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**MASTER DEED RESTRICTION AGREEMENT
FOR THE OCCUPANCY AND RESALE OF
UNITS AT OPHIR MOUNTAIN VILLAGE**

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**MASTER DEED RESTRICTION AGREEMENT
FOR THE OCCUPANCY AND RESALE OF
UNITS AT OPHIR MOUNTAIN VILLAGE**

THIS MASTER DEED RESTRICTION AGREEMENT FOR THE OCCUPANCY AND RESALE OF UNITS AT OPHIR MOUNTAIN VILLAGE ("Agreement") is made and entered into this 30th day of May, 1997, by SUMMIT COUNTY, a public body and political subdivision of the State of Colorado ("Summit County"), and SUMMIT COUNTY HOUSING AUTHORITY, a statutory housing authority organized under the laws of the State of Colorado ("Housing Authority").

WITNESSETH:

WHEREAS, Summit County is the owner of a parcel of real property described on Exhibit A ("Land") which is being held by Summit County for the purpose of providing affordable housing to qualified residents in Summit County, Colorado;

WHEREAS, the Housing Authority is organized for public purposes that include the provision of affordable housing within Summit County, Colorado;

WHEREAS, pursuant to the Land Lease for Affordable Housing Development effective January 13, 1997, recorded March 25, 1997 under Reception No. 535670 and on April 29, 1997 under Reception No. 538024 of the Summit County Clerk and Recorder's records (the "Lease"); and the Development Agreement, recorded contemporaneously herewith in the Summit County Clerk and Recorder's records; and to which agreements Summit County and the Housing Authority are parties, the Housing Authority will develop an affordable residential leasehold condominium community on the Land to be known as OPHIR MOUNTAIN VILLAGE; and

WHEREAS, the Housing Authority, as Declarant, shall submit the leasehold estate created by the Lease and all the condominium Units, appurtenances, improvements and fixtures to be constructed thereon, as further depicted on Exhibit B attached hereto (collectively the "Property"), to the provisions of the Colorado Common Interest Ownership Act, and to that end shall record contemporaneously herewith a Declaration for Ophir Mountain Village in the Summit County Clerk and Recorder's records; and

WHEREAS, the parties desire to restrict the acquisition, leasing and resale of condominium Units in the Property to "Qualified Buyers" and "Qualified Residents" as those terms are defined herein and as those terms may be further defined in the Intergovernmental Agreement ("IGA") adopted by Summit County and the Housing Authority, as the same may be amended from time to time;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the promises and covenants hereinafter set forth, the parties hereby declare, covenant and agree as follows:

ARTICLE I
DEFINITIONS

- A. Declaration Definitions Apply. Unless expressly provided in this Agreement, the definitions set forth in the Declaration for Ophir Mountain Village, recorded contemporaneously herewith in the Summit County Clerk and Recorder's records (the "Declaration"), shall apply to this Agreement.
- B. Act. "Act" shall mean and refer to the Colorado Common Interest Ownership Act, sections 38-33.3-101 *et seq.*, C.R.S., as amended from time to time.
- C. Association. "Association" shall mean and refer to Ophir Mountain Village Homeowners' Association, Inc., a Colorado nonprofit corporation, and its successors and assigns.
- D. Common Elements. "Common Elements" shall mean and refer to all of the Property, as hereafter defined, except the Units. Common Elements shall be divided into two categories:
1. "General Common Elements" shall mean and refer to all Common Elements except all Limited Common Elements, and may be designated by abbreviation on the Condominium Map as "GCE."
 2. "Limited Common Elements" shall mean and refer to those Common Elements designated or reserved in the Declaration or on the Condominium Map for the exclusive use by one or more, but fewer than all, of the Owners of Units, and may be designated by abbreviation on the Condominium Map as "LCE."
- E. Condominium Map. "Condominium Map" shall mean and refer to that certain map, recorded against the Property in the real estate records of Summit County, that depicts all or any portion of the Property in three dimensions, meeting the requirements of a land survey plat as set forth in section 38-51-105, C.R.S., and further meeting the requirements of the Act, and shall include any supplements or amendments thereto.
- F. First Mortgage. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the Clerk and Recorder of Summit County, Colorado, encumbering any Unit having priority of record over all other recorded liens except those liens made superior by statute.
- G. First Mortgagee. "First Mortgagee" shall mean and include the holder or beneficiary of any recorded First Mortgage.
- H. IGA. "IGA" shall mean and refer to that certain Intergovernmental Agreement dated May 30, 1997 between Summit County and the Housing Authority, publicly promulgated pursuant to the authority vested in said governmental entities, which IGA contains the affordability guidelines relating to ownership, residency and transfer of affordable housing in Summit County, including Units at Ophir Mountain Village. The IGA shall be subject to amendment from time to

time by Summit County and the Housing Authority, according to said governmental entities' procedures for implementing public policy. To the extent that an amendment to the IGA affects a change in the terms of this Agreement, such amendment shall amend this Agreement effective upon recording such amendment in the records of the Clerk and Recorder of Summit County. Whenever the IGA is referenced herein, such reference shall always refer to the IGA in its then current form as reflected by said recorded amendments. A copy of the current IGA shall be available at the offices of the Housing Authority.

I. Land. "Land" shall mean and refer to that certain parcel of real estate subject to the Lease and located in Summit County, Colorado and further described on Exhibit A attached to the Declaration.

J. Mortgage. "Mortgage" shall mean and refer to any mortgage, deed of trust or other interest in a Unit held solely as security for the performance of an obligation.

K. Mortgagee. "Mortgagee" shall mean and refer to any person or entity named as the mortgagee or beneficiary under any mortgage, deed of trust, or other interest in a Unit held solely as security for the performance of an obligation.

L. Owner. "Owner" or "Unit Owner" shall mean and refer to any person or entity at any time owning a Unit in compliance with the terms and provisions of this Agreement and the Declaration; it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in the Unit. "Owner" and "Unit Owner" does not include a person having an interest in a Unit solely as security for the performance of an obligation.

M. Property. "Property" shall mean and refer to the leasehold estate created by the Lease and the improvements constructed thereon as further depicted and described in Exhibit B attached hereto. The Property shall be a "Condominium" and a "Leasehold Common Interest Community" for purposes of the Act, and shall include the Units and the Common Elements.

N. Qualified Buyers and Qualified Residents. "Qualified Buyers" and "Qualified Residents" shall have the same definition. This definition shall be subject to amendment from time to time by Summit County and the Housing Authority as provided in Section I.H. hereof and in the IGA. In accordance with the terms of the IGA as of the date of the recording of this Agreement, "Qualified Buyers" and "Qualified Residents" shall initially mean and refer to a person or persons within a household who meet the following requirements:

1. A combined annual income, excluding the income of minors in the household under the age of eighteen (18) years, that does not exceed eighty percent (80%) of the median household income for Summit County for such number of persons at the time of purchase, as determined from time to time by the United States Department of Housing and Urban Development ("HUD") or any successor thereto; and

2. Gainful employment averaging at least thirty (30) hours per week for fifty (50) weeks per year in Summit County by at least one member of the household.

O. Unit. "Unit" shall mean and refer to a Unit for residential use and for sale to persons meeting the terms of this Agreement, together with an appurtenant undivided interest in the Common Elements as set forth in the Declaration. A "Unit" is a physical portion of the Property designated for separate ownership and consisting of an individual air-space unit. Unless otherwise stated in the Declaration or depicted or shown on the Condominium Map as set forth in the Declaration, the boundaries of a Unit are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors as shown on the Condominium Map. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and finish, flooring and any other materials constituting any part of the finished surfaces are part of the Unit, and all other portions of the walls, floors and ceilings are part of the Common Elements. All spaces, interior partitions and other fixtures and improvements within the boundaries of the Unit are part of the Unit. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside the designated boundaries of the Unit, any portion thereof serving only that Unit shall be a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the General Common Elements shall be a part of the General Common Elements unless specifically designated as a Limited Common Element serving more than one, but fewer than all, of the Units. Any shutters, awnings, window-boxes, doorsteps, stoops, porches, balconies and patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries are Limited Common Elements allocated exclusively to that Unit.

ARTICLE II AGREEMENT BINDS THE PROPERTY

This Agreement shall constitute covenants running with the Property as a burden thereon, for the benefit of, and enforceable by, the Housing Authority and Summit County and their respective successors and assigns. This Agreement expressly incorporates the terms of the IGA, as amended from time to time. This Agreement shall bind each Unit Owner, and each Unit Owner shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Unit Owner's period of ownership of a Unit. Each and every conveyance of a Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Agreement, even without reference to this Agreement in any document of conveyance.

ARTICLE III NATURAL PERSONS

Other than the Housing Authority, the use and occupancy of the Units shall be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers or Qualified Residents.

ARTICLE IV RESTRICTIONS

The terms, conditions and restrictions of the Declaration are incorporated herein by this reference. A Unit Owner shall:

- A. occupy the Unit as his or her sole place of residence, except as otherwise provided herein;
- B. not engage in any business activity on or in such Unit;
- C. sell or otherwise transfer such Unit only in accordance with this Agreement and the IGA;
- D. not sell or otherwise transfer such Unit for use in a trade or business;
- E. not permit any use or occupancy of such Unit except in compliance with this Agreement; and
- F. not encumber the Unit in an amount in excess of the purchase price.

ARTICLE V INVOLUNTARY SALE UPON DEFAULT ON MORTGAGE

A. Mortgage Default. It shall be a breach of this Agreement for an Owner to default in payment or other obligations to a Mortgagee. Unit Owners must notify the Housing Authority in writing, within five (5) calendar days of the Unit Owner's notification from a Mortgagee of any notification from such Mortgagee of past due payments or default in payment or other obligations due or to be performed under a Mortgage.

B. Sale Upon Breach. Upon notification from an Unit Owner, as provided in Section V.A. above, or other notice of such default, the Housing Authority, at its sole discretion, may offer loan counseling or distressed loan services to the Unit Owner, if any of these services are available. In the alternative, the Housing Authority may require the Unit Owner to sell the Unit to avoid the commencement of any foreclosure proceeding against the Unit. In the event that the Housing Authority determines that sale of the Unit is necessary, the Unit Owner shall immediately execute a standard exclusive listing contract ("Listing Contract") for the sale of the Unit on forms approved by the Housing Authority, providing for a minimum thirty (30) day listing period, and naming the Housing Authority as the exclusive Listing Agent therein. At the time of execution of the Listing Contract, the Unit Owner shall deposit with the Housing Authority an amount equal to one half of one percent ($\frac{1}{2}\%$) of the sale price set forth in the Listing Contract. If a contract for the sale of the Unit has not been executed by a Qualified Buyer within the initial 30-day period, the Unit Owner shall extend the listing period for an additional 180 days, provided such extension does not conflict with the statutory rights of any secured creditors. The Housing Authority shall promptly advertise the Unit for sale by competitive bid to Qualified Buyers. At the time of the closing of the sale of the Unit, the Unit Owner shall pay to the Housing Authority an additional one and one half percent

(1 ½%) of the sale price of the Unit, or such greater or lesser amount such that a total listing fee of two percent (2%) of the sale price of the Unit is received by the Housing Authority from the Unit Owner. In the event of a listing of the Unit for sale pursuant to this Article V and subject to Article VII, the Housing Authority is entitled to require the Unit Owner to sell the Unit for no more than the Maximum Sale Price as set forth in Section VII.A., *provided, however*, that the yearly increase over the original purchase price, as permitted in Section VII.A., shall be the lesser of either: (1) an increase of one percent (1%) of such Owner's purchase price per year from the date of Owner's purchase to the date of Owner's execution of the Listing Contract with the Housing Authority (prorated at the rate of .083 percent for each whole month); or (2) the percentage increase in the figure that reflects eighty percent (80%) of the annual area median income of a family of four for Summit County as determined by the United States Department of Housing and Urban Development, or any successor thereto, between the date of the Owner's purchase of the Unit and the date of the Owner's execution of the Listing Contract with the Housing Authority.

C. Housing Authority's Right to Cure. Upon receipt of notice regarding a default in the Mortgage as provided in Sections V.A. and V.B. above, the Housing Authority shall have the additional right, in its sole discretion, to directly cure the default or any portion thereof. In such event, the Unit Owner shall be required to execute a promissory note ("Housing Authority Note") in favor and to the order of the Housing Authority for the amounts expended by the Housing Authority to cure the default, including attorneys' fees and costs incurred by the Housing Authority, and any future advances made for such purposes, plus a deed of trust securing payment thereof encumbering the Unit in favor and for the use and benefit of the Housing Authority. The Unit Owner shall be personally liable to the Housing Authority for, and the amount of the Housing Authority Note shall reflect, all payments made by the Housing Authority to cure the default, all actual expenses of the Housing Authority incurred in curing the default, including attorneys' fees and costs made or incurred by the Housing Authority, plus an amount equal to one percent (1%) of the costs so expended, together with interest thereon at the rate specified in the Housing Authority Note. The Unit Owner may cure the default and satisfy its obligation to the Housing Authority under this Section V.C. at any time prior to execution of a contract for sale of the Unit to a Qualified Buyer. Otherwise, the Unit Owner's indebtedness to the Housing Authority shall be satisfied from the Unit Owner's proceeds from the sale of the Unit at the closing thereof.

D. Termination of Restrictions Upon Assignment to HUD. Subject to Article XII hereof, all affordable housing restrictions contained herein, in the Lease, the Declaration and in any other document relating to a Unit to which the Housing Authority or Summit County are parties shall automatically terminate as to the Unit in the event that the First Mortgage encumbering the Unit is assigned to the U.S. Department of Housing and Urban Development.

ARTICLE VI VOLUNTARY SALE BY OWNER

In the event that a Unit Owner desires to sell his or her Unit, the Unit Owner shall provide to the Housing Authority a written notice of the Unit Owner's intent to sell the Unit ("Notice of Intent")

and execute a Listing Contract on forms approved by the Housing Authority, naming the Housing Authority as exclusive listing agent and providing for a minimum 180-day listing period. At the time of execution of the Listing Contract, the Unit Owner shall deposit with the Housing Authority an amount equal to one-half of one percent (½%) of the sale price for the Unit that is set forth in the Listing Contract. The Housing Authority shall promptly advertise the Unit for sale by competitive bid to Qualified Buyers. At the time of the closing of the sale of the Unit, the Unit Owner shall pay to the Housing Authority an additional one and one-half (1 ½%) percent of the sale price of the Unit, or such greater or lesser amount such that a total listing fee of two percent (2%) of the sale price of the Unit is received by the Housing Authority from the Unit Owner.

ARTICLE VII MAXIMUM SALE PRICE

A. Maximum Sale Price. Subject to Section VII.B. below, in no event shall a Unit be sold for an amount in excess of the Unit Owner's original purchase price, plus the lesser of either: (1) an increase of three percent (3%) of such Owner's purchase price per year from the date of Owner's purchase to the date of Owner's execution of the Listing Contract with the Housing Authority (prorated at the rate of .25 percent for each whole month); or (2) the percentage increase in the figure that reflects eighty percent (80%) of the annual area median income of a family of four for Summit County as determined by the United States Department of Housing and Urban Development, or any successor thereto, between the date of the Owner's purchase of the Unit and the date of the Owner's execution of the Listing Contract with the Housing Authority. The sale price so calculated shall be the "Maximum Sale Price", subject to adjustment only as specifically allowed hereafter under this Article VII. **NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY SUMMIT COUNTY OR THE HOUSING AUTHORITY THAT THE UNIT OWNER WILL BE ABLE TO OBTAIN THE MAXIMUM SALE PRICE, AND EACH OF SUMMIT COUNTY AND THE HOUSING AUTHORITY HEREBY DISCLAIM ANY SUCH REPRESENTATION OR WARRANTY THAT MIGHT OTHERWISE BE ALLEGED OR ATTRIBUTED.**

B. Permitted Capital Improvements.

1. For the purpose of determining the Maximum Sale Price in accordance with this Article VII, the Unit Owner may add to the amount specified in Section VII.A. above, the cost of Permitted Capital Improvements (as defined in Exhibit C); *provided*, however, that in no event shall said additional amount under this subsection VII.B.1. exceed ten percent (10%) of the Unit Owner's initial purchase price for the Unit. Notwithstanding the foregoing, for every ten (10) year period from and after the date of an Owner's original purchase, a maximum of an additional ten percent (10%) of the Unit Owner's initial purchase price for the Unit may be added to the value of the Unit for and to the extent of any further Permitted Capital Improvements under this subsection VII.B.1. installed during said period. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit C hereto shall qualify for inclusion. All such Permitted Capital Improvements installed or constructed over the life of the Unit shall qualify.

2. Permitted Capital Improvements shall not include any changes or additions to the Unit made by the Unit Owner during construction or thereafter, except in accordance with subsection VII.B.1. above. Permitted Capital Improvements shall not increase the base price, even if made or installed during original construction.

3. In order to qualify as Permitted Capital Improvements, the Unit Owner must furnish to the Housing Authority the following information:

a. Original or duplicate receipts to verify the actual costs expended by the Unit Owner for the Permitted Capital Improvements;

b. Unit Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and

c. True and correct copies of any building permit or certificate of occupancy required to be issued by the local building department with respect to the Permitted Capital Improvements.

4. For the purpose of determining the Maximum Sale Price in accordance with this Article VII, the Unit Owner may also add to the amount specified in Section VII.A. and subsection VII.B.1., the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, or by the Ophir Mountain Village Homeowner's Association (hereinafter the "Association"), provided that written certification is provided to the Housing Authority of both the applicable requirement and the information required by subsections VII.B.3., a-c.

5. In calculating the costs under subsections VII.B.1. and VII.B.4., only the Unit Owner's actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to the Unit Owner's personal labor or "sweat equity" or to any appreciation in the value of the improvements.

C. Buyers May Not Pay Unit Owner's Costs. No Unit Owner shall permit any prospective buyer to assume any or all of the Owner's customary closing costs or accept any other consideration which would cause an increase in the purchase price above the bid price so as to induce the Unit Owner to sell to such prospective buyer.

D. Priority Among Bids. In the event that one bid is received from a Qualified Buyer which is equal to the Maximum Sale Price, the Unit shall be sold to such bidder at the Maximum Sale Price. In the event Unit Owner receives two or more bids from Qualified Buyers equal to the Maximum Sale Price, the Qualified Buyer who has been gainfully employed in Summit County the longest shall be selected. "Gainfully employed" shall mean consistently employed for an average of at least thirty (30) hours per week for at least fifty (50) weeks per year. In the event that all such qualified bidders are of equal priority, the Qualified Buyer shall be selected by lottery among the Qualified Buyers, whereupon the Unit shall be sold to the winner of such lottery at the Maximum Sale Price.

If the terms of the proposed purchase contract, other than price, as initially presented to the Unit Owner, are unacceptable to the Unit Owner, there shall be a mandatory negotiation period of five (5) business days to allow the Unit Owner and potential buyer to reach an agreement regarding said terms, including but not limited to, the closing date and financing contingencies. If, after the negotiation period is over, the Unit Owner and potential buyer have not reached an agreement, the offer of the bidder next in priority will then be presented to the Unit Owner for consideration and a five (5) business day negotiating period will begin again. Subject to any provision herein to the contrary, the Unit Owner may reject any and all bids; however, the Unit Owner shall, in any case, be subject to the provisions in this Agreement and the IGA pertaining to the listing fee payable to the Housing Authority. Bids in excess of the Maximum Sale Price shall be rejected. If all bids are below the Maximum Sale Price, the Unit Owner may accept the highest qualified bid. If all bids are below the Maximum Sale Price and two or more bids are for the same price, the Qualified Buyer shall be selected by lottery from among the highest qualified bidders.

E. Non-Qualified Transferees.

1. In the event that title to the Unit vests in individuals and/or entities who are not Qualified Buyers (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any First Mortgagee and the U.S. Department of Housing and Urban Development pursuant to Exhibit D, attached hereto), or by operation of law or any other event, then, a mandatory offer to sell shall be delivered by the Non-Qualified Transferee to the Housing Authority within fifteen (15) days of acquisition of the Unit and the Unit shall immediately be listed for sale as provided in Article VI above (including the execution of the Listing Contract with, and the payment of the specified fees to, the Housing Authority). The highest bid by a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Sale Price or the appraised market value, whichever is less, shall be accepted by the Non-Qualified Transferee(s). If all bids are below ninety-five percent (95%) of the Maximum Sale Price and the appraised market value, the Unit shall continue to be listed for sale until a bid in accordance with this Section VII.E. is made, which bid must be accepted. The cost of any appraisal shall be paid by the Non-Qualified Transferee(s).

2. The Non-Qualified Transferee(s) shall consent to any sale, conveyance or transfer of the Unit to a Qualified Buyer and shall execute any and all documents necessary to do so. The Non-Qualified Transferee(s) shall not: (a) occupy the Unit; (b) rent all or any part of the Unit, except in strict compliance with Article IX hereof; (c) engage in any business activity on or in the Unit; (d) sell or otherwise transfer the Unit except in accordance with this Agreement and the IGA; or (e) sell or otherwise transfer the Unit for use in a trade or business.

3. The Housing Authority, or its respective successor, as applicable, shall have the right and option to purchase the Unit, exercisable within a period of fifteen (15) calendar days after receipt by the Housing Authority of the Non-Qualified Transferee(s)' mandatory offer to sell. In the event of exercising this right and option, the Housing Authority shall purchase the Unit from the Non-Qualified Transferee(s) for a price equal to ninety-five percent (95%) of the Maximum Sale Price, or the appraised market value, whichever is less.

4. Where the provisions of this Section VII.E. apply, the Housing Authority may require the Unit Owner to rent the Unit in accordance with the provisions of Article IX below.

ARTICLE VIII OWNER RESIDENCE

A. Units Only For Residential Purposes. The Units shall be utilized only as the exclusive and permanent place of residence of the respective Unit Owner. A permanent residence shall mean the home or place in which one's habitation is fixed and to which one, whenever he or she is absent, has a present intention of returning after a departure or absence therefrom. In determining what is a permanent residence, the Housing Authority may take into account, without limitation, the following circumstances relating to a Unit Owner: Location of business pursuits, employment and income sources; residence for income tax purposes; residence of parents, spouse and children, if any; location of personal and real property; and motor vehicle registration. By way of example, a Unit Owner may be deemed to have changed his or her permanent residence by becoming a resident elsewhere, by accepting permanent employment outside Summit County, or by residing in the Unit for fewer than nine (9) months per calendar year without the express written approval of the Housing Authority.

B. Involuntary Sale Upon Change in Residence. In the event a Unit Owner changes residence or ceases to utilize the Unit as his or her exclusive and permanent place of residence, as determined by the Housing Authority, the Unit shall be offered for sale pursuant to the provisions of Section VII.E. of this Agreement. The Housing Authority may further require the Unit Owner to rent the Unit in accordance with the provisions of Article IX below.

C. Ownership Interest in Other Summit County Property. If at any time the Unit Owner also owns any interest alone or in conjunction with others in any other developed residential property located in Summit County, the Unit Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Unit Owner within one hundred twenty (120) days of its listing required hereunder, then the Unit Owner shall immediately list his or her Unit for sale pursuant to the provisions of Section VIII.B. of this Agreement. It is understood and agreed between the parties hereto that, in the case of a Unit Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such a Unit Owner's business shall not constitute "other developed residential property" as that term is used in this Section VIII.C.

ARTICLE IX RENTAL

A. Rent Restriction. No Unit Owner may, except with prior written approval of the Housing Authority and subject to the Housing Authority's conditions of approval, rent his or her Unit for any period of time. Prior to occupancy, any tenant must be approved by the Housing Authority as a Qualified Resident, and by the Association if required by its bylaws. Except as provided below, the

Housing Authority shall not approve any Unit rental if such rental is being utilized by the Unit Owner as an income producing asset. The Housing Authority shall not approve a lease with a rental term less than thirty (30) days, or with a term longer than six (6) months without reasonable evidence that a lease longer than six months (6) is necessary as determined by the Housing Authority. A signed copy of the lease must be provided to the Housing Authority prior to occupancy by any tenant. Any such lease approved by the Housing Authority shall be for an amount equal to the monthly expenses attributable to the Unit, including but not limited to the cost of principal and interest payments, taxes, property insurance, Association assessments, Additional Rent as defined in the Declaration, utilities remaining in Unit Owner's name, plus an additional twenty dollars (\$20.00) and a reasonable (refundable) security deposit.

B. Sharing Occupancy. The requirements of this Article IX shall not preclude the Unit Owner from sharing occupancy of the Unit with non-owners on a rental basis provided the Unit Owner continues to meet the obligations contained in this Agreement, including the Declaration, Article VIII hereof and so long as the household, including such non-owner, continues to meet the definition of Qualified Buyer.

C. No Subdivision. In no event shall a Unit Owner convert a Unit into multiple dwelling units or subdivide a Unit, as such term is defined in Summit County's land use codes.

D. No Indemnity. Nothing herein shall be construed to require the Housing Authority or Summit County to protect or indemnify any Unit Owner against any losses attributable to the rental of a Unit, including, without limitation, non-payment of rent or damage to the Unit; nor to require the Housing Authority or Summit County to obtain a qualified tenant for any Unit Owner in the event that none is found by the Unit Owner.

ARTICLE X INSPECTION AND HEARING FOR BREACH

A. Inspection Upon Reasonable Cause. In the event that the Housing Authority or Summit County has reasonable cause to believe that a Unit Owner is violating any provision of this Agreement, the Housing Authority or Summit County, through its authorized representative, may inspect the Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Unit Owner with no less than 24 hours written notice.

B. Notice of Violation and Hearing. In the event a violation of this Agreement is discovered, the Housing Authority shall send a notice of violation to the Unit Owner detailing the nature of the violation and allowing the Unit Owner fifteen (15) days to cure. Said notice shall state that the Unit Owner may request a hearing before the Housing Authority within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Unit Owner shall be considered in violation of this Agreement. If a hearing is held before the Housing Authority, the decision of the Housing Authority based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

ARTICLE XI
REMEDIES

A. All Remedies Available. Summit County and the Housing Authority shall have any and all remedies provided by law for violation or other breach, or prospective breach, of this Agreement or any of its terms, including but not limited to damages (including damages resulting from the sale of a Unit in violation of this Agreement, which damages are deemed to include, without limitation, the proceeds of the sale that exceed the Maximum Sale Price applicable to the Unit at the time of sale under this Agreement), specific performance, injunction (including an injunction requiring sale of the Unit by the Unit Owner as set forth in Article V of this Agreement or as may be otherwise provided herein, and including an injunction to prohibit a sale of a Unit in violation of this Agreement), or eviction of non-complying Unit Owners and/or occupants. The costs to the Housing Authority or Summit County of any such sale or other activity taken in response to such violation or breach, including attorney fees, shall be taxed against the proceeds of the sale of the Unit, with the balance being paid to the Unit Owner. In the event the parties resort to litigation with respect to any or all provisions of this Agreement, the prevailing party shall be entitled to recover damages and costs, including reasonable attorney fees.

B. Eliminating Resale Gain. In the event of a breach of any of the terms or conditions contained herein by a Unit Owner, his or her heirs, successors or assigns, the Unit Owner's initial purchase price of the Unit shall, upon the date of such breach as determined by the Housing Authority, automatically cease to increase as set out in Article VII of this Agreement, and shall remain fixed until the date of cure of said breach.

ARTICLE XII
FORECLOSURE

A. Option to Buy. The Housing Authority, pursuant to the Option and Procedures for Repurchase of Unit or Termination and Release of Deed Restrictions ("Option"), attached hereto as Exhibit D and incorporated into this Agreement by this reference, shall release and waive its ability to enforce any and all affordable housing restrictions contained herein, in the Lease, the Declaration and in any other document relating to a Unit to which the Housing Authority or Summit County are parties, in the event of foreclosure or the acceptance of a deed in lieu of foreclosure; *provided*, however, that said Option first grants to the Housing Authority the option to elect to acquire the Unit on or before ten (10) days after the issuance of a public trustee's deed to the First Mortgagee, or its assigns or transferees as the case may be, for an Option Price not to exceed the redemption price on the last day of all statutory redemption period(s) plus any additional reasonable costs incurred by the First Mortgagee during the option period which are directly related to the foreclosure, as more fully described in said Option.

B. Housing Authority May Sell or Rent. In the event that the Housing Authority exercises its option pursuant to the terms of the Option, this Agreement and the restrictions contained herein shall remain in full force and effect and the Housing Authority and/or its designee, may sell the Unit to

Qualified Buyers, or rent the Unit according to Article IX until such time that the Unit can be sold to a Qualified Buyer in accordance with this Agreement and the IGA.

C. Option Not Exercised. In the event the Option is not exercised upon the foreclosure of a Unit and ten (10) days after issuance of a public trustee's deed, the foreclosing entity shall remit to the Housing Authority that portion of the net proceeds of the foreclosure sale, after payment of all obligations to the holder of the deed of trust and foreclosure costs, which exceeds the Maximum Sale Price that would have applied to the sale of the Unit if the affordable housing restrictions embodied in this Agreement had continued in effect. THIS PARAGRAPH XII.C. SHALL SURVIVE THE TERMINATION OF THE TERMS AND RESTRICTIONS EMBODIED BY THIS AGREEMENT, INCLUDING ANY SUCH TERMINATION PURSUANT TO EXHIBIT D HEREOF.

ARTICLE XIII
GENERAL PROVISIONS

A. Notices. All notices and demands required or permitted under this Agreement shall be in writing, as follows: (1) by actual delivery of the notice to the party entitled to receive it; (2) by mailing such notice by certified mail, return receipt requested, in which case the notice shall be deemed to be given three days after the date of its mailing; (3) by Federal Express or any other overnight carrier, in which case the notice shall be deemed to be given as of the date it is sent; or (4) by facsimile to the facsimile number of the appropriate party indicated below, in which case it will be deemed received at the time indicated on the facsimile confirmation report. All notices which concern this Agreement shall be sent to the address or facsimile number of the appropriate party as set forth below:

Housing Authority:

Address: Summit County Housing Authority
C/O Summit County Attorney
208 E. Lincoln
Breckenridge, CO 80424
FAX: (970) 453-3535
PHONE: (970) 453-2561

Copy to: Mulligan Professional Corporation
1200 Seventeenth Street, Suite #1000
Denver, Colorado 80202
ATTN: James M. Mulligan, Esq.
FAX: (303) 572-0606
PHONE: (303) 572-0600

Summit County:

Address: 208 E. Lincoln
P.O. Box 68
Breckenridge, CO 80424
ATTN: County Manager
FAX: (970) 453-3535
PHONE: (970) 453-2561

Copy to: Jeff Huntley
Summit County Attorney
208 E. Lincoln
P.O. Box 68
Breckenridge, CO 80424
FAX: (970) 453-3535
PHONE: (970) 453-2561

To Unit Owner: To the Unit address of the Unit Owner as set forth in the recorded deed by which the Unit Owner took title to the Unit.

B. **Exhibits.** All exhibits attached hereto (Exhibits A, B, C and D) are incorporated herein and by this reference made a part hereof.

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

D. **Choice of Law.** This Agreement and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

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

F. **Section Headings.** Article and Section headings within this Agreement are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

G. **Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Agreement. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

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

I. Personal Liability. All Unit Owners shall be personally liable for any of the transactions contemplated herein.

J. Further Actions. The parties to this Agreement agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating hereto or entered into in connection herewith.

K. Modifications. The parties to this Agreement agree that any modifications of this Agreement shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of Summit County, Colorado.

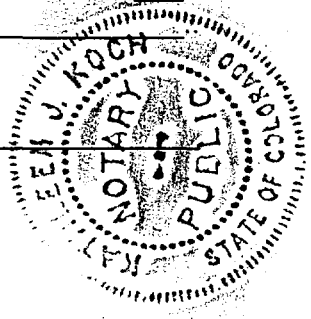
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of November 1997 by Gary Lindstrom, Chairman of Summit County Board of County Commissioners and

WITNESS my hand and official seal.

Kathleen J. Koch
Notary Public

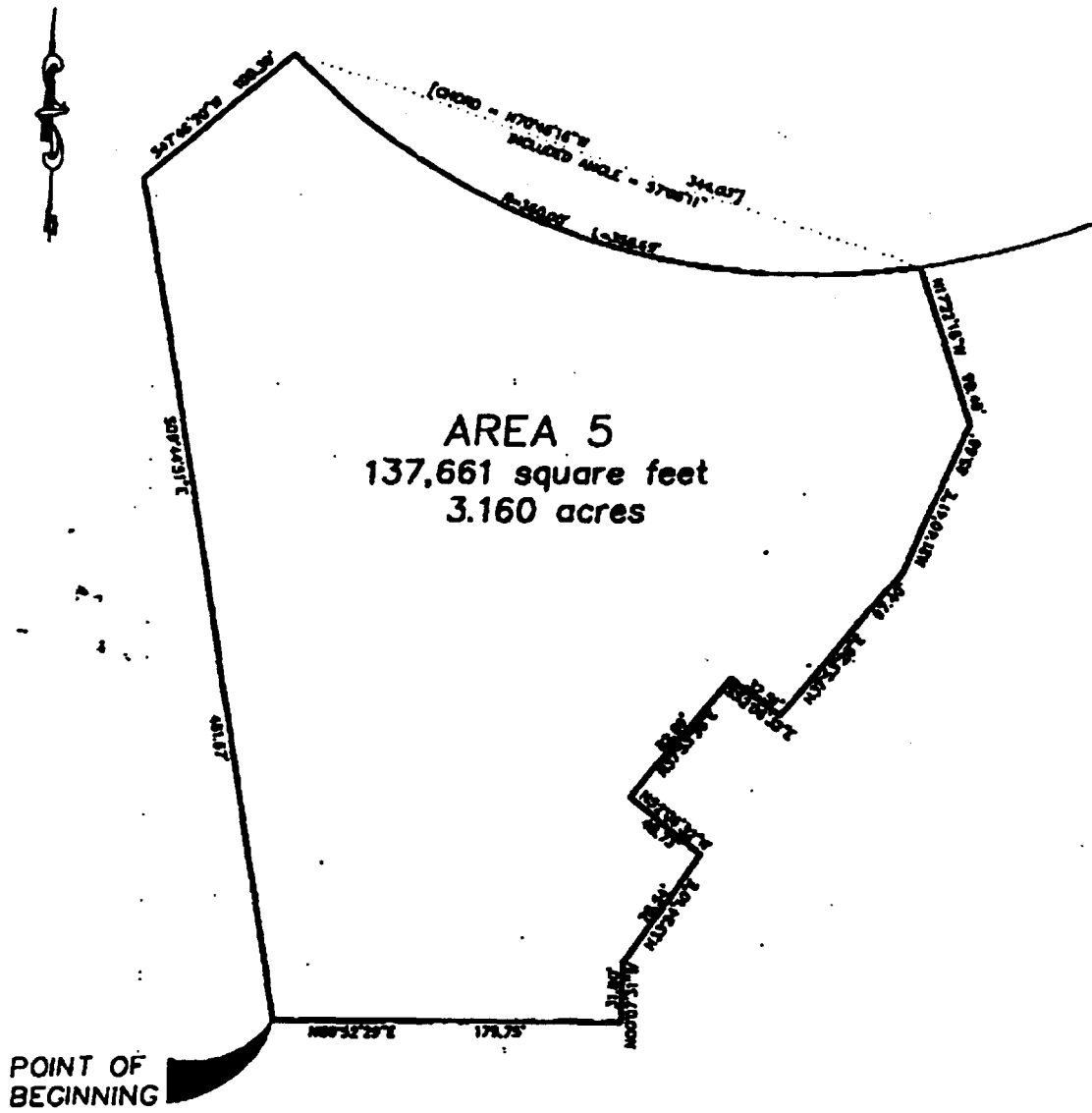


My commission expires:

5.13.2001

EXHIBIT A

Land Description



AREA 5
 137,661 square feet
 3.160 acres

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 78 WEST, 6th P.M., SUMMIT COUNTY, COLORADO, BEING A PORTION OF GOVERNMENT LOT 22 OF SAID SECTION 35 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 22, MONUMENTED WITH A 3-1/4" BRASS CAP (SURFACE MARKINGS OBLITERATED):

THENCE S 01°5'42" W, 1004.85 FEET ALONG THE WESTERLY BOUNDARY OF LOT 22 TO A 3-1/4" BRASS CAP MARKING AN ANGLE POINT IN THE WESTERLY LINE OF LOT 22 AND BEING COMMON WITH THE SOUTHEAST CORNER OF LOT 8 AND ALSO BEING COMMON WITH THE NORTHEAST CORNER OF LOT 14 AND ALSO BEING COMMON WITH THE NORTHWEST CORNER OF LOT 13;
 THENCE S 89°42'12" E, 297.33 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 22, WHICH IS COMMON WITH THE NORTH LINE OF LOT 13, TO THE NORTHEAST CORNER OF LOT 13;
 THENCE S 0°03'54" E, 49.86 FEET ALONG THE WESTERLY BOUNDARY OF LOT 22 WHICH IS COMMON WITH THE EASTERLY BOUNDARY OF LOT 13, TO A POINT ON SAID WESTERLY BOUNDARY OF LOT 22;
 THENCE N 89°52'29" E, 98.71 FEET TO THE POINT OF BEGINNING;

THENCE N 89°52'29" E, 179.75 FEET;
 THENCE N 00°07'31" W, 31.80 FEET;
 THENCE N 33°24'10" E, 70.54 FEET;
 THENCE N 52°08'32" W 48.73 FEET;
 THENCE N 37°53'28" E, 82.68 FEET;
 THENCE S 52°08'32" W, 32.51 FEET;
 THENCE N 37°53'28" E, 97.40 FEET;
 THENCE N 21°40'41" E, 85.68 FEET;
 THENCE N 17°22'18" W, 90.48 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EIGHTY (80) FOOT ROAD RIGHT OF WAY;
 THENCE ALONG THE SOUTHERLY LINE OF SAID 80 FOOT RIGHT OF WAY 358.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 57°05'11" AND A CHORD BEARING N 70°46'16" W, 344.03 FEET;
 THENCE S 47°46'20" W, 100.30 FEET;
 THENCE S 09°44'51" E, 461.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 137,661 SQUARE FEET OR 3.160 ACRES more or less

NOTE: THIS LEGAL DESCRIPTION AND DRAWING DO NOT REPRESENT A MONUMENTED LAND SURVEY.

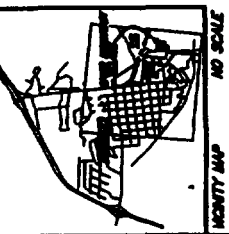
ROB ANDREWS LAND SURVEYING
 P. O. BOX 1351, BRECKENRIDGE, CO 80424
 (970) 453-1888

OPHIR MOUNTAIN VILLAGE
 LEGAL DESCRIPTION
 SUMMIT COUNTY, COLORADO

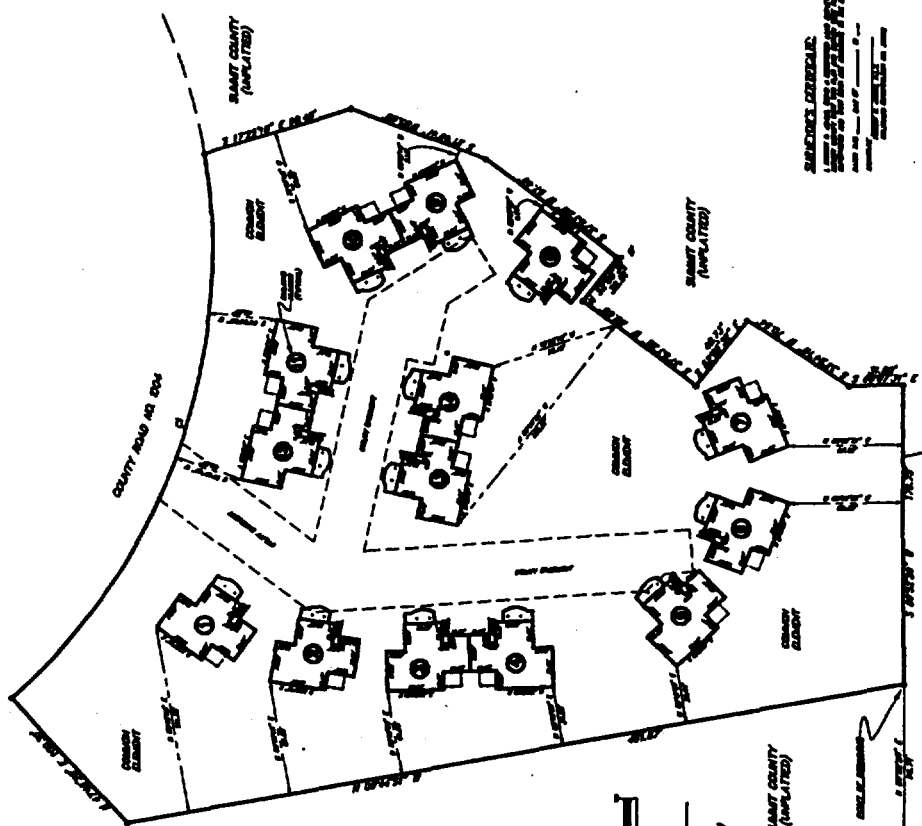
DRAWN BY REA PROJECT NUMBER 081263
 SCALE 1" = 80' DATE: 3-17-97

EXHIBIT B

Property Description

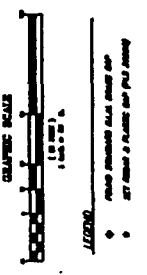


**A PRELIMINARY CONDOMINIUM MAP FOR
CENTER MOUNTAIN VILLAGE
LOCATED IN GOVERNMENT LOT 22, SECTION 35, T.5S., R.78W. OF THE 6TH P.M.
SUNNYSIDE COUNTY, COLORADO
(SHEET 1 OF 10)**



GENERAL NOTES:
 1. THIS MAP IS A PRELIMINARY CONDOMINIUM MAP FOR THE CENTER MOUNTAIN VILLAGE PROJECT, SITUATED IN GOVERNMENT LOT 22, SECTION 35, T.5S., R.78W. OF THE 6TH P.M., SUNNYSIDE COUNTY, COLORADO.
 2. THE TOTAL AREA OF THE PROJECT IS APPROXIMATELY 10.0 ACRES.
 3. THE PROJECT CONSISTS OF 10 CONDOMINIUM UNITS, EACH WITH AN APPROXIMATE AREA OF 1.0 ACRES.
 4. THE UNITS ARE SITUATED WITHIN GOVERNMENT LOT 22, SECTION 35, T.5S., R.78W. OF THE 6TH P.M., SUNNYSIDE COUNTY, COLORADO.
 5. THE PROJECT IS BOUND BY COUNTY ROAD NO. 204 TO THE NORTH AND WEST, AND BY THE 6TH P.M. TO THE EAST AND SOUTH.
 6. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY ZONING ORDINANCES AND THE COLORADO CONDOMINIUM ACT.
 7. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.
 8. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.
 9. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.
 10. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.

ADDITIONAL NOTES:
 1. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY ZONING ORDINANCES AND THE COLORADO CONDOMINIUM ACT.
 2. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.
 3. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.
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 9. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.
 10. THE PROJECT IS SUBJECT TO THE SUNNYSIDE COUNTY RECORDS AND RECORDS DEPARTMENT.



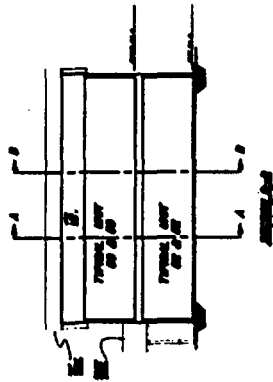
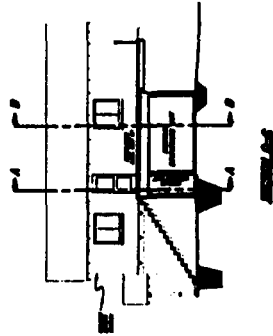
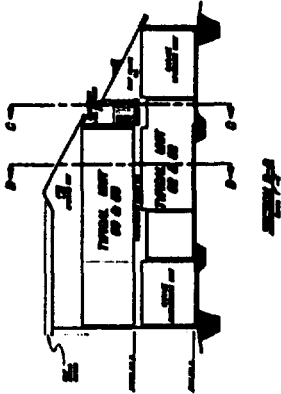
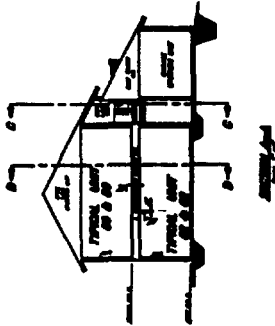
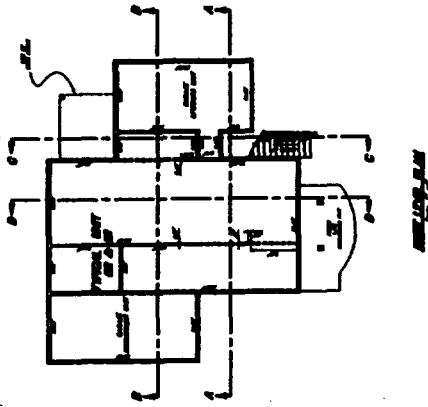
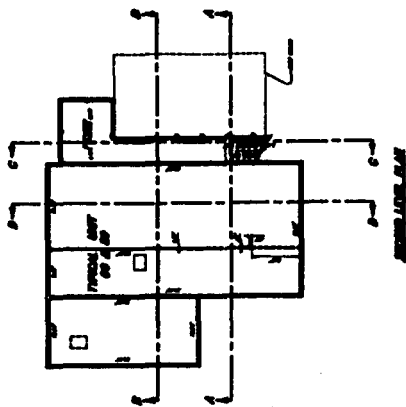
LEGEND:
 - BUILDING FOOTPRINTS
 - DRIVEWAYS AND PARKING AREAS
 - LOT BOUNDARIES
 - COUNTY ROAD NO. 204
 - 6TH P.M.

DATE	10/15/2024
BY	J. SMITH
CHECKED BY	M. JONES
SCALE	AS SHOWN
PROJECT NO.	2024-001
DRAWN BY	J. SMITH
DATE	10/15/2024



PREPARED BY: J. SMITH
DATE: 10/15/2024
PROJECT NO.: 2024-001

A PRELIMINARY CONCRETE MAP FOR
CHERRY MOUNTAIN VILLAGE
 LOCATED IN CONVEYMENT LOT 22, SECTION 36, T.12S., R.79W. OF THE 6TH P.M.
 SHERIFF COUNTY, COLORADO
 SHEET 3 OF 4



NO.	DESCRIPTION	DATE
1	PRELIMINARY CONCRETE MAP FOR CHERRY MOUNTAIN VILLAGE	12/15/20
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	

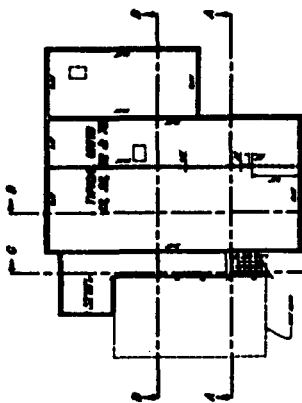
A PRELIMINARY CONSTRUCTION MAP FOR

DEER MOUNTAIN VILLAGE

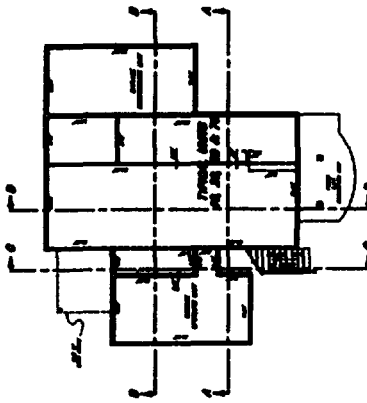
LOCATED IN CONVEYMENT LOT 22, SECTION 36, T.15S., R.79W. OF THE 6TH P.M.

SABOT COUNTY, COLORADO

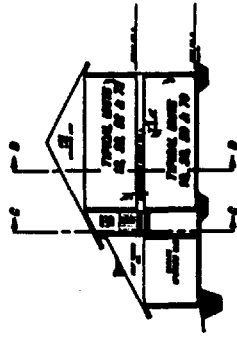
2007.0.0.0



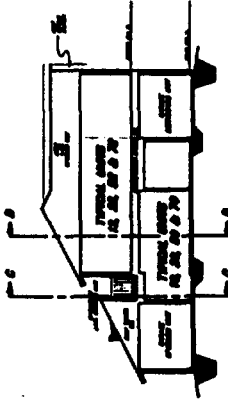
FLOOR PLAN



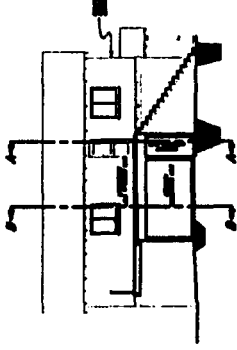
FLOOR PLAN



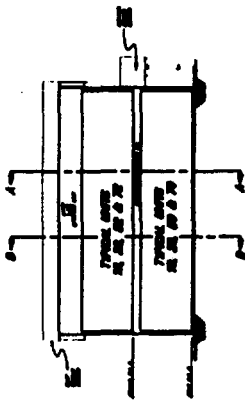
ELEVATION



ELEVATION



ELEVATION



ELEVATION

NO.	DESCRIPTION	DATE
1	PRELIMINARY CONSTRUCTION MAP FOR DEER MOUNTAIN VILLAGE	2007.0.0.0

EXHIBIT C

Permitted Capital Improvements

1. The term "Permitted Capital Improvement" as used in this Agreement shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to a Unit, excluding repair, replacement and/or maintenance improvements;
 - b. Improvements for energy and water conservation;
 - c. Improvements for health and safety protection devices; and
 - d. Improvements to finish existing storage space.

2. Permitted Capital Improvements as used in this Agreement shall **NOT** include the following:
 - a. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets, flooring, counter tops, cabinets, tile and other similar items included as part of the original construction of the Unit;
 - b. The cost of adding decks and balconies, and any extension thereto;
 - c. Jacuzzis, saunas, steam showers and other similar items;
 - d. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items; and/or
 - e. Upgrades or addition of decorative items, including lights, window coverings and other similar items.

3. All Permitted Capital Improvement items and costs shall be approved by the Housing Authority prior to being added to the Maximum Sale Price as defined in this Agreement.

EXHIBIT D

Option and Procedures for Repurchase of Unit or Termination and Release of Deed Restrictions

In the event of a foreclosure by a First Mortgagee on a Unit within Ophir Mountain Village, and subject to the issuance of a public trustee's deed to the First Mortgagee following the expiration of all statutory redemption rights, Summit County Housing Authority (the "Housing Authority") shall have an exclusive and irrevocable option to purchase or repurchase the Unit together with the improvements thereon, and all the rights, ways, privileges and appurtenances belonging or in any way appertaining thereto, pursuant to Article XII of the *Master Deed Restriction Agreement for the Occupancy and Resale of Units at Ophir Mountain Village* ("Option"). If said Option is not exercised, and if the procedures and notices required hereafter are satisfied, then any and all affordable housing restrictions relating to the Unit and contained herein, in the Lease, the Declaration and in any other document relating to a Unit to which the Housing Authority or Summit County are parties (collectively the "Affordable Housing Restrictions"), shall be terminated and released as provided below, subject to paragraph XII.C. of the Master Deed Restriction Agreement to which this Exhibit D is attached.

Exercise of said Option or termination of the Affordable Housing Restrictions on the Unit shall be as follows:

I. Notice of Foreclosure. In the event the First Mortgagee declares a violation of any of the covenants of a deed of trust on any Unit, it shall give to the Housing Authority notice of election and demand for sale or such other notice as is required by Colorado law when the holder of a deed of trust, containing a power of sale, declares a violation of any of the covenants of such deed of trust. Said notice shall be sent by certified mail, return receipt requested, and addressed as follows:

Summit County Housing Authority
C/O Summit County Attorney
208 E. Lincoln
Breckenridge, CO 80424

II. Notice of Issuance of Certificate of Purchase. First Mortgagee shall mail to the Housing Authority notice of issuance of the Certificate of Purchase from the Public Trustee to First Mortgagee within five (5) days of such issuance. Such notice shall be sent by certified mail, return receipt requested, and addressed to the Housing Authority as described in Section I hereof.

III. Exercise of Option/Notice of Assignment or Transfer.

A. In the event the First Mortgagee assigns or transfers its Certificate of Purchase or public trustee's deed to the Unit before the end of the Option Period, defined below, the First

Mortgagee shall give to the Housing Authority notice of such transfer or assignment, including the name and address of such transferee or assignee, within five (5) days of the transfer or assignment. Such notice shall be sent by certified mail, return receipt requested, and addressed to the Housing Authority as described in Section I hereof.

B. The Housing Authority's Option shall be exercised by it, or its assigns, no later than ten (10) days after the issuance of the public trustee's deed to the Unit ("Option Period"). The Housing Authority shall exercise the Option by written notice sent by certified mail, return receipt requested, and addressed to the last known address of the First Mortgagee, or its transferee or assignee as the case may be, containing an irrevocable offer to pay, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower, or any other person who might be liable upon a deficiency, on the last day of the statutory redemption period(s), plus any additional reasonable costs incurred by the First Mortgagee during the Option Period which are directly related to the foreclosure ("Option Price").

IV. Closing. The transaction shall be closed at a mutually agreeable location on or before fifteen (15) days after notice of exercise of the Option described in Section III. above.

V. Title. At the closing described in Section IV above, upon receipt of the Option Price, the First Mortgagee, or its transferee or assignee as the case may be, shall deliver to the Housing Authority a special warranty deed, conveying the Unit to the Housing Authority. The First Mortgagee, or its transferee or assignee as the case may be, shall convey only such title as it received through the public trustee's deed. The First Mortgagee, or its transferee or assignee as the case may be, shall not be liable for any of the costs of conveyance to the Housing Authority or its designee.

VI. Release of Deed Restrictions. In the event that the First Mortgagee, or its transferee or assignee as the case may be, is issued a public trustee's deed and the Housing Authority or its assigns does not exercise the Option, the First Mortgagee, or its transferee or assignee as the case may be, may make written demand to the Housing Authority that it terminate and release the Affordable Housing Restrictions as applied to the Unit, subject to paragraph XII.C. of this Master Deed Restriction Agreement. Such demand shall be sent by certified mail, return receipt requested, and addressed to the Housing Authority as described in Section I hereof. Upon receipt of such demand, the Housing Authority shall cause to be recorded in the records of the Clerk and Recorder of Summit County a full and complete release of the Affordable Housing Restrictions as to the Unit, subject to paragraph XII.C. of this Master Deed Restriction Agreement. Such release shall be placed of record within fourteen (14) days after demand therefor by the First Mortgagee, or its transferee or assignee as the case may be, and a certified copy of the release shall be mailed to the First Mortgagee, or its transferee or assignee as the case may be, by the Housing Authority upon its recordation. Notwithstanding any provision to the contrary in this paragraph VI, if title to the Unit is transferred to the U.S. Department of Housing and Urban Development and the Housing Authority does not exercise the Option, then the Affordable Housing Restrictions shall automatically terminate without written demand by the U.S. Department of Housing and Urban Development, and the Housing Authority, within fourteen (14) days following expiration of the Option Period, shall cause to be recorded in the records of the Clerk and Recorder of Summit County a full and complete

release of the Affordable Housing Restrictions as to the Unit, and a certified copy of the release shall be mailed to the U.S. Department of Housing and Urban Development, by the Housing Authority upon its recordation.

VII. Nonbusiness Day. If the closing date is to occur on a holiday or other nonbusiness day, or if any period of time set forth herein expires on a holiday or other nonbusiness day, then such closing date or expiration date shall be the next business day.

VIII. Notices. Unless otherwise specifically described herein, all notices provided for hereunder shall be deemed given and received 48 hours after the same are deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable party at the addresses indicated herein.

IX. Perpetuities Savings Clause. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Option shall be unlawful or void for violation of: (A) the rule against perpetuities or some analogous statutory provision; (B) the rule restricting restraints on alienation; or (C) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for a period of the lives of the current duly elected and seated Board of the Housing Authority, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

X. Successors and Assigns. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties bound by this Option and Procedures.

XI. Modifications. The parties bound by this Option agree that any modification to this Option shall be effective only when made by writings signed by the Housing Authority, Summit County and the First Mortgagee and recorded with the Clerk and Recorder of Summit County, Colorado.