

## CHAPTER 18 - SUBDIVISION LAWS

### Notes:



12-61-401. Definitions As used in this part 4, unless the context otherwise requires:

(1) "Commission" means the real estate commission established under section 12-61-105.

(2) "Developer" means any person, as defined in section 2-4-401 (8), C.R.S. which participates as owner, promoter, or sales agent in the promotion, sale, or lease of a subdivision or any part thereof.

(3) (a) "Subdivision" means any real property divided into twenty or more interests intended solely for residential use and offered for sale, lease, or transfer.

(b) (I) The term "subdivision" also includes:

(A) The conversion of an existing structure into a common interest community of **twenty or more residential units**, as defined in Article 33.3 of Title 38, C.R.S.;

(B) A group of twenty or more time shares intended for residential use; and

(C) A group of twenty or more proprietary leases in a cooperative housing corporation, as defined in article 33.5 of title 38, C.R.S.

(II) The term "subdivision" **does not include**:

(A) The selling of memberships in **campgrounds**;

(B) **Bulk sales** and transfers between developers;

(C) Property upon which there has been or upon which there will be **erected residential buildings** that have **not been previously occupied** and where the consideration paid for such property **includes the cost** of such buildings;

(D) Lots which, at the time of closing of a sale or occupancy under a lease, are situated on a street or road and street or road system improved to standards at least equal to streets and roads maintained by the county, city, or town in which the lots are located; have a feasible plan to provide potable water and sewage disposal; and have telephone and electricity facilities and systems adequate to serve the lots, which facilities and systems are installed and in place on the lots or in a street, road, or easement adjacent to the lots and which facilities and systems comply with applicable state, county, municipal, or other local laws, rules, and regulations; or any subdivision that has been or is required to be approved after September 1, 1972 by a regional, county, or municipal planning authority pursuant to Article 28 of Title 30 or Article 23 of Title 31, C.R.S.;

(E) Sales by public officials in the official conduct of their duties.

(4) "Time Share" means a time share estate, as defined in section 38-33-110(5), C.R.S., or a time share use, but the term does not include group reservations made for convention purposes as a single transaction with a hotel, motel, or condominium owner or association. For the purpose of this subsection (4), "time share use" means a contractual or membership right of occupancy (which cannot be terminated at the will of the owner) for life or for a term of years, to the recurrent, exclusive use or occupancy of a lot, parcel, unit, or specific or nonspecific segment of real property, annually or on some other periodic basis,



for a period of time that has been or will be allotted from the use or occupancy periods into which the property has been divided.

**12-61-402. Registration required.**

(1) Unless exempt under the provisions of section 12-61-401(3), a developer, before selling, leasing, or transferring or agreeing or negotiating to sell, lease, or transfer, directly or indirectly, any subdivision or any part thereof, shall register pursuant to this part 4.

(2) Upon approval by the commission, a developer who has applied for registration pursuant to section 12-61-403 may offer reservations in a subdivision during the pendency of such application and until such application is granted or denied if the fees for such reservations are held in trust by an independent third party and are fully refundable.

**LICENSEE'S RESPONSIBILITIES**

A real estate licensee cannot be expected to be completely familiar with all county and municipal planning laws, regulations, ordinances and zoning requirements. However, the licensee in negotiations should be very much aware of the existence of these laws, ordinances, zoning requirements, etc. It is only too easy to misrepresent property through ignorance. If uninformed, the licensee should seek the information from the proper source before making a representation, or the licensee should refer prospective clients to the proper source of the information.

Some facts should be known to the licensee through reading or logic, such as:

(1) That the sale of a portion of a seller's land divides the land into two parcels and that a subdivision is created which must be approved by the proper authorities.

(2) That if a structure is suitable for conversion into a duplex and/or a four-plex does not in itself mean that such a conversion does not violate the law.

(3) That if you know the area is zoned for keeping horses, it does not necessarily follow that the acreage of the property is great enough.

(4) That even if an area is zoned for a home business, there may be a prohibition against having employees. Other complexities may also arise through various branches of local government involving utilities existent and future utilities. Representations concerning future services, zoning variances, etc. may endanger both the public and the licensee.

The conversion of an existing building into a common interest community complex or the division of a single condominium unit into "time-shares" or "interval estates" also may be a subdivision under county planning laws and most certainly are a subdivision as defined in C.R.S. 12-61-401(3) and subject to the registration requirements of Title 12, Article 61, Part 4 C.R.S.

A stock cooperative or cooperative housing corporation is defined in this chapter and in Colorado are considered subdivisions of real estate. The sale of these

"apartments" is accomplished by way of a transfer of a stock certificate, together with a proprietary lease. In most states, the sale of the stock, together with the lease, would be considered the sale of a security and would fall under the jurisdiction of the Division of Securities. In Colorado, such sales are exempted from the Securities Act and the sales of such interests are declared to be real estate. This was accomplished by Title 38, Article 33.5, C.R.S. printed in this chapter. Therefore, such cooperatives must be registered as subdivisions and the sale of the stock and proprietary leases must be performed by licensed brokers and salespersons. The Act also provides that commercial banks and savings and loan associations may make a first mortgage loan on the stock and proprietary lease of each "apartment owner".

### **CONDOMINIUM OWNERSHIP ACT - TITLE 38, ARTICLE 33, C.R.S.**

Also see Colorado Common Interest Ownership Act which superseded this Condominium Ownership Act Effective July 1, 1992

Note: The portions printed below are only the those portions of the old condominium act that pertain to timeshare and conversion projects and that are still in place. The Condominium Act was superseded by the Colorado Common Interest Ownership Act July 1, 1992.

#### **38-33-110. Time sharing - definitions.**

As used in this section and section 38-33-111, unless the context otherwise requires:

(1) (a) "Interval estate" means a combination of:

(I) An estate for years terminating on a date certain, during which years title to a time share unit circulates among the interval owners in accordance with a fixed schedule, vesting in each such interval owner in turn for a period of time established by the said schedule, with the series thus established recurring annually until the arrival of the date certain; and

(II) A vested future interest in the same unit, consisting of an undivided interest in the remainder in fee simple, the magnitude of the future interest having been established by the time of the creation of the interval estate either by the project instruments or by the deed conveying the interval estate. The estate for years shall not be deemed to merge with the future interest, but neither the estate for years nor the future interest shall be conveyed or encumbered separately from the other.

(b) "Interval estate" also means an estate for years as described in subparagraph (1) of paragraph (a) of this subsection (1), where the remainder estate, as defined either by the project instruments or by the deed conveying the interval estate, is retained by the developer or his successors in interest.

(2) "Interval owner" means a person vested with legal title to an interval estate.

(3) "Interval unit" means a unit the title to which is or is to be divided into interval estates.

(4) "Project instruments" means the declaration, the bylaws, and any other set of restrictions or restrictive covenants, by whatever name denominated, which limit or restrict the use or occupancy of condominium units. "Project instruments" includes any lawful amendments to such instruments. "Project instruments" does

not include any ordinance or other public regulation governing subdivisions, zoning, or other land use matters.

(5) "Time share estate" means either an interval estate or a time-span estate.

(6) "Time share owner" means a person vested with legal title to a time share estate.

(7) "Time share unit" means a unit the title to which is or is to be divided either into interval estates or time-span estates.

(8) "Time-span estate" means a combination of:

(a) An undivided interest in a present estate in fee simple in a unit, the magnitude of the interest having been established by the time of the creation of the time-span estate either by the project instruments or by the deed conveying the time-span estate; and

(b) An exclusive right to possession and occupancy of the unit during an annually recurring period of time defined and established by a recorded schedule set forth or referred to in the deed conveying the time-span estate.

(9) "Time-span owner" means a person vested with legal title to a time-span estate.

(10) "Time-span unit" means a unit the title to which is or is to be divided into time-span estates.

(11) "Unit owner" means a person vested with legal title to a unit, and in the case of a time share unit, "unit owner" means all of the time share owners of that unit. When an estate is subject to a deed of trust or a trust deed "unit owner" means the person entitled to beneficial enjoyment of the estate and not to any trustee or trustees holding title merely as security for an obligation.

### **38-33-111. Special provisions applicable to time share ownership.**

(1) No time share estates shall be created with respect to any condominium unit except pursuant to provisions in the project instruments expressly permitting the creation of such estates. Each time share estate shall constitute for all purposes an estate or interest in real property, separate and distinct from all other time share estates in the same unit or any other unit, and such estates maybe separately conveyed and encumbered.

(2) Repealed, effective May 22, 1979

(3) With respect to each time share unit, each owner of a time share estate therein shall be individually liable to the unit owners' association or corporation for all assessments, property taxes both real and personal, and charges levied pursuant to the project instruments against or with respect to that unit, and such association or corporation shall be liable for the payment thereof, except to the extent that such instruments provide to the contrary. However, with respect to each other, each time share owner shall be responsible only for a fraction of such assessments, property taxes both real and personal, and charges proportionate to the magnitude of his undivided interest in the fee to the unit.

(4) No person shall have standing to bring suit for partition of any time share unit except in accordance with such procedures, conditions, restrictions, and limitations as the project instruments and the deeds to the time share estates may specify. Upon the entry of a final order in such a suit, it shall be conclusively presumed that all such procedures, conditions, restrictions, and limitations were adhered to.

(5) In the event that any condemnation award, any insurance proceeds, the proceeds of any sale, or any other sums shall become payable to all of the time share owners of a unit, the portion payable to each time share owner shall be proportionate to the magnitude of his undivided interest in the fee to the unit.

**38-33-112. Notification to residential tenants.**

(1) A developer who converts an existing multiple-unit dwelling into condominium units, upon recording of the declaration as required by section 38-33-105, shall notify each residential tenant of the dwelling of such conversion.

(2) Such notice shall be in writing and shall be sent by certified or registered mail, postage prepaid, and return receipt provided. Notice is complete upon mailing to the tenant at the tenant's last known address. Notice may also be made by delivery in person to the tenant of a copy of such written notice, in which event notice is complete upon such delivery.

(3) Said notice constitutes the notice to terminate the tenancy as provided by section 13-40-107, C.R.S.; except that no residential tenancy shall be terminated prior to the expiration date of the existing lease agreement, if any, unless consented to by both the tenant and the developer. If the term of the lease has less than ninety days remaining when notification is mailed or delivered, as the case may be, or if there is no written lease agreement, residential tenancy may not be terminated by the developer less than ninety days after the date the notice is mailed or delivered, as the case may be, to the tenant, unless consented to by both the tenant and the developer. The return receipt shall be prima facie evidence of receipt of notice. If the term of the lease has less than ninety days remaining when notification is mailed or delivered, as the case may be, the tenant may hold over for the remainder of said ninety-day period under the same terms and conditions of the lease agreement if the tenant makes timely rental payments and performs other conditions of the lease agreement.

(4) The tenancy may be terminated within the ninety days prescribed in subsection (3) of this section upon agreement by the tenant in consideration of the payment of all moving expenses by the developer or for such other consideration as mutually agreed upon. Such tenancy may also be terminated within the ninety days prescribed in subsection (3) of this section upon failure by the tenant to make timely rental or lease payments.

(5) Any person who applies for a residential tenancy after the recording of the declaration shall be informed of this recording at the time of application, and any leases executed after such recording may provide for termination within less than ninety days provided that the terms of the lease conspicuously disclose the intention to convert the property containing the leased premises to condominium ownership.

(6) The general assembly hereby finds and declares that the notification procedure set forth in this section is a matter of statewide concern. No county, municipality, or other political subdivision whether or not vested with home rule powers under article XX of the Colorado constitution, shall adopt or enforce any ordinance, rule, regulation, or policy which conflicts with the provisions of this section.

**38-33-113. License to sell condominiums and time shares.**

The general assembly hereby finds and declares that the licensing of persons to sell condominiums and time shares is a matter of statewide concern.

**COLORADO COMMON INTEREST OWNERSHIP ACT****38-33.3-101. Short title.**

This article shall be known and may be cited as the "Colorado Common Interest Ownership Act".

**38-33.3-102. Legislative declaration.**

(1) The general assembly hereby finds, determines, and declares, as follows:

(a) That it is in the best interests of the state and its citizens to establish a clear, comprehensive, and uniform framework for the creation and operation of common interest communities;

(b) That the continuation of the economic prosperity of Colorado is dependent upon the strengthening of homeowner associations in common interest communities financially through the setting of budget guidelines, the creation of statutory assessment liens, the granting of six months' lien priority, the facilitation of borrowing, and more certain powers in the association to sue on behalf of the owners and through enhancing the financial stability of associations by increasing the association's powers to collect delinquent assessments, late charges, fines, and enforcement costs;

(c) That it is the policy of this state to give developers flexible development rights with specific obligations within a uniform structure of development of a common interest community that extends through the transition to owner control;

(d) That it is the policy of this state to promote effective and efficient property management through defined operational requirements that preserve flexibility for such homeowner associations;

(e) That it is the policy of this state to promote the availability of funds for financing the development of such homeowner associations by enabling lenders to extend the financial services to a greater market on a safer, more predictable basis because of standardized practices and prudent insurance and risk management obligations.

**38-33.3-103. Definitions.**

As used in the declaration and bylaws of an association, unless specifically provided otherwise or unless the context otherwise requires, and in this article:

(1) "Affiliate of a declarant" means any person who controls, is controlled by, or is under common control with a declarant. A person controls a declarant if the person: is a general partner, officer, director, or employee of the declarant; directly or indirectly, or acting in concert with one or more other persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests of the declarant; controls in any manner the election of a majority of the directors of the declarant, or has contributed more than twenty percent of the capital of the declarant. A person is controlled by a declarant if the declarant: is a general partner, officer, director, or employee of the person; directly or indirectly, or



acting in concert with one or more other persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent of the voting interests of the person; controls in any manner the election of a majority of the directors of the person; or has contributed more than twenty percent of the capital of the person. Control does not exist if the powers described in this subsection (1) are held solely as security for an obligation and are not exercised.

(2) "Allocated interests" means the following interests allocated to each unit:

(a) In a condominium, the undivided interest in the common elements, the common expense liability, and votes in the association;

(b) In a cooperative, the common expense liability and the ownership interest and votes in the association; and

(c) In a planned community, the common expense liability and votes in the association.

(2.5) "Approved for Development" means that all or some portion of a particular parcel of real property is zoned or otherwise approved for construction of residential and other improvements and authorized for specified densities by the local land use authority having jurisdiction over such real property and includes any conceptual or final planned unit development approval.

(3) "Association" or "unit owners' association" means a unit owners' association organized under section 38-33.3-301.

(4) "Bylaws" means any instruments, however denominated, which are adopted by the association for the regulation and management of the association, including any amendments to those instruments.

(5) "Common elements" means:

(a) In a condominium or cooperative, all portions of the condominium or cooperative other than the units; and

(b) In a planned community, any real estate within a planned community owned or leased by the association, other than a unit.

(6) "Common expense liability" means the liability for common expenses allocated to each unit pursuant to section 38-33.3-207.

(7) "Common expenses" means expenditures made or liabilities incurred by or on behalf of the association, together with any allocations to reserves.

(8) "Common interest community" means real estate described in a declaration with respect to which a person, by virtue of such person's ownership of a unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in a declaration. Ownership of a unit does not include holding a leasehold interest in a unit of less than forty years, including renewal options. The period of the leasehold interest, including renewal options, is measured from the date the initial term commences.

(9) "Condominium" means a common interest community in which portions of the real estate are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the separate ownership portions. A common interest community is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

- (10) "Cooperative" means a common interest community in which the real property is owned by an association, each member of which is entitled by virtue of such member's ownership interest in the association to exclusive possession of a unit.
- (11) "Dealer" means a person in the business of selling units for such person's own account.
- (12) "Declarant" means any person or group of persons acting in concert who:
- (a) As part of a common promotional plan, offers to dispose of to a purchaser such declarant's interest in a unit not previously disposed of to a purchaser; or
  - (b) Reserves or succeeds to any special declarant right.
- (13) "Declaration" means any recorded instruments however denominated, that create a common interest community, including any amendments to those instruments and also including, but not limited to, plats and maps.
- (14) "Development rights" means any right or combination of rights reserved by a declarant in the declaration to:
- (a) Add real estate to a common interest community;
  - (b) Create units, common elements, or limited common elements within a common interest community;
  - (c) Subdivide units or convert units into common elements; or
  - (d) Withdraw real estate from a common interest community.
- (15) "Dispose" or "disposition" means a voluntary transfer of any legal or equitable interest in a unit, but the term does not include the transfer or release of a security interest.
- (16) "Executive board" means the body, regardless of name, designated in the declaration to act on behalf of the association.
- (16.5) "Horizontal boundary" means a plane of elevation relative to a described bench mark that defines either a lower or an upper dimension of a unit such that the real estate respectively below or above the defined plane is not a part of the unit.
- (17) "Identifying number" means a symbol or address that identifies only one unit in a common interest community.
- (17.5) "Large planned community" means a planned community that meets the criteria set forth in section 38-33.3-116.3 (1).
- (18) "Leasehold common interest community" means a common interest community in which all or a portion of the real estate is subject to a lease, the expiration or termination of which will terminate the common interest community or reduce its size.
- (19) "Limited common element" means a portion of the common elements allocated by the declaration or by operation of section 38-33.3-202 (1) (b) or (1) (d) for the exclusive use of one or more units but fewer than all of the units.
- (19.5) "Map" means that part of a declaration that depicts all or any portion of a common interest community in three dimensions, is executed by a person that is authorized by this title to execute a declaration relating to the common interest community, and is recorded in the real estate records in every county in which any portion of the common interest community is located. A map is required for a



common interest community with units having a horizontal boundary. A map and a plat may be combined in one instrument.

(20) "Master association" means an organization that is authorized to exercise some or all of the powers of one or more associations on behalf of one or more common interest communities or for the benefit of the unit owners of one or more common interest communities.

(21) "Person" means a natural persons a corporation, a partnership, an association, a trust or any other entity or any combination thereof.

(22) "Planned community" means a common interest community that is not a condominium or cooperative. A condominium or cooperative may be part of a planned community.

(22.5) "Plat" means that part of a declaration that is a land survey plat as set forth in section 38-51-105, depicts all or any portion of a common interest community in two dimensions is executed by a person that is authorized by this title to execute a declaration relating to the common interest community, and is recorded in the real estate records in every county in which any portion of the common interest community is located. A plat and a map may be combined in one instrument.

(23) "Proprietary lease" means an agreement with the association pursuant to which a member is entitled to exclusive possession of a unit in a cooperative.

(24) "Purchaser" means a person, other than a declarant or a dealers who by means of a transfer acquires a legal or equitable interest in a unit, other than:

(a) A leasehold interest in a unit of less than forty years, including renewal options, with the period of the leasehold interests including renewal options, being measured from the date the initial term commences; or

(b) A security interest.

(25) "Real estate" means any leasehold or other estate or interest in, over, or under land including structures, fixtures, and other improvements and interests that, by customs usage, or laws pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels with or without horizontal boundaries and spaces that may be filled with air or water.

(26) "Residential use" means use for dwelling or recreational purposes but does not include spaces or units primarily used for commercial income from, or service to, the public.

(27) "Rules and regulations" means any instruments, however denominated, which are adopted by the association for the regulation and management of the common interest community, including any amendment to those instruments.

(28) "Security interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

(29) "Special declarant rights" means rights reserved for the benefit of a declarant to perform the following acts as specified in parts 2 and 3 of this article: To complete improvements indicated on plats and maps filed with the declaration; to exercise any development right; to maintain sales offices, management offices, signs advertising the common interest community, and models; to use easements through the common elements for the purpose of making improvements within the common interest community or within real estate which may be added to the common interest community; to make the common interest community subject to a master association; to merge or consolidate a common interest community of the same form of ownership; or to appoint or remove any officer of the association or any executive board member during any period of declarant control.

(30) "Unit" means a physical portion of the common interest community which is designated for separate ownership or occupancy and the boundaries of which are described in or determined from the declaration. If a unit in a cooperative is owned by a unit owner or is sold, conveyed, voluntarily or involuntarily encumbered, or otherwise transferred by a unit owner, the interest in that unit which is owned, sold, conveyed, encumbered, or otherwise transferred is the right to possession of that unit under a proprietary lease, coupled with the allocated interests of that unit, and the association's interest in that unit is not thereby affected.

(31) "Unit owner" means the declarant or other person who owns a unit, or a lessee of a unit in a leasehold common interest community whose lease expires simultaneously with any lease, the expiration or termination of which will remove the unit from the common interest community but does not include a person having an interest in a unit solely as security for an obligation. In a condominium or planned community, the declarant is the owner of any unit created by the declaration until that unit is conveyed to another person, in a cooperative, the declarant is treated as the owner of any unit to which allocated interests have been allocated pursuant to section 38-33.3-207 until that unit has been conveyed to another person, who may or may not be a declarant under this article.

(32) "Vertical boundary" means the defined limit of a unit that is not a horizontal boundary of that unit.

## **MUNICIPAL PLANNING AND ZONING LAWS**

As to the incorporated areas of the state, Title 31-23-101 through 313 concerns municipal planning and zoning. A "subdivision" also is defined as a division of a parcel of land into two or more parcels. The definition includes condominiums, apartments and multiple-dwelling units.

A municipal planning commission is created which must make or adopt a master plan which, among other things, includes a zoning plan. This planning commission has all the powers of a zoning commission.

The zoning commission must approve subdivisions and if sales of land are made from an un-approved subdivision, there is a monetary penalty and the zoning

commission may also enjoin any such sale. Please note that even though the subdivision act 12-61-402 (2) C.R.S. allows for the use of a reservation agreement prior to final approval by the "Real Estate Commission", the developer should check with the municipality regarding the use of reservation agreements. The governing body of a municipality provides for the appointment of a board of adjustment that hears appeals made from any ordinance or order of any administrative official. This board may grant variances from an ordinance or reverse an order.

## **COUNTY PLANNING LAWS**

In addition to the provisions of the subdivision act, jurisdiction concerning the use of the land within Colorado also falls within the powers of the county commissioners of each county. The county commissioners have the authority to enact zoning law for un-incorporated areas and many counties have done so. Prior to surveying and offering subdivided property, the developer (and real estate licensees) should contact the county planning and zoning department regarding procedures for compliance with the county's requirements.

In regard to county commissioner's jurisdiction, 30-28-101 through 209 C.R.S. defines a subdivision as any parcel of land which is divided into two or more parcels, separate interests, or interests in common. "Interests" means interests in surface land or in the air above the surface of the land but excludes sub-surface interests. Divisions of land which create parcels of 35 acres or more and none of which is intended for use by multiple owners are exempt.



Condominiums, apartments and multiple dwellings are included in the definition, unless they had been previously included in a filing with substantially the same density.

Subdivisions must submit the following information to the county authorities before sales within the subdivision:

- (1) Survey and ownership.
- (2) Site characteristics, such as topography, etc.
- (3) A plat showing the plan of development and plan of the completed development.
- (4) Estimates of the water and sewage requirements, streets, utilities, and related facilities and estimated construction cost.
- (5) Evidence to ensure an adequate supply of potable water.
- (6) Dedication of areas for public facilities.

Upon request of a complete preliminary plan, copies will be distributed to 10 interested public agencies for recommendations. An approved plat must be recorded before any lots are sold.

No plat would be approved until the subdivision has submitted a subdivision improvement contract agreeing to construct the required improvements

accompanied by collateral sufficient to ensure the completion of the improvements.

A final plat of the subdivision must be approved by the county commissioners before it will be filed and recorded. Violations by a subdivider or agent of a subdivider are punishable by a fine of up to \$1000 for each parcel sold or offered for sale by a subdivider or agent of a subdivider. A sale made before a final plat is approved is considered prima facie evidence of a fraudulent sale and is grounds for the purchaser voiding the sale. The county commissioners also have the power to bring an action to enjoin any subdivider from offering to sell undivided land before a final plat has been approved.

Please note that even though the subdivision act 12-61-402 (2) C.R.S. allows for the use of a reservation agreement prior to final approval by the "Real Estate Commission", the developer should check with the county officials regarding the use of reservation agreements approved by the Real Estate Commission prior to county approval.

### **COLORADO LAND USE COMMISSION**

The Colorado Land Use Commission within the office of the governor, consists of nine members appointed by the Governor. (24-65-103, C.R.S.)

The land use commission stands in an advisory position to the county commissioners and establishes guidelines for subdivision regulations. If the counties fail to promulgate regulations concerning subdivisions or land use, the land use commission will promulgate such regulations.

The commission also researches the problems of land use and is aided by an advisory committee appointed by the commission and composed of one from each of the following interests: utilities, communication, transportation, petroleum, municipal government, county government, regional planning commissioners, conservation, livestock, construction, African-American community, Hispanic community, mining, industrial, agriculture, land development, recreation, timber, real estate and water. Four members of the general assembly are also appointed to the advisory committee.

The land use commission makes specific recommendations for implementation of measures they consider necessary directly to the governor and the general assembly for their action. If the commission determines that there is in progress a land development activity which constitutes a danger of irreparable injury, loss, or damage of serious and major proportions to the public health, welfare, or safety, the commission will immediately give notice to the county commissioners and if they do not remedy the situation, the information goes to the governor who may issue a cease and desist order and if the order is not complied with, the commission may take injunctive action through the district court.

A licensee cannot be expected to be completely familiar with all county and municipal planning laws, regulations, ordinances and zoning requirements. However, the licensee in negotiations should be very much aware of the existence of these laws, ordinances, zoning requirements, etc. It is only too easy to misrepresent property through ignorance. If uninformed, the licensee should seek the information from the proper source before making a representation, or the licensee should refer prospective clients to the proper source of the information.

