



1186268

Kathleen Neel - Summit County Recorder

22 Pages

12/3/2018 2:27 PM

DF: \$0.00

[following to be executed and recorded for each of the seventy-five percent (75%) of dwelling units subject to the Restrictive Covenant prior to sale, lease, or occupancy]

**RESIDENTIAL HOUSING RESTRICTIVE COVENANT FOR UNIT 211 OF
BASECAMP SHOPS AND RESIDENCES,
TOWN OF FRISCO,
SUMMIT COUNTY COLORADO**

This Residential Housing Restrictive Covenant for Unit 211 of Basecamp Shops & Residences, Town of Frisco, Summit County, Colorado, (this "Restriction,") is made this 21 day of NOVEMBER, 2018, by Brynn Grey X, LLC, a Colorado limited liability company (hereinafter referred to as "Ground Lessor"), and Basecamp Shops & Residences LLC a Colorado limited liability company (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, pursuant to a 99-year Ground Lease (the "Ground Lease") by and between Ground Lessor and Declarant (as lessee) recorded November 8, 2017 at Reception No 1156341 with the Clerk and Recorder of Summit County, Colorado (the "Real Estate Records"), Ground Lessor is the owner of, and Declarant is the owner of a leasehold interest in, certain property located within the Basecamp Shopping Center in Frisco, Colorado more particularly described in the Ground Lease (the "Property"); and

WHEREAS, Declarant has constructed a building on the Property for a mixed use common interest community (the "Community") and has converted the ownership of the residential and commercial units composing the Community and improvements now or hereafter constructed on the Property to the condominium form of ownership pursuant to the Colorado Common Interest Ownership Act; and

WHEREAS, the Property is subject to the terms of the Real Covenant and Agreement between Ground Lessor and the Town of Frisco ("Town"), recorded June 4, 2013 at Reception No. 1027923 of the Real Estate Records as amended by the First Amendment to Real Covenant and First Amendment to Promissory Note recorded September 29, 2017 at Reception No. 1152989 of the Real Estate Records (as so amended, the "Real Covenant"); and

WHEREAS, By the terms of the Real Covenant, Ground Lessor and Declarant are required to execute and record this Restriction with respect to a portion of the residential dwelling units within the Community; and

WHEREAS, Declarant has chosen to include the following residential unit (the "Unit") among the portion of the residential dwelling units subject to the restrictions set forth herein:

Unit 211, Basecamp Shops & Residences, according to the Condominium Declaration thereof recorded on October 16, 2018, at Reception No. 1182485 and the Condominium Map thereof recorded on October 16, 2018, at Reception No. 1182487 in the records of the Clerk and Recorder of the County of Summit, State of Colorado, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ground Lessor and Declarant hereby declare that the Unit shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, all of which shall be covenants running with the land, and which are for the purposes of ensuring that the Unit remains available for occupation by persons working in Summit County, Colorado, and which covenants, restrictions, and conditions shall be binding on all parties having any right, title, or interest in the Unit, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of and be enforceable by the Owner of the Unit, the Summit Combined Housing Authority, the Town, the Ground Lessor and the Declarant.

ARTICLE I **DEFINITIONS**

- 1.1. **Definitions.** The following words, when used in this Restriction, shall have the following meanings and the use of capitalization or lower case letters in references to the following terms shall have no bearing on the meanings of the terms:
- A. "Condominium Declaration" is the Condominium Declaration referred to in the legal description of the Unit in the last Whereas clause above.

 - B. "Condominium Map" is the Condominium Map referred to in the legal description of the Unit in the last Whereas clause above.

 - C. "First Mortgage" means a Mortgage against the Unit, which is recorded senior to any other Mortgage against the Unit (and only the Unit) to secure a loan used to purchase the Unit.

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

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

 - F. "Owner" means the legal and equitable owner of the Unit.

- G. "Purchase Money Mortgage" means a First Mortgage given by an Owner to the extent that it is taken by a person not affiliated with the seller who by making advances, by making a loan, or by incurring an obligation gives value to enable the Owner to acquire the Unit if such value is in fact so used.
- H. "SCHA" means the Summit Combined Housing Authority.
- I. "Summit County" means the County of Summit, State of Colorado.
- J. "Ten Mile Basin" means the location noted as the Ten Mile Basin on Summit County's Comprehensive Plan's Sub-Basin Areas Map.
- K. "Town" means the Town of Frisco, State of Colorado.
- L. "Unit" means the unit referenced in the title of this Restriction, which is a physical portion of the Property constructed for purposes of residential use only and created as a separate transferable real property interest by the filing of the Condominium Declaration and Condominium Map.

ARTICLE II **RESTRICTIONS**

Each and every conveyance of the Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

- 2.1 The sale, rental, ownership, and occupancy of the Unit is limited as follows:
- A. If the Unit is sold or leased privately (as opposed to publicly as defined below), it must be sold or leased to a business located within the Ten Mile Basin or to an individual employed within the Ten Mile Basin.
 - B. If the Unit is sold or leased publicly (meaning that it is listed, posted or advertised for sale or lease), during the first thirty (30) days that it is publicly offered for sale or lease it may be sold or leased only to a business located within the Ten Mile Basin or to an individual employed within the Ten Mile Basin and, after said thirty (30) days, it may be sold or leased only to a business located within Summit County or to an individual employed within Summit County.
 - C. Ownership of the Unit is restricted at all times to a business located within Summit County or to an individual employed within Summit County, and occupancy of the dwelling unit is restricted at all times such that at least one occupant is employed within Summit County.

- D. Except for Ground Lessor and Declarant, no single business may own or lease the Unit and more than three (3) other residential units within Basecamp Shops and Residences.
- E. No lease of the Unit shall be for a term of less than six (6) months.
- F. For purposes of Section 2.1, the term “employed within the Ten Mile Basin” shall mean employment at a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in the Ten Mile Basin, counting hours worked within the Unit and hours worked at any other location within the Ten Mile Basin. A person over 65 years of age shall be deemed to remain “employed within the Ten Mile Basin” regardless of his or her working status, so long as he or she has owned and occupied the Unit for a time period of not less than seven (7) years.
- G. For purposes of Section 2.1, the term “employed within Summit County” shall mean employment at a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in Summit County, counting hours worked within the Unit and hours worked at any other location within Summit County. A person over 65 years of age shall be deemed to remain “employed within Summit County” regardless of his or her working status, so long as he or she has owned and occupied the Unit for a time period of not less than seven (7) years.

ARTICLE III **COMPLIANCE PROCEDURES**

3.1 **Sale and Resale.** In the event that the Unit is sold, resold, transferred and/or conveyed without compliance with this Restriction, SCHA or the Town shall have the remedies set forth herein, including, but not limited to, the rights set forth in Article VII. Except as otherwise provided herein, each and every conveyance of the Unit, for any and all purposes, shall be deemed to include and incorporate the terms and conditions of this Restriction.

3.2. **Compliance.** Any sale, transfer, and/or conveyance of the Unit shall be wholly null and void and shall confer no title whatsoever upon the purported transferee unless there is recorded in the real property records for Summit County, Colorado, along with the instrument of conveyance evidencing such sale, transfer or conveyance, a completed copy of the “Memorandum of Acceptance of Residential Housing Restrictive Covenant for Unit _____, of Basecamp Shops and Residences, Town of Frisco, Summit County, Colorado” attached hereto as Exhibit A, which copy is executed by the transferee and acknowledged by a Notary Public.

3.3. **Summary and Affidavit.** Each sales contract, or lease as the case may be, for the Unit shall also (a) recite that the Unit is being conveyed subject to an Employment Housing Restrictive Covenant, a summary of which shall be attached as an Exhibit to the sales

contract in the form of Exhibit B hereto or such other form as may be agreed upon by Declarant and the Town but that in the event of a conflict between such summary and this Restriction, this Restriction shall control and (b) require the proposed purchaser and/or lessee to submit an affidavit to SCHA prior to the conveyance or lease and on an annual basis thereafter (such affidavit to be in the applicable form attached hereto as Exhibit C or such other form as may be agreed upon by Declarant and the Town for the purpose of ensuring compliance with this Restriction).

ARTICLE IV INVOLUNTARY SALE

4.1 Involuntary Sale Upon Change in Residence. In the event an Owner changes residence or ceases to utilize the Unit as his or her principal place of residence, or in the event any business permitted to purchase the Unit as set forth in Section 2.1 leaves the Unit unoccupied by a person employed within Summit County for a period of 90 consecutive days, the Unit shall be offered for sale pursuant to the provision of Article V of this Restriction.

ARTICLE V RESALE OF THE UNIT

5.1. Resale. The Unit shall not be transferred subsequent to the original purchase from the Declarant except upon full compliance with the procedures set forth in this Article V. In the event that an Owner shall desire to Transfer his Unit, or in the event that an Owner shall be required to Transfer his Unit pursuant to the terms of this Restriction, the Unit shall be offered, advertised, or listed for sale by such Owner at such Owner's sole cost and expense, in any manner in which such Owner may choose. An Owner may list the Unit for sale through SCHA for a commission equal to 2.0% of the sales price to the extent that SCHA continues to agree to such terms.

5.2 Non-Qualified Transferees. In the event that title to the Unit vests in individuals and/or entities who are not a qualified to own the Unit pursuant to this Restriction (hereinafter "Non-Qualified Transferee(s)") by descent, by foreclosure and/or redemption by any lien or mortgage holder (except any holder of a Mortgage to which this Restriction is subordinated), or by operation of law or any other event, SCHA or the Town may elect to notify the non-qualified transferee that it must sell the Unit in accordance with Section 5.1. The non-qualified transferee shall not: (i) occupy the Unit; (ii) rent all or any part of the Unit, except in strict compliance with this Restriction; (iii) engage in any business activity on or in the Unit; or (iv) sell or otherwise transfer the Unit except in accordance with this Restriction.

ARTICLE VI FORECLOSURE AND SUBORDINATION

6.1 Release. Subject to the process and rights set forth in this Article VI below, this Restriction shall be deemed released as to the Unit in the event of (i) the issuance of a

public trustee's deed, sheriff's deed or similar conveyance of the Unit in connection with a foreclosure by the holder of a Mortgage to which this Restriction is subordinated, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a Mortgage to which this Restriction is subordinated. This Restriction shall also automatically terminate and be released as to the Unit upon the assignment to HUD of an HUD-insured mortgage encumbering the Unit.

6.2 Subordination. Notwithstanding any other provision of this Restriction, this Restriction shall be subordinate to construction financing obtained by or to be obtained by the Ground Lessor or Declarant and to Purchase Money Mortgages obtained by an Owner. Without limiting the generality of the foregoing, if such a lender forecloses on its deed of trust, any party may purchase the Unit at the foreclosure sale and upon such purchase, this Restriction shall automatically terminate.

ARTICLE VII **ENFORCEMENT**

7.1 Enforcement of Restriction. The Ground Lessor, Declarant and each Owner hereby grants and assigns to SCHA and the Town the right to enforce compliance with this Restriction. Compliance may be enforced by SCHA or the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 7.2 below), as well as a suit for damages; provided, however, in the event the Unit is financed by a HUD-insured First Mortgage and is sold in violation of this Restriction, such enforcement shall not include:

- A. acceleration of a mortgage;
- B. voiding a conveyance by an Owner;
- C. terminating an Owner's interest in the Unit; or
- D. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall SCHA or the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 7.2) or the right to sue for damages if the Owner of the Unit that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of this Restriction and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, SCHA or the Town shall, subject to Section 6.2 above, retain all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse SCHA or the Town, or its agents, for its enforcement costs; (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the Unit.

7.2 Injunctive and other Equitable Relief. Declarant and each Owner agree that in the event of Declarant's or Owner's default under or non-compliance with the terms of this Restriction, SCHA or the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Unit made in violation of this Restriction. Any equitable relief provided for in this Section 7.2 may be sought singly or in combination with such legal remedies as SCHA or the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

ARTICLE VIII **GENERAL PROVISIONS**

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

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

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

8.4 Term. Unless sooner terminated pursuant to the provisions of this Restriction, the restrictions contained herein shall run with the Unit and bind the Unit for so long as the Unit physically exists. The termination of the condominium regime under the Condominium Declaration shall not alter this Restriction so long as the Unit physically exists. There is no obligation herein of any Owner to ensure that the Unit physically exists.

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

8.6 Successor to SCHA. In the event that, at any time during the duration of this Restriction, the SCHA ceases to exist, all reference in this Restriction to SCHA shall, thereafter, mean the Town its successors, assigns, or any other entity designated by the

Town to administer or enforce the provisions hereof, or to perform the functions of the SCHA as described herein.

8.7 No Third Party Beneficiaries. This Restriction is made and entered into for the sole protection and benefit of the SCHA and the Town. Except as otherwise specifically provided for herein, no other person, persons, entity or entities, including without limitation prospective buyers of the Unit, shall have any right of action with respect to this Restriction or right to claim any right or benefit from the terms provided in this Restriction or be deemed a third party beneficiary of this Restriction.

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

8.9 Personal Liability. Each Owner shall be personally liable for any of the transactions contemplated herein, jointly and severally with his or her co-owners.

8.10 Further Actions. The Declarant and Owner 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 Restriction or any agreement or document relating hereto or entered into in connection herewith.

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

To Declarant:

Basecamp Shops & Residences LLC
777 Pearl Street, Suite 200
Boulder, CO 80302

To the Town:

Town of Frisco
Attn: Town Manager
P.O. Box 4100
Frisco, CO 80443

To the Summit Combined Housing Authority:

Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424

To the Owner:

[To be determined pursuant to the Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each transfer of the Unit.]

8.12 Choice of Law. This Covenant and each and every related document shall be governed and constructed in accordance with the laws of the State of Colorado.

8.13 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.

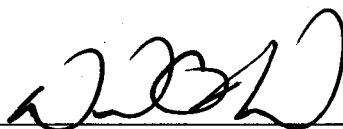
8.14 Headings. Article and Section headings within this Restriction are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

8.15 Signatures. Signatures to this Restriction may be in counterparts and by facsimile or scanned emailed document.

8.16 Approval. Wherever an approval is required by the SCHA or the Town, in all instances approval by the Town shall be deemed sufficient. Town "approval" shall mean approval by the Town Manager or his or her designated representative.

IN WITNESS WHEREOF, the undersigned, being the Ground Lessor and the Declarant herein, has set its hand unto this Restriction this 21 day of November 2018.

Brynn Grey X, LLC, a Colorado limited liability company

By: 
Name: David G. O'Neil
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

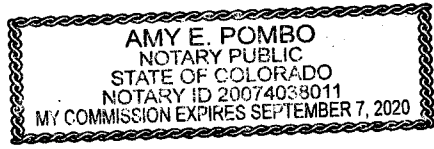
The foregoing instrument was acknowledged before me as of the 21 day of November 2018 by David O'Neil as Manager of Brynn Grey X, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

Amy E. Pombo

Notary Public

My Commission Expires: 9.7.2020



Basecamp Shops & Residences, LLC, a Colorado limited liability company

By: [Signature]
Name: David G. O'Neil
Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 21 day of November, 2018, by David O'Neil as Manager of Basecamp Shops & Residences, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 9-7-2020

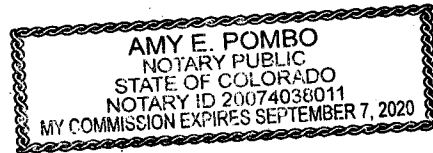


EXHIBIT A

**MEMORANDUM OF ACCEPTANCE
OF RESIDENTIAL HOUSING RESTRICTIVE COVENANT FOR UNIT __, OF
BASECAMP SHOPS & RESIDENCES,
TOWN OF FRISCO
SUMMIT COUNTY, COLORADO**

WHEREAS, _____ [Buyer Name] _____, the
"Buyer" is purchasing from _____ [Seller Name] _____,
the "Seller," real property described as: _____ [Legal
Description] _____, according to the Condominium
Declaration and Condominium Map recorded under Reception No.
_____ and _____, respectively, in the real property records
of the County of Summit, Colorado (the "Unit"); and

WHEREAS, the Seller of the Unit is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions
found in that certain instrument entitled "Residential Housing Restrictive Covenant for
Unit ____, of Basecamp Shops & Residences, Town of Frisco, Summit County, Colorado",
recorded on _____, 20__, under Reception No. _____, in the real property
records of the County of Summit, Colorado (the "Restrictive Covenant").

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

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

2. States that the Notice to Buyer should be sent to:

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

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

BUYER(S):

Print Name(s): _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT B

RESTRICTIVE COVENANT SUMMARY FOR "LOCALS UNITS"

BASECAMP SHOPS & RESIDENCES EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT

The Restrictive Covenant ensures preservation of key characteristics of a traditional neighborhood, including occupancy by locally employed individuals.

1. If a dwelling unit is sold or leased privately, it must be sold or leased to a business located within the Ten Mile Basin or to an individual employed within the Ten Mile Basin.
2. If a dwelling unit is sold or leased publicly (meaning that it is listed, posted or advertised for sale or lease), during the first thirty (30) days that it is publicly offered for sale or lease it may be sold or leased only to a business located within the Ten Mile Basin or to an individual employed within the Ten Mile Basin and, after said thirty (30) days, it may be sold or leased only to a business located within Summit County or to an individual employed within Summit County.
3. Ownership of the dwelling unit is restricted at all times to a business located within Summit County or to an individual employed within Summit County, and occupancy of the dwelling unit is restricted at all times such that at least one occupant is employed within Summit County.
4. No single business may own or lease more than four (4) dwelling units.
5. No lease of any dwelling unit shall be for a term of less than six (6) months.
6. As used above, the term "employed within the Ten Mile Basin" shall mean employment at a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in the Ten Mile Basin, counting hours worked within the Unit and hours worked at any other location within the Ten Mile Basin. A person over 65 years of age shall be deemed to remain "employed within the Ten Mile Basin" regardless of his or her working status, so long as he or she has owned and occupied the Unit for a time period of not less than seven (7) years.
7. As used above, the term "employed within Summit County" shall mean employment at a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in Summit County, counting hours worked within the Unit and hours worked at any other location within Summit County. A person over 65 years of age shall be deemed to remain "employed within Summit County" regardless of his or her working status, so long as he or she has owned and occupied the Unit for a time period of not less than seven (7) years.

EXHIBIT C-1
Form of Affidavit

For Use by Business Located in Ten Mile Basin



AFFIDAVIT

In order for Summit Combined Housing Authority to sign off on your eligibility to purchase a **“LOCAL”** home in **BASECAMP SHOPS and RESIDENCES** we need you to provide the information requested below, and sign and return this affidavit to our office at PO Box 188, Breckenridge, CO 80424.

Unit No. and Street Address: **100 Basecamp Way Unit # _____**, Frisco CO **80443** (the “Unit”).

The Basecamp Shops & Residences Restrictive Covenant provides that *Ownership of the Unit (if owned by a business) is restricted at all times to a business located within Ten Mile Basin (if the sale to the business was a private sale or if sold to the business within 30 days of the Unit first being advertised for lease or sale) and that occupancy is restricted such that at least one occupant is employed within Summit County. Employed within Summit County is defined as having a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in Summit County, counting hours worked within the Unit and hours worked at any other location within Summit County.*

I _____ do swear and affirm [check or fill in applicable blanks] that:

1. I am a business located in the Ten Mile Basin. Such business is _____ a general partnership, _____ limited liability company, _____ corporation or _____ [other], organized in the State of _____.

2. My business is located within the Ten Mile Basin at _____ and has the following:
____ Frisco or other Ten Mile Basin business license (copy attached); and
____ State of Colorado trade name affidavit and/or articles of organization (copy attached)

3. I intend that the Unit will be occupied by an individual employed in Summit County (as defined above). Initially, such occupant is _____ who is

employed by _____ for _____ wages or _____ a salary to work within the Unit or elsewhere in Summit County an average of at least 30 hours per week on an annual basis.

I affirm that the information provided in this affidavit is true, complete and accurate. I understand that any inaccuracy may disqualify me from eligibility.

I have read and understand the Employee Housing Restrictive Covenant and am willing to abide by it.

Acknowledged as true this _____ day of _____, 20____.

Buyer Signature

Buyer Signature

PRINT NAME

PRINT NAME

Email address _____

Phone number _____

County of _____ }

State of _____ }

Acknowledged before me this _____ day of _____, 20__ by _____

My commission expires: _____

Notary

EXHIBIT C-2
Form of Affidavit

For Use by Business Located in Summit County

AFFIDAVIT

In order for Summit Combined Housing Authority to sign off on your eligibility to purchase a "LOCAL" home in BASECAMP SHOPS and RESIDENCES we need you to provide the information requested below, and sign and return this affidavit to our office at PO Box 188, Breckenridge, CO 80424.

Unit No. and Street Address: **100 Basecamp Way Unit # _____, Frisco CO 80443** (the "Unit").

The Basecamp Shops & Residences Restrictive Covenant provides that *Ownership of the Unit (if owned by a business outside of the Ten Mile Basin) is restricted at all times to a business located within Summit County where the sale or lease to the business was sold or leased to the business after 30 days of the Unit first being advertised for lease or sale) and that occupancy is restricted such that at least one occupant is employed within Summit County. Employed within Summit County is defined as having a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in Summit County, counting hours worked within the Unit and hours worked at any other location within Summit County.*

I _____ do swear and affirm [check appropriate or fill in applicable blanks] that:

1. I am a business located in Summit County. Such business is _____ a general partnership, _____ limited liability company, _____ corporation or _____ [other], organized in the State of _____.

2. My business is located within Summit County at _____ and has the following:
____ Frisco or other Summit County business license (copy attached); and
____ State of Colorado trade name affidavit and/or articles of organization (copy attached)

3. I intend that the Unit will be occupied by an individual employed in Summit County (as defined above). Initially, such occupant is _____ who is employed by _____ for _____ wages or _____ a salary to work within the Unit or elsewhere in Summit County an average of at least 30 hours per week on an annual basis.

4 The Unit was listed, posted or advertised for sale or lease for at least 30 days prior to my purchase or lease of the Unit.

I affirm that the information provided in this affidavit is true, complete and accurate. I understand that any inaccuracy may disqualify me from eligibility.

I have read and understand the Employee Housing Restrictive Covenant and am willing to abide by it.

Acknowledged as true this _____ day of _____, 20_____.

Buyer Signature

Buyer Signature

PRINT NAME

PRINT NAME

Email address _____

Phone number _____

County of _____ }

State of _____ }

Acknowledged before me this ____ day of _____, 20__ by _____

My commission expires: _____

Notary

EXHIBIT C-3
Form of Affidavit

For Use by Individual Employed in Ten Mile Basin

AFFIDAVIT

In order for Summit Combined Housing Authority to sign off on your eligibility to purchase a **“LOCAL”** home in **BASECAMP SHOPS and RESIDENCES** we need you to provide the information requested below, and sign and return this affidavit to our office at PO Box 188, Breckenridge, CO 80424.

Unit No. and Street Address: **100 Basecamp Way Unit # _____, Frisco CO 80443** (the “Unit”).

The Basecamp Shops & Residences Restrictive Covenant provides that *Ownership of the Unit (if owned by an individual) is restricted at all times to an individual employed within Ten Mile Basin (if the sale to the individual was a private sale or if sold to the individual within 30 days of the Unit first being advertised for lease or sale) and that occupancy is restricted such that at least one occupant is employed within Summit County. Employed within Summit County is defined as having a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in Summit County, counting hours worked within the Unit and hours worked at any other location within Summit County.*

I _____ do swear and affirm [check or fill in applicable blanks] that:

1. I am employed in the Ten Mile Basin by _____, a [state of organization] [type of entity (e.g. corporation)] which has its principal office at _____.

2. I work at an average of at least 30 hours per week on an annual basis for such employer in the Ten Mile Basin, including hours worked from the Unit and other locations in the Ten Mile Basin in return for _____ wages or _____ a salary.

3. I intend to occupy the Unit.

I affirm that the information provided in this affidavit is true, complete and accurate. I understand that any inaccuracy may disqualify me from eligibility.

I have read and understand the Employee Housing Restrictive Covenant and am willing to abide by it.

Acknowledged as true this _____ day of _____, 20____.

Buyer Signature

Buyer Signature

PRINT NAME

PRINT NAME

Email address _____

Phone number _____

County of _____ }

State of _____ }

Acknowledged before me this ____ day of _____, 20__ by _____

My commission expires: _____

Notary

EXHIBIT C-4
Form of Affidavit

For Use by Individual Employed within Summit County

AFFIDAVIT

In order for Summit Combined Housing Authority to sign off on your eligibility to purchase a "**LOCAL**" home in **BASECAMP SHOPS and RESIDENCES** we need you to provide the information requested below, and sign and return this affidavit to our office at PO Box 188, Breckenridge, CO 80424.

Unit No. and Street Address: **100 Basecamp Way Unit # _____**, Frisco CO **80443** (the "Unit").

The Basecamp Shops & Residences Restrictive Covenant provides that *Ownership of the Unit (if owned by an individual employed outside of the Ten Mile Basin) is restricted at all times to an individual employed within Summit County where the sale or lease to the individual was sold or leased to the individual after 30 days of the Unit first being advertised for lease or sale and that occupancy is restricted such that at least one occupant is employed within Summit County. Employed within Summit County is defined as having a job which pays wages or a salary for work performed an average of at least 30 hours per week on an annual basis in Summit County, counting hours worked within the Unit and hours worked at any other location within Summit County.*

I _____ do swear and affirm [check or fill in applicable blanks] that:

1. I am employed in Summit County by _____, a [state of organization] [type of entity (e.g. corporation)] which has its principal office at _____, _____, _____.

2. I work an average of at least 30 hours per week on an annual basis for such employer in Summit County, including hours worked from the Unit and other locations in Summit County in return for _____ wages or _____ a salary.

3. The Unit was listed, posted or advertised for sale or lease for at least 30 days prior to my purchase or lease of the Unit.

4. I intend to occupy the Unit.

I affirm that the information provided in this affidavit is true, complete and accurate. I understand that any inaccuracy may disqualify me from eligibility.

I have read and understand the Employee Housing Restrictive Covenant and am willing to abide by it.

Acknowledged as true this _____ day of _____, 20____.

Buyer Signature

Buyer Signature

PRINT NAME

PRINT NAME

Email address _____

Phone number _____

County of _____ }

}

State of _____ }

}

Acknowledged before me this ____ day of _____, 20__ by _____

My commission expires: _____

Notary