



EXHIBIT 'B'

MASTER DEED RESTRICTION AGREEMENT  
FOR THE  
OCCUPANCY AND RESALE OF  
RED DRAW DEED RESTRICTED CONDOMINIUM UNITS

**THIS MASTER DEED RESTRICTION AGREEMENT REQUIRES NOTICE TO EAGLE COUNTY PURSUANT TO C.R.S. 38-38-103.**

15/76-

THIS MASTER DEED RESTRICTION AGREEMENT FOR THE OCCUPANCY AND RESALE OF THE RED DRAW DEED RESTRICTED CONDOMINIUM UNITS (hereinafter the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by The Archdiocese of Denver, a Colorado corporation sole, as trustee and for the benefit of St. Clare of Assisi Catholic Parish, a separate public juridic person under 1983 Code of Canon Law of the Roman Catholic Church (hereinafter "Declarant"), as the owner of the following described condominium units, and is made enforceable by the Declarant, its successors and assigns, and by the Board of Commissioners of Eagle County, Colorado (hereinafter the "County").

WITNESSETH:

WHEREAS, Declarant owns the real property described in Exhibit A, attached hereto and incorporated herein by this reference. For purposes of this Master Deed Restriction Agreement, the real property and all dwelling units, appurtenances, improvements and fixtures associated therewith, shall hereinafter be referred to as the Property, and the condominium units may be described as the "Condominium Units", or individually, as a "Condominium Unit" or "Unit"; and

WHEREAS, Declarant wishes to restrict the use and occupancy of the Condominium Units, as hereinafter provided; and

WHEREAS, Declarant also wishes to restrict the acquisition, transfer, ownership and use of the Condominium Units to "Qualified Buyers", as hereinafter defined; and

WHEREAS, this Agreement sets forth the maximum sales price for which any Condominium Unit that is subject to this Master Deed Restriction may be sold ("Maximum Sales Price"), and the terms and provisions controlling the resale of the Condominium Units to "Qualified Buyers", as hereinafter defined; and

WHEREAS, Qualified Buyers shall be persons meeting the requirements hereinafter set forth, and must agree not to sell or otherwise transfer any Condominium Unit except in accordance with the provisions of this Agreement; and who shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions, and restrictions contained;

NOW, THEREFORE, Declarant hereby covenants and agrees as follows:

1.0 DEFINITIONS. The term "Owner" shall mean the person or persons who shall have a record ownership interest in a Condominium Unit" in compliance with the terms and conditions of this Agreement, and who shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

The term "Declarant" shall mean Declarant, its successors and assigns. The term "Qualified Buyer" shall mean a purchaser of a Condominium Unit who meets all of the requirements imposed by this Agreement. Notwithstanding any other definition of "Qualified Buyer" herein contained, Condominium Units may also be owned by entities for the purpose of selling or renting the units to those entities' employees, in accordance with the provisions hereinafter set forth.

## 2.0 OWNERSHIP, USE AND OCCUPANCY OF UNITS.

A. Ownership Requirements. The ownership, use and occupancy of the Condominium Units shall be limited exclusively to housing for persons who meet the definition of Qualified Buyers, and their immediate families, and every Owner of a Condominium Unit ("Owner"), in connection with the purchase of a Condominium Unit, agrees to occupy the Condominium Unit as his or her sole place of residence, or as the sole place of residence of one or more of its qualified full-time employees, during the period of such ownership.

B. Occupancy Requirements. The County may adopt reasonable rules and regulations concerning the use and occupancy of the Units (the "Eagle County Housing Guidelines and Administrative Procedures") . This Master Deed Restriction Agreement shall control in the event of conflict between it and the Eagle County Housing Guidelines and Administrative Procedures. If this Master Deed Restriction is silent, the Eagle County Housing Guidelines and Administrative Procedures shall control.

C. Business Activity. Every Owner, except the Declarant, agrees not to engage in any business activity on or in any Unit.

## 3.0 INITIAL SALES OF THE CONDOMINIUM UNITS.

A. Initial Sale of Units. Declarant shall be solely responsible for the initial sale of each Condominium Unit, and Declarant shall use its best efforts to assure that each purchaser or transferee is a Qualified Buyer.

B. Initial Sales Price. The sales prices of the sixteen (16) existing Condominium Units received by Declarant shall not exceed \$263,600.00, but Declarant may add a real estate commission to the initial sales price of any Unit transferred by Declarant not in excess of two percent (2%) of the gross sales price of the Condominium Unit.

4.0 MAXIMUM RE-SALE PRICE. In no event shall the Condominium Unit be sold for an amount (hereinafter the "Maximum Sales Price") in excess of the Owner's purchase price, plus an increase based on most current annual average Eagle County wage as published by the U.S. Department of Labor, or whichever index the Eagle County Housing Department uses at the time of sale of the Unit, as provided for in the most current version of the Eagle County Housing Guidelines and Administrative Procedures, as may be amended from time to time. This re-sales price is to be calculated by Eagle County or its agents as provided for therein. No Owner may permit a prospective purchaser to assume any or all of the Owner's customary closing costs, nor shall any Owner accept any other consideration that would cause an increase in the Maximum Sales Price over and above the bid price, so as to induce the Owner to sell to such prospective purchaser.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTEE BY EAGLE COUNTY THAT ON RESALE THE OWNER SHALL OBTAIN A PARTICULAR PRICE INCLUDING BUT NOT LIMITED TO THE MAXIMUM SALES PRICE.

#### 5.0 ADJUSTMENTS TO MAXIMUM SALES PRICE AFTER INITIAL TRANSFER.

A. Effect of Permitted Capital Improvements. For the purpose of determining the Maximum Sales Price in accordance with this Article, an Owner may add to the Maximum Sales Price the cost of "Permitted Capital Improvements," as hereinafter defined, but the amount of Permitted Capital Improvements shall not exceed an amount equal to ten percent (10%) of the purchase price of a Condominium Unit over each five (5) year period, as provided for in the Eagle County Housing Guidelines and Administrative Procedures as amended from time to time.

The term "Permitted Capital Improvement", as used herein, shall only include the following, except as provided by the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time:

- (i) Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement or maintenance improvements;
- (ii) Improvements for energy and water conservation;
- (iii) Improvements for health and safety protection devices;

B. Exceptions. Permitted Capital Improvements shall not include the following:

- (i) jacuzzis, hot-tubs, saunas, steam showers, and other similar items;
- (ii) work that requires and is performed without issuance of a building permit.

C. Prior Approval by Eagle County. All Permitted Capital Improvement items and costs shall be approved by Eagle County prior to being added to the Maximum Resale Price.

D. Proof of Costs of Permitted Capital Improvements. In order to qualify as Permitted Capital Improvements, the Owner may be requested to furnish to Eagle County the following information with respect to the improvements that the Owner seeks to include in the calculation of Maximum Sales Price, as provided for in the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time:

- (i) Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
- (ii) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase;
- (iii) True and correct copies of any building permit or certificate of occupancy required to be issued by the Eagle County Building Division with respect to the Permitted Capital Improvements. Work that requires and that is performed

without the issuance of a building permit shall not be considered a Permitted Capital Improvement; and

(iv) Any other information or records reasonably required by the Eagle County Housing Department or the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

E. Additions Required by Law. For the purpose of determining the Maximum Sales Price, the Owner may also add as a Permitted Capital Improvement, the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, or required by special assessment by a Homeowners Association for such permanent improvements, provided that written certification from such agency or Association is provided to Eagle County.

F. In calculating the costs of Permitted Capital Improvements, only the Owners actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner's labor, or to any appreciation in the value of the Permitted Capital Improvements. Eagle County may depreciate Permitted Capital Improvements consistent with the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

G. Permitted capital improvements shall not be appreciated, and shall be added only after appreciation is determined, as provided for in the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

6.0 RESALE PROCEDURES. After the initial sale of each Condominium Units by Declarant, such Condominium Units may only be resold or transferred after they are listed for sale with Eagle County pursuant to the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

7.0 RE-SALE LOTTERY CRITERIA. In the event than an Owner receives two or more bids equal to the Maximum Sales Price, as determined by the the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time, a Qualified Buyer shall be selected according to the priorities and procedures set forth in the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time, with the following exception: priority shall first be given to units occupied by the Declarant, and secondary priority shall be given to employees of the Declarant or their immediate families who do or will reside in Eagle County on a full-time basis.

8.0 EXCESS BID AMOUNTS. Bids in excess of the Maximum Sales Price shall be deemed to be bids equal to the Maximum Sales Price.

9.0 ACCEPTANCE OF BIDS. If all bids are below Maximum Sales Price, Owner may accept the highest qualified bid. If all bids are below Maximum Sales 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.

10.0 SUBMITTAL REQUIREMENTS. The County may require any prospective purchasers of Condominium Units to provide proof of residency and employment in accordance with the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

## 11.0 NON-QUALIFIED TRANSFEREES.

A. Transfer to Non-Qualified Transferee. In the event that title to a Condominium Unit vests by descent in individuals or entities that are not Qualified Buyers, (a "Non-Qualified Transferee"), as that term is defined herein, the Condominium Unit shall immediately be listed for sale as provided in the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

12.0 ANNUAL VERIFICATION. Eagle County may require the Owner to annually verify that the Unit continues to be occupied in accordance with the provisions of this Agreement and the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time. The penalties for non-compliance with the annual verification requirement, include, but are not limited to, forfeiture of appreciation and mandatory resale requirements of the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

13.0 RESERVATION OF RIGHTS. There is hereby reserved to the Declarant, and to the County, any and all remedies provided by law for breach of this Master Deed Restriction, or any of its terms. In the event the parties resort to litigation with respect to any or all provisions of this Restriction, each party shall pay its own damages and costs, including reasonable attorneys' fees.

14.0 EFFECT OF FAILURE TO COMPLY. In the event a Condominium Unit is sold or conveyed without compliance herewith, such sale or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Condominium Unit, for all purposes, shall be deemed to include and incorporate by this reference, the covenants herein contained, even without reference therein.

## 15.0 VIOLATION OF MASTER DEED RESTRICTION IN THE CASE OF DEFAULT UNDER A PROMISSORY NOTE OR FORECLOSURE.

(a) Owner shall not default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering a Condominium Unit. Owner must notify the County, in writing, of any notification received from a lender, or its assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note secured by a first deed of trust, as described herein, within five calendar days of Owner's notification from lender, or its assigns, of said default or past due payments.

(b) Upon notification from an Owner, as provided above, or other notice of such default, the County may in its sole discretion offer loan counseling or distressed loan services to the Owner, if any of these services are available, and the County is entitled to require the Owner to sell the Condominium Unit to avoid the commencement or continuance of any foreclosure proceeding against the Condominium Unit. If the County determines that sale of the Condominium Unit is necessary to avoid the foreclosure process, County may require and Owner shall immediately execute a standard Listing Contract on forms approved by the Colorado Real Estate Commission with the County, providing for a 30-day listing period. At that time, the Owner shall deposit with the County an amount equal to one half percent ( $\frac{1}{2}$  %) of the estimated value of the Unit. If the Owner is unable to pay the one half percent ( $\frac{1}{2}$ %) at the time of listing, the same shall be paid at the time of closing. If a sales contract has not been executed within the initial 30-day period, the 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 County shall promptly advertise the Condominium Unit for sale by competitive bid to Qualified

Buyers. At the time of closing, the Owner shall pay to the County in addition to the one half percent (½%) paid at the time of listing an additional one and one-half percent (1 ½ %), for a maximum fee of two percent (2%) of the actual sales price. In the event of a listing of the Condominium Unit pursuant to this Paragraph 7b, the County is entitled to require the Owner to accept the highest of any qualified bids which satisfies the Owner's financial or other obligations due under the promissory note secured by a first deed of trust and deed of trust in favor of the County as described herein, and to sell the Condominium Unit to such qualified bidder. In accordance with the Eagle County Housing Guidelines, the County may in its sole discretion elect to purchase a Condominium Unit under this paragraph 7b for rental or for sale to a Qualified Buyer.

(c) Upon receipt of notice as provided in Paragraphs 7a and 7b, the County shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the Owner shall be personally liable to the County for past due payments made by the County together with interest thereon at the rate specified in the promissory note secured by the deed of trust, plus one percent (1%) in addition to the interest rate identified in the promissory note and all actual expenses of the County incurred in curing the default. The Owner shall be required by the County to execute a promissory note on commercially reasonable terms acceptable to County and secured by deed of trust encumbering the Condominium Unit in favor of the County for the amounts expended by the County as specified herein, including future advances made for such purposes. The County shall be entitled to all rights and remedies under the deed of trust including the right of foreclosure. The Owner may cure the default and satisfy its obligation to the County under this subparagraph at any time prior to execution of a contract for sale, upon such reasonable terms as specified by the County. Otherwise, Owner's indebtedness to the County shall be satisfied from the Owner's proceeds at closing.

(d) The County, pursuant to the form of Option to Buy which is attached hereto and incorporated herein as Exhibit B, shall release and waive its ability to enforce this Master deed restriction only in the event of a foreclosure or acceptance of a deed in lieu of foreclosure by the holder (including assigns of the holder) of a promissory note secured by a first deed of trust on a Condominium Unit; provided, however, that prior to such release or waiver the County shall have the option to buy the Condominium Unit within thirty (30) days after the issuance of a public trustee's deed or deed in lieu of foreclosure to the holder, or the holder's assigns or successors, as more fully set forth in Exhibit B.

(e) It is specifically agreed that nothing contained herein shall require the County to release and waive its ability to enforce this Master deed restriction in the event of foreclosure of a lien secured in second or subsequent position.

(f) If the County or its assigns exercises the Option to Buy and acquires title to a Condominium Unit as set forth in Exhibit B the County or its assigns may thereafter sell the Condominium Unit to a Qualified Buyer or rent the Condominium Unit in accordance with the terms of the Guidelines and the Housing Plan until such time that the Condominium Unit can be sold to a Qualified Buyer.

**THIS MASTER DEED RESTRICTION AGREEMENT GIVES EAGLE COUNTY A PROPERTY INTEREST FOR PURPOSES OF NOTICE PURSUANT TO C.R.S. 38-38-103.**

16.0 NOTICES. A Request for Notice must be recorded immediately after conveyance and recording of deeds of trust related to the sale of all Condominium Units in the form attached hereto as Exhibit C. Any notice, consent, or approval required to be given hereunder shall be

given by mailing the same, certified mail, return receipt requested, properly addressed and with posting fully prepaid, to the last known address of Declarant or any Unit Owner so long as prior written notice of the change of address has been given to the other party to this Restriction.

Notice to Eagle County shall be given by certified mail, return receipt requested to the following address:

Eagle County Attorney  
Eagle County Building  
500 Broadway  
Box 850  
Eagle, CO, 81631-0850

With a copy to:

Eagle County Housing Director  
Post Office Box 179  
Eagle, CO, 81631

17.0 SEVERABILITY. Whenever possible, each provision of this Agreement 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 such documents.

18.0 CHOICE OF LAW. This Agreement, and every related document, is to be governed and construed in accordance with the laws of the State of Colorado.

29.0 VENUE. Exclusive jurisdiction over the subject matter hereof and any dispute with respect hereto shall be exclusively vested in the Courts of Eagle County, Colorado.

20.0 SUCCESSORS AND ASSIGNS. The provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties, including but not limited to any housing authority created pursuant to C.R.S. § 29-4-501, *et seq.* or C.R.S. § 29-1-204.5

21.0 SECTION HEADINGS. Paragraph or section headings within this Agreement are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

22.0 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.

23.0 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.

#### 24.0 FURTHER ACTIONS.

A. 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 Restriction or any Restriction or document relating hereto or entered into in connection herewith.

B. All subsequent purchasers of a Condominium Unit shall execute, in a form satisfactory to Eagle County, concurrent with the closing of the purchase and sale of a Unit, a document acknowledging the purchaser's agreement to be bound by this Agreement and the Eagle County Housing Guidelines and Administrative Procedures, as amended from time to time.

25.0 MODIFICATIONS. Any modifications of this Master Deed Restriction shall be effective only when made by writings signed by Declarant, its successors or assigns, and by the Board of County Commissioners of Eagle County, Colorado, provided that any such modification shall not materially impair the Owners' rights or the rights of the beneficiary of any first deed of trust encumbering any of the Condominium Units, unless Eagle County unifies property ownership without a first deed of trust. Notwithstanding the foregoing, all amendments to the Eagle County Housing Guidelines and Administrative Procedures shall apply to this Master Deed Restriction with the same force and effect as originally adopted.

26.0 PERPETUITIES SAVINGS CLAUSE. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Option to Buy shall be unlawful or void for violation of: (a) the rule against perpetuities or some similar 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 the period of the lives of the then-current duly elected and seated Eagle County Commissioners, and the then-current Eagle County employees, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

28.0 EFFECT. The terms of this Agreement shall constitute a covenant running with the Property described in Exhibit A, as a burden thereon, for the benefit of, and shall be specifically enforceable by Declarant and by Eagle County by its Board of County Commissioners, and their respective successors and assigns, by any appropriate legal action, including, but not limited to, specific performance, injunction, reversion, or eviction of non-complying owners and/or occupants.

29.0 PRIORITY OF MASTER DEED RESTRICTION AGREEMENT. All obligations and restrictions recorded subsequent to the recording of this agreement shall be and remain subordinate to the terms hereof.



IN WITNESS WHEREOF, the Declarant has caused the execution of this Master Deed Restriction Agreement this 31<sup>st</sup> day of March, 2008.

The Archdiocese of Denver, a Colorado corporation sole, as trustee and for the benefit of St. Clare of Assisi Catholic Parish, a separate public juridic person under 1983 Code of Canon Law of the Roman Catholic Church

By: Monseigneur Thomas S. Fryar  
Rev. Msgr. Thomas S. Fryar, V. G.  
attorney in fact for Charles J. Chaput, O. F. M. Cap.,  
Archbishop of Denver

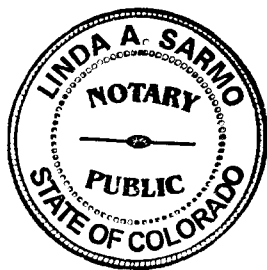
Attest: Robert J. Kinkel  
Very Rev. Robert J. Kinkel, V. F.  
Pastor, St. Clare of Assisi Catholic Parish  
Edwards, Colorado

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER )

The foregoing Master Deed Restriction Agreement for the Occupancy and Resale of the Red Draw Deed Restricted Condominium Units was acknowledged before me this 31<sup>st</sup> day of March, 2008, by Thomas S. Fryar, as Attorney-in-Fact for Charles J. Chaput, O.F.M. Cat., Archbishop of Denver, for the Archdiocese of Denver, a Colorado corporation sole, and by Robert J. Kinkel, as Pastor of St. Clare of Assisi Catholic Parish, Edwards, Colorado.

Witness my hand and official seal.

My commission expires: August 2, 2010




Wendel Sertm  
Notary Public  
2334 So. Madison  
Address Denver, CO 80210

ACCEPTANCE BY THE BOARD OF COUNTY COMMISSIONERS OF EAGLE COUNTY,  
COLORADO

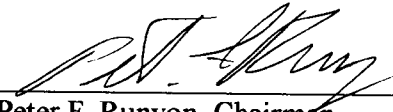
**MOVED, READ AND ADOPTED**, by the Board of County Commissioners of the  
County of Eagle, State of Colorado, at its regular meeting held the 1 day of April, 2008.

COUNTY OF EAGLE, STATE OF COLORADO  
By and Through its BOARD OF COUNTY  
COMMISSIONERS

ATTEST:

  
Clerk to the Board of County  
Commissioners



  
Peter F. Runyon, Chairman

BY:  , DEPUTY

## **EXHIBIT A**

### **Property Description**

**Tract A, St. Clare of Assisi Parish, according to the Plat thereof recorded October 29, 1996, at Reception number 605945 in Book 709 at Page 965 in the Office of the Eagle County Clerk and Recorder, Eagle County, Colorado**

**EXHIBIT "B"**  
**OPTION TO BUY**

If the holder (or holder's assigns) of a promissory note secured by a first deed of trust on a work force housing unit (hereinafter "WHU") acquires title to said WHU by deed in lieu of foreclosure or by confirmation deed from the public trustee or sheriff, Eagle County (or its assigns) shall have the option to purchase the Property which shall be exercised in the following manner:

**A. Notice.**

The Owner and the holder shall give such notice to the County as is required by law or as required in the Master Covenant.

Said notice shall be sent by certified mail, return receipt requested, and addressed as follows:

**Housing Department  
Eagle County Government  
Post Office Box 850  
Eagle, CO 81631**

and

**Eagle County Attorney  
Post Office Box 850  
Eagle, CO 81631**

**B. Option to buy.**

The County or its assigns shall have (sixty) 60 days after receipt of notice by Eagle County, as provided for in paragraph A above, of the public trustees or sheriffs confirmation deed or deed in lieu of foreclosure in which to exercise this Option to Buy.

- i. In the event of foreclosure and issuance of a public trustee's or sheriffs confirmation deed, County may exercise its Option to Buy by tendering to the Transferee of such deed or its assigns, in cash or certified funds, the redemption price that would have been required to redeem from such transferee as if the County were the next redemptioner entitled to redeem under Colorado law, and any additional reasonable costs incurred by said transferee during the option period directly related to the foreclosure.
- ii. In the event of a deed in lieu of foreclosure, the County may exercise its Option to Buy by tendering to the Transferee of the deed in lieu of foreclosure or its assigns, in cash or certified funds, an amount equal to the amount due on the note, secured by the deed of trust or mortgage, and

any additional reasonable costs incurred by said transferee during the option period.

**C. Title.**

Upon receipt of the option price, the Transferee shall deliver to the County or its assignee a special warranty deed, conveying the subject WHU to the County or its assignee. The Transferee shall convey only such title to the subject WHU as the Transferee obtained by way of the foreclosure or by deed in lieu of foreclosure. The Transferee shall not create or participate in the creation of any additional end or encumbrances against the subject WHU following the Transferee's acquisition of title to the subject WRU. The Transferee shall not be liable for any of the costs of conveyance to the County or its assignee.

**D. Release.**

Upon notice to the County of a Transferee's acquisition of title to the subject WHU, the County or its assigns shall have sixty (60) days in which to exercise the option to buy by notifying the Transferee in writing of its intent to exercise the option.

In the event that the County does not notify the Transferee in writing of its intent to exercise the option to buy as set forth herein, the County's Option to Buy and the Master Covenant recorded at Reception Number in the records of the Clerk and Recorder of Eagle County, Colorado shall be automatically released only with respect to the WHU which is the subject of said Option to Buy as of the sixty-first day after notice to Eagle County, as provided for above.

It is the intent of the County that the Option to Buy and the referenced Master Covenant be terminated automatically upon the failure of the County to provide written notice of its intent to exercise its option to buy to the Transferee, whether such failure is intentional or unintentional, and that such termination will be effected without the necessity of any affirmative action on the part of the Transferee and without the necessity of recording a release of such Master Covenant.

It is agreed that this section D shall not result in a release of the Master Covenant from the WHU that are not the subject of foreclosure or deed in lieu of foreclosure and nothing contained herein shall require County to release and waive its ability to enforce the Master Covenant in the event of foreclosure of a lien in second or subsequent position or in the event of a deed in lieu of foreclosure of a lien in second or subsequent position.

**E. Perpetuities Savings Clause.**

Many of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Option to Buy shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the

**period of the lives of the then current duly elected and seated Board of County Commissioners of Eagle County and the then current employees of Eagle County, Eagle, Colorado, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.**

**F. 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 hereto.**

**G. Modifications.**

**The parties hereto agree that any modification to this Option to buy shall be effective only when made by writings signed by all parties and recorded with the Clerk and Recorder of Eagle County, Colorado.**

**REQUEST FOR NOTICES**

**EAGLE COUNTY, COLORADO, a body corporate and politic, by the EAGLE COUNTY ATTORNEY, whose address is P.O. Box 850, Eagle, CO 81631-0850, claims an interest in each of the properties described below and requires (I) that Eagle County and the Eagle County Housing Department receive a copy of any combined notice of right to cure and right to redeem required to be mailed pursuant to the provisions of C.R.S. § 38-38-103; and (ii) that it be named as a party in any civil action commenced by any person to quiet title to any of the properties described below.**

**NAME OF OWNER(s) OF RECORD AS OF \_\_\_\_\_**

**LEGAL DESCRIPTION OF PROPERTY: \_\_\_\_\_**

**ADDRESS OF PROPERTY: \_\_\_\_\_**

**Notices should be mailed to Eagle County, Colorado, as follows:**

**Eagle County Attorney  
Eagle County Building  
500 Broadway  
P. O. Box 850  
Eagle, CO 81631**

**Eagle County Housing Director  
Eagle County Building  
500 Broadway  
P. O. Box 850  
Eagle, CO 81631**

**Dated this \_\_\_\_ day of \_\_\_\_\_**

**OFFICE OF THE EAGLE COUNTY ATTORNEY**

**By: \_\_\_\_\_**

**Christina Hooper, #38271  
Assistant County Attorney  
P. O. Box 850  
Eagle, CO 81631-0850  
970-328-8685 - Telephone  
970-328-8699 - Facsimile**