or to the public of fee ownership interest, an easement, or any other or lesser estate in the Restricted Parcels. Declarant and any Successor Owner(s) of all or any portion of the Restricted Parcels will retain fee simple ownership of the Restricted Parcels, subject to this Servitude in accordance with the terms and conditions set forth herein.

5.3 No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Servitude, and all rights of action relating to such enforcement, will be strictly reserved to the Enforcing Parties, and nothing contained in this Servitude will give or allow any such claim or right of action by any third person. Any person other than an Enforcing Party that receives services or benefits under this Servitude will be deemed to be an incidental beneficiary only.

5.4 Entire Servitude. This instrument sets forth the entire Servitude regarding the matters addressed herein, and supersedes any previous communications, representations, or agreements, whether oral or written.

5.5 Recording. This Servitude has been Recorded as of the Effective Date.

5.6 Severability. If any provision of this Servitude is declared by any court of competent jurisdiction to be void or unenforceable, such decision will not affect the validity of any remaining provisions of this Servitude, which remaining provisions will continue in full force and effect to the extent not inequitable to or depriving an Enforcing Party of the material benefits of this Servitude under the facts and circumstances then pertaining. In lieu of such void or unenforceable provision, the Enforcing Parties having the right to execute amendments to this

Servitude, as provided in Section 5.1, will exercise good faith to so amend this Servitude in order to incorporate a provision materially similar in substance to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

5.7 Rules of Construction. The article and section headings which appear in this Servitude are for purposes of convenience and reference and are not in any sense to be construed as modifying the articles and sections in which they appear. References to the singular will include the plural, and to the plural will include the singular, and any reference to any one gender will be deemed to include and be applicable to all genders.

5.8 Interpretation. Nothing in this Servitude will be construed as constituting an amendment to the Code nor a restriction on the Town's right and authority to enforce the Code, including for activities occurring on the Restricted Parcels. Nothing in this Servitude constitutes an approval which may be required under the Code for the matters discussed in this Servitude nor an obligation of the Town to grant any approval which may be required under the Code for activities occurring on the Restricted Parcels.

5.9 Authority to Execute. The persons executing this Servitude, including the consent page hereto, represent and warrant that they are duly authorized to execute this Servitude on behalf of the respective signatory entities.

5.10 Governing Law; Venue; Waiver of Right to Jury Trial. This Servitude will be construed according to the laws of the State of Colorado. Venue will be in the district court for the State of Colorado, Eagle County, Colorado. To reduce the cost of and to expedite the resolution of disputes under this Servitude, **each Enforcing Party waives any and all right to request a jury trial in any civil action relating primarily to the enforcement of this Servitude.**

5.11 Attorneys' Fees. If any legal proceeding is commenced to enforce or interpret any provision of this Servitude, the substantially prevailing party in such suit will be entitled to recover its reasonable attorneys' fees and expenses from the non-prevailing party.

5.12 Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been properly given, received and effective: (a) if personally delivered, when actually given to and received by the applicable party; (b) if delivered by overnight courier service, on the next business day following deposit with such courier service; (c) if by email (pdf), on the same day if sent before 5:00 P.M. Mountain Time, or on the next business day if sent after 5:00 P.M. Mountain Time; or (d) if by registered or certified United States mail, postage prepaid, on the third business day after it is mailed. All such notices or other communications will be addressed as follows: All such notices or other communications will be addressed as follows:

If to Declarant: Battle North, LLC
164 Railroad Ave. [Physical]
P.O. Box 56 [mailing]
Minturn, CO 81645
Attention: Tim McGuire
Telephone: 802.473.0275
Email: tmcguire@acpcommunities.com

with required copies to: Crave Real Estate
3500 St. Jacques
Montreal, Quebec, Canada H4c1h2
Attention: Lorne Bassel
Telephone: 514.940.1199
Email: lbassel@craverealestate.com

ACP Communities, LLC
3284 Northside Parkway NW, Suite 570
Atlanta, Georgia 30327
Attention: Amy Wilde
Telephone: 404.334.0450
Email: awilde@acpcommunities.com

Otten Johnson Robinson Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, CO 80202
Attention: Munsey Ayers [020665-0009]
Telephone: 303.575.7555
Email: munsey@ottenjohnson.com

If to the Town: Town of Minturn
302 Pine Street
P.O. Box 309
Minturn, CO 81645
Attention: Town Manager
Telephone: (970) 827-5645
Email: manager@minturn.org

with a required copy to: Karp Neu Hanon PC
201 14th Street, Suite 200
P.O. Box 2030
Glenwood Springs, CO 81602
Attn: Michael J. Sawyer, Esq. (Minturn Town Attorney)
Telephone: (970) 945-2261
Email: mjs@mountainlawfirm.com

If to Successor Declarants:

To such address as such Successor Declarants deliver by written notice pursuant to this Section 5.12.

Notice of change of address must be given by written notice in the manner detailed in this Section 5.12.

5.13 Electronic Signatures; Counterparts. The facsimile, pdf or DocuSign signature of Declarant and the Town on this Servitude, or of any Successor Declarants on any amendment to this Servitude, or to any such party's notice delivered pursuant to this Servitude (and on any instrument required or permitted to be delivered to a party pursuant to this Servitude) will be deemed an original for all purposes. Amendments to this Servitude may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, will constitute a fully executed amendment to this Servitude and will be considered a single document.

[Signature Pages and Exhibits Follow This Page]

TOWN ACKNOWLEDGEMENT AND CONSENT

TOWN:

TOWN OF MINTURN,
a municipal corporation of the State of Colorado

By: _____
Name: Earle Bidez
Title: Mayor
Date: _____, 2024

ATTESTED by:

By: _____
Jay Brunvand, Town Clerk

APPROVED as to legal form:

By: _____
Michael J. Sawyer, Town Attorney

EXHIBIT A

Permitted Uses in the Bolts Open Space and Recreational Zone by Code Section 16-10.5-70

Sec. 16-10.5-70. – Permitted Use Table.

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
R – Use by right; C – Conditional use; L – Limited use; N – Not allowed				
Accessory apartments – residential building	R	R	N	N
Accessory apartment – mixed use building	N	R (on second floor or higher in mixed use buildings)	N	N
Accessory dwellings	R	R	N	N
Agricultural uses	N	N	N	N
Amusements	N	R	L	N
Automotive detail shops	N	N	N	N
Automotive parts sales	N	N	N	N
Bakeries and confectioneries	N	R	N	N
Bakeries and delicatessens with food service	N	R	N	N
Banks and financial institutions	N	R	N	N
Bed and breakfast	N	R	N	N
Business and office services	N	R	N	N
Car washes (stand-alone or accessory to a gas station use)	N	N	N	N
Club	N	R	N	N
Cocktail lounges, taverns	N	R	N	N
Commercial accommodations	N	R	N	N
Convenience stores	N	R	N	N
Day Spa	N	R	N	N
Delicatessens and specialty food stores	N	R	N	N
Drive-thru/up establishments	N	C	N	N
Drugstores and pharmacies	N	R	N	N
Dry cleaners	N	N	N	N
Duplexes	R	R	N	N
Garden landscaping supply and seed stores	N	R	N	N

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
Gas stations (with or without convenience store)	N	R	N	N
Grocery stores	N	R	N	N
Ground mounted solar energy systems, small scale wind systems, communications facilities and similar facilities	L	L	R	R
Haircare	N	R	N	N
Health/medical offices	N	R	N	N
Home business	L	L	N	N
Home occupation	L	L	N	N
Institutional uses	N	R	N	N
Laundries	N	N	N	N
Laundromats	N	R	N	N
Liquor stores	N	R	N	N
Manufacturing, light	N	N	N	N
Multi-family dwellings	R	R	N	N
Natural resource / material processing	N	N	C	N
Office uses	N	R	N	N
Open space (private and public)	R	R	R	N
Pawn shops	N	N	N	N
Photographic studios	N	R	N	N
Professional activities	N	R	N	N
Professional offices, business offices and studios	N	R	N	N
Public utilities and related public utility facilities, including, without limitation, any ERWSD facilities, the Bolts Water Treatment Plant, Bolts Water Treatment System, and Bolts Water Distribution System	R	R	R	R
Recreational facility (private and public)	C	R	R	R
Recreational uses, (outdoor, passive and active non-motorized) including but not limited to cross country skiing, mountain biking, equestrian, hiking, fishing	R	R	R	R
Restaurant	N	R	N	N

Use	Bolts Residential Zone	Bolts Mixed Use District	Bolts Open Space and Recreational Zone	Bolts Holding Zone
Retail	N	R	N	N
Single-family residential dwellings	R	R	N	N
Small appliance repair shops, excluding furniture repair	N	R	N	N
Spa/wellness center	N	R	N	N
Tailors and dressmakers	N	R	N	N
Temporary processing area	N	N	R (Processing Area and OTP, subject to restrictions of record for the benefit of and enforceable by Town) C (other than Processing Area and OTP)	N
Theaters, meeting rooms, churches and convention centers	N	C	N	N
Travel and ticket agencies	N	R	N	N