

## LAKE COUNTY MASTER DEED RESTRICTION

THIS MASTER DEED RESTRICTION ("Deed Restriction") is made this day of July 7, 2026 ("Effective Date") by the **Lake County Board of County Commissioners** ("County"), a Colorado body corporate and politic and political subdivision of the State of Colorado, with an address of 505 Harrison Avenue, PO Box 964, Leadville, CO 80461.

### RECITALS:

- A. The County is the fee simple title owner of the real property legally described in **Exhibit A** (the "Property") attached hereto.
- B. An individual lot, and the dwellings, structures, appurtenances, improvements, and fixtures located thereon and located within the Property is defined herein as a "**Unit**."
- C. "Qualified Buyers" are natural persons who meet the then current definition of "Qualified Owner", "Qualified Owner-Resident", or "Qualified Employer" — as set forth in the Leadville Lake County Regional Housing Authority's ("**LLCRHA**") Community Housing Guidelines, adopted November 5, 2024, as may be amended and modified from time to time (the "**Community Housing Guidelines**"), including without limitation the requirement that any Qualified Owner-Resident's primary source of income be earned through full-time employment within Lake, Eagle, Summit, or Chaffee County, Colorado.
- D. The County hereby restricts the acquisition, transfer, use, and occupancy of the Units to Qualified Buyers who fall within the income categories established in the Community Housing Guidelines.
- E. This Deed Restriction shall constitute a resale agreement setting forth the maximum resale price (the "**Maximum Resale Price**") for which the Units may be sold and the terms and provisions controlling such resale.
- F. The County Board of County Commissioners approved this Master Deed Restriction on July 7, 2026 by Resolution No. 2026-29.
- G. This Deed Restriction shall be administered by the County or its designee, subject to Section 18

### RESTRICTIONS:

#### 1. Use and Occupancy.

- a. The use and occupancy of the Property, and each of the Units thereon, shall be limited

exclusively to Owners who meet the definition of Qualified Buyers and their immediate family members, which includes a family member once- removed (aunts, uncles, grandparents, in-laws), the requirements of this Deed Restriction and the LLCRHA Community Housing Guidelines. "Family Member" means, with respect to a Qualified Buyer: (a) the Qualified Buyer's spouse or domestic partner; (b) the Qualified Buyer's children, including biological, adopted, step-, and foster children; (c) the Qualified Buyer's parents, including step-parents and adoptive parents; (d) the Qualified Buyer's grandparents and grandchildren; (e) the Qualified Buyer's siblings, including step- and half-siblings; and (f) any of the foregoing relations of the Qualified Buyer's spouse or domestic partner (in-laws). For purposes of this definition, a legal guardianship or court-recognized custodial relationship shall be treated as equivalent to a parent-child relationship. For purposes hereof, an "**Owner**" is a person(s) who is a Qualified Buyer who acquires an ownership interest in a Unit in compliance with the terms and provisions of this Deed Restriction and the Community Housing Guidelines, it being understood that such person(s) shall be deemed an "Owner" hereunder only during the period of their ownership interest in the Unit, and shall be obligated hereunder for the full and complete performance and observance of all of the covenants, conditions and restrictions contained in this Deed Restriction and in the Community Housing Guidelines during such period.

- b. An Owner, in connection with the purchase of a Unit, must:
- i. occupy the Unit as its sole place of residence during the period that such Unit is owned by them;
  - ii. not own, directly or indirectly through a legal entity, any interest alone or in conjunction with others, in any developed residential property or dwelling units in accordance with the limitations established by the Community Housing Guidelines;
  - iii. not engage in any business activity in the Unit, other than as permitted by the Community Housing Guidelines and the Leadville Municipal Code (the "**Code**");
  - iv. not permit any junior lienholder encumbrance to be recorded against the Unit without the County's prior written approval;
  - v. not sell or otherwise transfer the Unit other than in accordance with this Deed Restriction and the Community Housing Guidelines;
  - vi. not permit any use or occupancy of the Unit except in compliance with this Deed Restriction and the Community Housing Guidelines;
  - vii. continue to meet the residency, employment, and other requirements of a Qualified Owner or Qualified Owner-Resident established by the Community Housing Guidelines, or this Deed Restriction;

- viii. be subject to recertification of employment, residency and ownership of the Unit as required by and set forth in the Community Housing Guidelines; and/or be a qualified business, nonprofit, government agency, or essential service provider located in Lake County that rents the Unit to its employees (an “**Employee Rental**”), or as otherwise allowed by the Community Housing Guidelines, provided that no Employee Rental shall constitute a short-term or vacation rental, and the Unit shall not be advertised or offered on any short-term rental platform or booking service.
2. **Initial Finance and Refinance Restriction.** At the time of purchase of a Unit, the original principal amount of any indebtedness secured by a mortgage shall not exceed an amount equal to one hundred percent (100%) of the purchase price paid for the Unit. An Owner may refinance a mortgage that encumbers their Unit, provided, however, that the original principal amount of any refinanced indebtedness secured by any and all mortgages against the Unit shall not exceed an amount equal to ninety-seven percent (97%) of the then current Maximum Resale Price.
3. **Maximum Resale Price.** In no event shall the Unit be sold by Owner for an amount in excess of the Maximum Resale Price. Upon purchase, resale, transfer and issuance of a certificate of occupancy for the Unit as permitted under this Deed Restriction and the Community Housing Guidelines, at closing, Owner shall execute an "Acknowledgement of Deed Restriction and Maximum Resale Price" (the "**DR Acknowledgement**") in substantially the same form as attached hereto as **Exhibit B**. The DR Acknowledgement shall be recorded in the real property records of the Clerk and Recorder of Lake County, Colorado immediately after the recording of the vesting deed for the Unit and before the recording of any deed of trust. Failure to so record the DR Acknowledgment before any deed of trust shall void the transfer of the Unit under the vesting deed *ab initio* (from the beginning).
4. **Sale of the Unit.** In the event that Owner seeks to sell the Unit, Owner shall submit to the County and LLCRHA a Notice of Intent to Sell or Transfer Title in accordance with the Community Housing Guidelines as may be amended. Notwithstanding anything to the contrary in the Community Housing Guidelines, the Unit shall be sold pursuant to a lottery process administered by the County or LLCRHA, in accordance with the lottery procedures set forth in Section III of the Community Housing Guidelines or as otherwise established by the County or LLCRHA. The Board of County Commissioners has determined that a lottery process shall apply to the resale of each Unit notwithstanding the Community Housing Guidelines' general recommendation against the use of a lottery for resales. Upon receipt of the Notice of Intent to Sell, the LLCRHA shall calculate the Maximum Resale Price and shall administer the lottery in accordance with this Section. The Unit may not be transferred to any person or entity not qualified by the LLCRHA as a Qualified Buyer, nor for consideration that exceeds the Maximum Resale Price. No sale or transfer of the Unit shall close without a Certificate of Eligibility issued by the LLCRHA confirming the purchaser's status as a Qualified Buyer.

5. **Non-Qualified Transferees.** In the event that title to the Unit vests by descent in the event of an Owner's death or is otherwise acquired by any person(s) who are not a Qualified Buyer (a "**Non-Qualified Transferee**"), the Unit shall immediately be listed for sale as provided herein, for the highest bid by a Qualified Buyer that is not less than ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, whichever is less. If all bids are below ninety-five percent (95%) of the Maximum Resale Price or the appraised market value, the Non-Qualified Transferee may elect to sell the unit for a lower price or list the Unit for sale until a bid in accordance with this section is made. The cost of an appraisal shall be paid by the Non-Qualified Transferee.
- a. Non-Qualified Transferees 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. Non-Qualified Transferees agree not to: (a) occupy the Unit; (b) rent all or any part of the Unit, except in compliance with this Deed Restriction and the Community Housing Guidelines; (c) engage in any other business activity in the Unit; (d) sell or otherwise transfer the Unit except in accordance with this Deed Restriction and the Community Housing Guidelines; or (e) sell or otherwise transfer the Unit for use in a trade or business.
  - b. The County shall have the right and option to purchase the Unit. Such right and option shall be exercisable by written notice from the County to a Non-Qualified Transferee within a period of fifteen (15) calendar days after receipt of any sales offer submitted to the County by a Non-Qualified Transferee, and in the event of exercising its right and option, the County shall be permitted to purchase the Unit from the Non-Qualified Transferee for a price of ninety-five percent (95%) of the Maximum Resale Price, some other mutually agreed upon price, or the appraised market value, whichever is less. The offer to purchase shall be made by the Non-Qualified Transferee within fifteen (15) days of acquisition of title to the Unit.
  - c. Where the provisions of this Section 4 apply, the County may require Owner to rent the Unit in accordance with the requirements set forth in Section 6 below.
6. **Owner Residence, Employment and Continuing Compliance.** The Unit shall be utilized only as the sole and exclusive place of residence of an Owner. In the event that Owner changes their place of residence or ceases to utilize the Unit as their sole and exclusive place of residence, ceases to be a full-time employee in accordance with the Community Housing Guidelines, or otherwise ceases to be in compliance as a Qualified Buyer, the Unit must be offered for sale pursuant to the notice and listing procedures set forth in Section 4 above and the Community Housing Guidelines. An Owner shall be deemed to have changed their place of residence by becoming a resident elsewhere or residing in the Unit for fewer than nine (9) months per calendar year without the express written approval of the County, or by ceasing to be a full-time employee in Lake, Summit, Eagle or Chaffee County for more than six (6) months as required by the Community Housing Guidelines. A reasonable accommodation as defined by Americans with Disabilities Act may be requested from the LLCRHA to allow Owner to meet these residency requirements. The LLCRHA may require an Owner who is not complaint with the foregoing requirements to rent the Unit in

accordance with the requirements hereof and the Community Housing Guidelines. If at any time Owner also owns directly or indirectly through a legal entity any interest alone or in conjunction with others in any developed residential property or dwelling units as described in the Community Housing Guidelines, Owner shall immediately list such other property for sale and shall sell his interest in such property in accordance with this Deed Restriction and the Community Housing Guidelines. In the event that such other property has not been sold by Owner within one (1) year of its listing, Owner hereby agrees to immediately list the Unit for sale pursuant to this Deed Restriction and the Community Housing Guidelines.

7. **Owner Rentals.** An Owner may not, except with prior written approval of the County, rent the entire Unit for any period of time unless it is a Qualified Employer Rental, as defined herein and in the Community Housing Guidelines as a Unit owned by a Qualified Employer for the purpose of renting the property to its employees, or to employees of other local employers. Prior to occupancy, any tenant must be approved by the County in writing in accordance and compliance with the income, occupancy and other qualifications established in the Community Housing Guidelines. The County shall not approve any rental if such rental is being made by Owner to utilize the Unit as an income producing asset and shall not approve a lease with a rental term in excess of six (6) months. A copy of the proposed lease must be provided to the County for review and approval prior to occupancy by a tenant. Any such lease approved by County shall state the lease term and the monthly rent. The monthly rent cannot exceed Owner's total costs incurred in relation to the Unit, including monthly expenses and costs for any mortgage principal and interest payments, taxes, property insurance, condominium or homeowners' dues or assessments and utilities in the Owner's name, plus any additional amount as permitted by the Community Housing Guidelines and a reasonable security deposit not to exceed the amount of one-month's rent. The requirements hereof shall not preclude Owner from sharing occupancy of the Unit with non-owners on a rental basis provided that Owner continues to meet the requirements contained in this Deed Restriction and the Community Housing Guidelines. In no event shall Owner create an additional or accessory dwelling unit in the Unit. Nothing herein or in the Community Housing Guidelines shall be construed to create any liability for the County attributable to the rental of the Unit or require the County to provide a tenant for the Unit, the same being expressly disclaimed hereby.
8. **Qualified Employer Rentals.** A Qualified Employer Rental means a qualified business, nonprofit, government agency, or essential service provider located in Lake County that rents the Unit to its employees (an "**Employee Rental**"), provided that no Employee Rental shall constitute a short-term or vacation rental, and the Unit shall not be advertised or offered on any short-term rental platform or booking service, or as otherwise defined in the Community Housing Guidelines.

Notwithstanding anything to the contrary in this Deed Restriction, the County (or its designee) may lease any Unit that has not yet been sold to a Qualified Buyer, on an interim basis, without such leasing constituting a violation of this Deed Restriction or being subject to the occupancy, resale, or Qualified Buyer restrictions set forth herein. This carveout shall terminate automatically upon the County's conveyance of the applicable Unit to a Qualified Buyer, at which point the Unit shall become fully subject to all the provisions, requirements,

and restrictions in this Deed Restriction.

9. **Compliance Review: Remedies for Breach.** Owner shall promptly provide the County with all such information as the County shall reasonably require as necessary to verify compliance with this Deed Restriction and the Community Housing Guidelines. The County shall maintain the confidentiality of any financial data provided by Owner, except for such disclosures as are necessary with respect to any litigation, enforcement of this Deed Restriction or other legal proceedings. In the event that the County has reasonable cause to believe that Owner is violating this Deed Restriction and/or the Community Housing Guidelines, the County shall have the right to inspect the Unit at reasonable times, after providing at least 24 hours' advance written notice of each such inspection. In the event that a violation of this Deed Restriction or the Community Housing Guidelines is discovered, the County shall send a written notice of such violation to Owner describing the nature of the violation and allowing Owner fifteen (15) days to undertake a cure of such violation. Said notice shall state that Owner may request a hearing pursuant to the Grievance Process identified in Section VIII of the Community Housing Guidelines within the fifteen (15) day notice period to dispute the alleged violation. If no hearing is requested and no effort to cure the violation is undertaken within the fifteen (15) day period or such undertaking is not promptly and continuously proceeded with, the violation shall be considered final and the County may require the Owner to immediately list the Unit for sale in accordance with this Deed Restriction. Owner's failure to request a hearing shall constitute an exhaustion of administrative remedies for purposes of judicial review. If a hearing is requested and held, (i) the Grievance Committee's decision based on the hearing record shall be final for the purpose of determining if a violation has occurred, and (ii) the Grievance Committee shall have absolute discretion to determine the appropriate action to be taken when it comes to selecting whether to allow the Owner to remedy the violation or to require Owner to list the Unit for sale in accordance with this Deed Restriction. Should Owner disagree with the Grievance Committee's determination, they may file an action requesting review by the Lake County District Court.
10. **Notice Obligation.** Owner and any beneficiary of any deed of trust or other encumbrance affecting the Unit shall give immediate notice to the County its designee, or LLCRHA of any instances of: (a) Owner's receipt of notice of foreclosure or any other legal proceedings related to the Unit; (b) any uncured delinquency of thirty (30) days or more in Owner's payment of any amounts in connection with the Unit; (c) Owner's uncured default under any deed of trust or other encumbrance affecting the Unit; and (d) any transfer, encumbrance or conveyance of all or any part of the Unit.
11. **Default.** Any breach of the terms and conditions set forth herein, including, without limitation, a transfer, encumbrance, or conveyance in violation of the terms hereof shall constitute a default hereunder. Default by Owner of the terms of any deed of trust or other encumbrance affecting the Unit shall also constitute a default hereunder. In the event of a default, following notice and an opportunity to cure as provided for herein, the County its designee, or LLCRHA shall have all rights and remedies set forth herein as well as those available at law and in equity.

## **12. Remedies.**

- a. In the event that Owner fails to timely cure any default, the County its designee, or LLCRHA may resort to any lawful means to protect its interest in this Deed Restriction, including, without limitation, curing such default and pursuing an action against Owner and any beneficiary of any deed of trust or other encumbrance affecting the Unit for damages. Any amounts paid by the County its designee, or LLCRHA under this provision shall accrue interest at the rate of eighteen percent (18%) per annum and the County its designee, or LLCRHA shall be entitled to recover all costs and expenses incurred to recover any amounts paid by the County including reasonable attorneys' fees.
- b. This Deed Restriction shall be administered by the County its designee, or LLCRHA and shall be enforceable by appropriate legal or equitable action, including, but not limited to specific performance, injunction, abatement or eviction of non-complying owners or occupants, or such other remedies and penalties as may be deemed appropriate by the County its designee, or LLCRHA. All such remedies shall be cumulative and concurrent.
- c. Owner appoints the County its designee, or LLCRHA as its attorney in fact for purposes of curing any default under this Deed Restriction. Owner shall give and execute an instrument of authorization reflecting such appointment when required by the County its designee, or LLCRHA.

**13. Option to Purchase.** In the event of a default of any deed of trust or other encumbrance affecting the Unit that remains uncured by Owner, the County, City of Leadville, or the LLCRHA ("Option Parties" or singular "Option Party") shall have an option ("**Option**") to purchase the Unit. If more than one Option Party delivers notice of exercise within the Option Period, the Option Party's exercise shall be given priority in the following order: (i) Lake County; (ii) LLCRHA; (iii) City of Leadville. Any Option Party lower in priority whose exercise is superseded under this provision shall have no further rights under this Section with respect to that default. The Option Parties shall have forty-five (45) days after receipt of written notice of any default from the holder of any instrument secured by a deed of trust or other encumbrance affecting the Unit to exercise the Option ("**Option Period**"). The Option Party shall exercise the Option by delivering to Owner written notice of such exercise within the Option Period. The Option Party shall be granted entry to the Unit during the Option Period in order to inspect the Unit. Owner or any lienholder shall maintain utility connections until expiration of the Option Period or Closing (as defined below). The Option Party shall have the Option to purchase the Unit for the amount due to any holder of a promissory note secured by a first deed of trust on the Unit ("**Lienholder Amount**"). The Option Party shall have the following rights and obligations respecting its exercise of the Option:

- a. Owner shall permit a final walk-through of the Unit by the Option Party during the three (3) days prior to Closing.

- b. Upon payment of the Lienholder Amount by the Option Party, Owner shall cause to be delivered to the Option Party a special warranty deed for the Unit, free and clear of all liens and encumbrances.
- c. Normal and customary Closing costs shall be shared equally by Owner and the Option Party. Owner shall be responsible for, at its cost, any and all title insurance fees, document fees and recording fees for the deed. Taxes shall be prorated based upon taxes for the calendar year immediately preceding Closing. Any fees incident to the issuance of a letter or statement of assessments by an association shall be paid by Owner. Owner shall receive a credit for that portion of association assessments paid in advance from date of Closing.
- d. Closing on the purchase of the Unit by the Option Party shall occur expeditiously, but in any case, within sixty (60) days of the Option Party's exercise of the Option at a date and time to be mutually agreed upon by the Option Party and Owner (the "**Closing**"). The location of the Closing shall be the title company selected by the Option Party. Possession shall be delivered to the Option Party at Closing, unless otherwise agreed between Owner and Option Party.

**14. Termination of Deed Restriction.** In the event of a sale in foreclosure or acceptance of deed in lieu of foreclosure by the holder of a deed of trust where the County does not exercise the Option or otherwise fails to close on the Option as provided herein, this Deed Restriction shall automatically and permanently terminate and be of no further force and effect as respects the subject Unit, except as to any recorded liens in favor of the County. In the event of the termination of this Deed Restriction, the County shall cause to be recorded in the real property records of the Clerk and Recorder of Lake County a full and complete release of this Deed Restriction as respects the subject Unit.

**15. Run with the Land; Binding.** Subject to Section 14 hereof, this Deed Restriction shall be a perpetual covenant that shall run with the land as a burden thereon for the benefit of the County, its designees and assigns, and each County Designee (as defined below), and shall be binding on Owner, its heirs, personal representatives, successors, assigns, lessees, licensees and transferees.

The County shall have the right to terminate this Deed Restriction as to any Unit when the County is the fee title owner of such Unit by recording an instrument reflecting such termination in the real property records of the Clerk and Recorder of Lake County, Colorado. Upon such termination, as to the effected Unit, this Deed Restriction shall be null and void.

**16. Transfer and Conveyance.** In the event the Unit is sold, transferred, encumbered, or otherwise conveyed without complying with this Deed Restriction, such sale, transfer, encumbrance, or conveyance shall be wholly null and void *ab initio* and shall confer no title or other interest whatsoever upon the purported transferee. Each and every encumbrance or conveyance of the Unit shall be deemed, for all purposes, to include the Community Housing Guidelines, as they may be amended from time to time.

**17. General Provisions.** The following terms and conditions shall apply to this Deed Restriction:

- a. **Notices.** Any notice, consent or approval that is required to be given hereunder shall be given by either: mailing the same, via certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein; or hand-delivering the same to any address provided herein. Notices shall be considered delivered on the date of delivery if hand-delivered or if both hand-delivered and mailed; or three (3) days after postmarked, if mailed only. Notices, consents, and approvals shall be sent to the parties at the last addresses of record for the parties.
- b. **Severability.** Whenever possible, each provision of this Deed Restriction and any other related document shall be interpreted in such manner so as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under applicable law, such provisions shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.
- c. **Attorneys' Fees.** If the County, a County Designee (as defined below), or LLCRHA or its designee is required to enforce any provision of this Deed Restriction or the Community Housing Guidelines, the County, a County Designee (as defined below), or LLCRHA shall be entitled to collect any and all costs and expenses incurred in conjunction therewith including, without limitation, reasonable attorneys' fees.
- d. **Choice of Law; Venue.** This Deed Restriction and each and every related document shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Deed Restriction shall be in Lake County, Colorado.
- e. **Assignment and Transfer.** This Deed Restriction and the rights, benefits and obligations contained herein may be assigned and transferred, in whole or in part, by the County without notice to Owner or any lienholder. Such right of assignment and transfer shall include, without limitation, the rights of performance and enforcement of the terms hereof.
- f. **Successors and Assigns.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon all heirs, personal representatives, successors, assigns, lessees, licensees, and transferees of the parties.
- g. **Section Headings.** Section headings in this Deed Restriction are inserted solely for convenience and ease of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

- h. **Recitals.** The Recitals above contain material terms to and are deemed enforceable provisions of this Deed Restriction.
- i. **Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Deed Restriction shall be valid against any party hereto except on the basis of a written instrument executed by the parties. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition in writing.
- j. **Gender and Number.** Whenever the context herein so requires, the neuter, male or female gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- k. **Construction.** None of the provisions of this Deed Restriction shall be construed against or interpreted to the disadvantage of a party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.
- l. **Amendments in Writing.** This Deed Restriction may only be modified or amended in writing by the County. No such modification shall be effective until a written instrument is executed and recorded in the official real property records of the office of the Clerk and Recorder of Lake County.
- m. **Conflict.** In the event of any conflict or inconsistency between this Deed Restriction and the Community Housing Guidelines, this Deed Restriction shall in all cases prevail and control.

#### **18. Delegation of Administration; Reversion to County.**

- a. **Delegation to LLCRHA.** The County, as the original declarant of this Deed Restriction, hereby delegates to the Leadville/Lake County Regional Housing Authority ("LLCRHA") the day-to-day administration and monitoring of this Deed Restriction and the Community Housing Guidelines, including, without limitation, income and asset qualification of prospective Owners, deed monitoring and compliance affidavits, lottery or resale administration, calculation of the Maximum Resale Price, and processing of Notices of Intent to Sell, all as more particularly described in the Community Housing Guidelines. References in this Deed Restriction to the "County" with respect to such administrative functions shall be deemed to refer to LLCRHA for so long as this delegation remains in effect.
- b. **Reservation of Authority.** This delegation is administrative in nature and does not relieve the County of its status as the declarant and beneficiary of this Deed Restriction, nor does it limit the County's independent right to enforce this Deed Restriction, to approve or disapprove any exemption request escalated under Section 8.3 of the Community Housing Guidelines, or to act directly in any instance where LLCRHA fails or declines to act.

- c. **Reversion Upon Dissolution or Incapacity of LLCRHA.** In the event that LLCRHA ceases to exist, is dissolved, or otherwise becomes unable or unwilling to perform the administrative functions delegated under this Section, all such functions shall automatically revert to and be assumed by the County, without the necessity of further action, amendment, or recording, other than the County's issuance of written notice of such reversion for informational purposes. The County may thereafter perform such functions directly or designate a successor administrator. Any reference in this Deed Restriction or the Community Housing Guidelines to LLCRHA shall, upon such reversion, be deemed to refer to the County or its designated successor administrator.
- d. **No Impairment of Owner Obligations.** No delegation, reversion, or change in administrator under this Section shall impair, suspend, limit, or otherwise affect the validity or enforceability of this Deed Restriction or any obligation of Owner hereunder.
- e. **Enforcement by LLCRHA or County Designee.** In addition to its administrative functions under this Section, LLCRHA, and any successor or other entity designated by the County to administer this Deed Restriction (each, a "**County Designee**"), is hereby authorized, as an intended third-party beneficiary of this Deed Restriction, with the duty and power to enforce its terms and the Community Housing Guidelines directly, including, without limitation, to pursue the compliance review and remedies procedures set forth in Section 9, to declare a default under Section 11, and to pursue any right or remedy available under Section 12, in each case in its own name and without joinder of the County, provided that:
  - i. Any enforcement action brought by LLCRHA or a County Designee under this subsection shall be brought for the benefit of, and any monetary recovery shall inure to, the County, unless otherwise agreed in writing between the County and LLCRHA or the County Designee;
  - ii. LLCRHA or a County Designee shall provide the County with prompt written notice of any enforcement action initiated or contemplated under this subsection; and
  - iii. Nothing in this subsection shall be construed to limit, condition, or require joinder of the County's own independent right to enforce this Deed Restriction at any time, whether or not LLCRHA or a County Designee has acted or is acting.

## **19. Amendment.**

- a. **Reserved Right to Amend.** Subject to the limitations set forth in Sections 19.b and 19.c below, the County, or any County Designee acting under Section 18, reserves the right to amend, modify, or supplement this Deed Restriction and the Community

Housing Guidelines from time to time, in the County's sole discretion, by recording an amended or restated Deed Restriction, or a recorded amendment hereto, in the real property records of the Clerk and Recorder of Lake County, Colorado.

- b. **Effect on Future Owners.** Any amendment recorded pursuant to this Section shall be binding upon, and shall run with the land as to, any Unit acquired or transferred after the effective date of such amendment, and upon any Owner who takes title to a Unit after such effective date, without the necessity of such Owner's separate consent, it being understood that acceptance of a deed to a Unit constitutes acceptance of this Deed Restriction as amended as of the date of such acceptance.
- c. **Effect on Existing Owners.** No amendment adopted under this Section shall diminish, impair, or increase the substantive obligations of an existing Owner who holds title to a Unit prior to the effective date of such amendment, unless such Owner consents in writing to the amendment, except that non-substantive, administrative, or procedural amendments — including without limitation changes to notice procedures, forms, contact information, or administrative delegation under Section 18 — shall apply to all Owners regardless of the date title was acquired.
- d. **Recording and Notice.** The County or County Designee shall provide reasonable written notice of any material amendment to all then-current Owners prior to recording, but the validity and enforceability of any amendment shall not be conditioned upon actual receipt of such notice by any Owner.

IN WITNESS WHEREOF, the County has made this Deed Restriction effective as of Effective Date.

LAKE COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Matthew S. Bullock  
Chair, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Tracey Lauritzen, Lake County Clerk & Recorder

**EXHIBIT A**

**Property Description**

**Lots 29A, 29B, 31A and 31B, as shown on the TOWNHOUSE PLAT  
A SUBDIVISION OF LOT 27R, LOT 29R, AND LOT 31R, BLOCK 39  
STEVEN'S & LEITER'S SUBDIVISION OF STEVENS & LEITER'S PLACER U.S.  
SURVEY No. 271, FIRST AMENDMENT as recorded on February 3, 2026, Lake  
County, Colorado. at Reception No. 393021**

**And**

**Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, and 9B as  
shown on THE TOWNHOUSE PLAT FOR LOTS 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A,  
5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, AND 9B BLOCK 21, STEVEN'S AND LEITER'S  
SUBDIVISION A SUBDIVISION OF LOT 1R through LOT 9R, BLOCK 21  
STEVEN'S & LEITER'S SUBDIVISION OF STEVENS & LEITER'S PLACER U.S.  
SURVEY No. 271, FIRST AMENDMENT, as recorded on July 2, 2026, in Lake County,  
Colorado at Reception No. 393944.**

## **EXHIBIT B**

### **Deed Restriction Acknowledgement Form**

Owner hereby acknowledges, confirms and agrees to be bound by the terms, agreements, conditions, covenants and requirements of that certain Master Deed Restriction (“**Deed Restriction**”) dated \_\_\_\_\_, and recorded in the official real property records of the Clerk and Recorder of Lake County, Colorado on \_\_\_\_\_ at Reception No \_\_\_\_\_, respecting the real property known as \_\_\_\_\_ and the dwellings, structures, appurtenances, improvements, and fixtures located thereon (collectively, hereinafter referred to as the Unit (“**Unit**”). For purposes hereof, the contents, terms and conditions of the Deed Restriction are hereby incorporated herein as if fully set forth verbatim herein. In addition, the following matters shall also apply to the Unit:

1. (a) \$[insert amount] represents the “Original Purchase Price” as of the effective date of this Acknowledgement.

- OR (*as applicable*) -

(b) \$ \_\_\_\_\_ represents the “Original Purchase Price” as of the effective date of this Acknowledgement which is based on a valuation of the Unit as assigned by the County following the performance of a valuation of the Unit pursuant to the LLCRHA Community Housing Guidelines, a copy of which can be found at [insert webpage address or link].

2. In no event shall the Unit be sold for an amount in excess of the lesser of:

(a) The Original Purchase Price plus an increase of two percent (2%) of such price per year as calculated by the Community Housing Guidelines from the date of purchase to the date of Owner’s notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year); or

(b) an amount (based upon the Consumer Price Index, Seasonally-adjusted Housing Category, U.S. City Average, Urban Wage Earners and Clerical Workers (Revised), published by the U.S. Department of Labor, Bureau of Labor Statistics) calculated as follows: Owner’s purchase price divided by the Consumer Price Index published at the time of Owner’s purchase stated on the Settlement Statement, multiplied by the Consumer Price Index current at the date of intent to sell. In no event shall the multiplier be less than one (1). For purposes hereof, the “date of intent to sell” or Owner’s notice shall be the date of execution of a listing contract, or if a listing contract is not otherwise necessary, the date shall be determined to be the date upon which an Owner provides written notice of intent to sell to the County or a requirement for Owner to sell is first applicable (the “**Maximum Resale Price**”).

3. Subject to the limitations of this Section, for the purpose of determining the

Maximum Resale Price in accordance with this Acknowledgement, Owner may add to the amount specified above, the cost of Permitted Capital Improvements as described in the Community Housing Guidelines.

4. For the purpose of determining the Maximum Resale Price, Owner may also add the cost of any permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to the County of both the applicable requirement and the information required in the Community Housing Guidelines, and other applicable expenses as allowed by the Community Housing Guidelines.

5. In order to obtain the Maximum Resale Price, Owner must ensure that the Unit meets the County’s generally applicable minimum standards for a seller of a deed-restricted unit to receive full value as determined by the County at its discretion. This shall include requirements to clean the home, ensure that all fixtures are in working condition and to repair damage to the Unit beyond normal wear and tear and as stated in the Minimum Standards for Seller to Receive Full Value at Resale as set forth in the Community Housing Guidelines. If the seller does not meet this requirement, the County may require that Owner escrow at closing a reasonable amount as determined by the County to achieve compliance, or reduce the Maximum Resale Price accordingly.

6. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Deed Restriction and the Community Housing Guidelines.

7. In the event of any inconsistency between this Acknowledgement, the Deed Restriction and the Community Housing Guidelines, the order of priority shall be this Acknowledgement, then the Deed Restriction, then the Community Housing Guidelines.

IN WITNESS WHEREOF, the Owner has signed this Deed Restriction Acknowledgement effective as of the date of Owner’s signature set forth below (the “**Effective Date**”).

**OWNER:**

Date: \_\_\_\_\_

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

Name:

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn:\_\_\_\_\_

Phone:\_\_\_\_\_

E-mail:\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Acknowledgement of Deed Restriction and Maximum Resale Price was  
acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_  
*[INSERT NAME OF OWNER HERE]*.

Witness my hand and official seal.  
My commission expires \_\_\_\_\_.

\_\_\_\_\_  
(SEAL)