



**TOWN OF MT. CRESTED BUTTE COMMUNITY HOUSING DEED RESTRICTION FOR
MOUNTAIN EDGE CONDOMINIUMS**

This Town of Mt. Crested Butte Community Housing Deed Restriction ("Restriction") is entered into this 24 day of February, 2024 by Mountain Edge Condominium Association, Inc., a Colorado non-profit corporation ("Grantor" or "Association"), the Town of Mt. Crested Butte, a Colorado home rule municipality ("Town").

This Restriction replaces and supersedes in its entirety any other previous deed restriction regarding occupancy and resale encumbering the Property.

Whereas, the Property, as described in Paragraph 1, is dedicated as employee housing pursuant to Section 2.3 of the First Amended Condominium Declaration for Mountain Edge Condominiums recorded November 16, 1982 as Reception No. 370835 in the office of the Gunnison County Clerk and Recorder ("Declaration"); and

Whereas, the Board of Managers of the Association has determined that the Property is no longer needed to house employees of the Mountain Edge Condominium project; and

Whereas, as provided in Section 2.3 of the Declaration, the Board of Managers of the Association has resolved to sell the Property, subject to the requirements of this Declaration.

Now, Therefore, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, for itself, its representatives, successors and assigns, hereby imposes the following perpetual restrictions on the Property as a covenant running with the land:

- 1. Property Subject to Deed Restriction.** The following real property is hereby made subject to this Restriction:

Unit A-E-102, MOUNTAIN EDGE CONDOMINIUMS, according to the First Amended Condominium Declaration for Mountain Edge Condominiums recorded November 16, 1982 as Reception No. 370835 in the office of the Gunnison County Clerk and Recorder, County of Gunnison, State of Colorado, commonly known as 11 Hunter Hill Road, Unit AE-102, Mt. Crested Butte, CO 81225 (the "Property").

- 2. Definitions.** As used in this Restriction:

"Eligible Occupant(s)" shall mean a natural person or related natural persons who meets each of the following: (1) employed in Gunnison County working an average of at least thirty (30) hours per week; (2) earns at least eighty percent (80%) of their adjusted total income from a business, government, or organization operating in and/or serving Gunnison County and its residents; (3) will occupy the Property as his or her primary residence; and (4) does not own other residential real property.

"Housing Agency" shall mean the Gunnison Valley Regional Housing Authority, or any comparable governmental agency selected by The Town of Mt. Crested Butte, Colorado responsible for the administration of affordable housing.



"Property" means the real property described in Paragraph 1 of this Restriction.

"Qualified Employer" means a business, nonprofit, government agency or essential service provider whose business address is located within Gunnison County, has fulltime employees who perform work in Gunnison County and whose business taxes are paid in Gunnison County.

3. Ownership Qualifications. The Property shall at all times be owned by a Qualified Employer or by an Eligible Occupant qualified by the Housing Agency pursuant to this Restriction.

4. Rentals. Every rental of the Property shall meet the requirements of this section.

4.1 An owner may not, except with prior written approval of the Town, rent the Property.

4.2 Only an Eligible Occupant may occupy the Property.

4.3 Rentals shall be at least six (6) months in duration.

4.4 No occupancy of the Property shall exceed two (2) persons per bedroom, unless the Town approves otherwise in writing.

4.5 The requirements of this Restriction shall not preclude an individual owner from sharing occupancy of the Property with a non-owner roommate on a rental basis, provided that each non-owner is an Eligible Occupant, and that the owner continues to occupy the Property as the owner's sole, primary residence and meets the obligations contained in this Restriction.

4.6 Short-term rentals, as defined by the Town Code for the Town of Mt. Crested Butte, are strictly prohibited.

5. Qualified Status Records Request. In order to be approved as a Qualified Employer or Eligible Occupant, a person must establish by competent evidence that he or she meets the qualifications. Evidence that is acceptable to establish such qualifications includes, but is not limited to, the following:

5.1 Rent receipts, record of mortgage payments, voter registration records, and payroll records.

5.2 Income tax returns.

5.3 Sworn affidavits regarding property ownership or tax roll records.

Any person who seeks to be approved by the Housing Agency shall submit an application upon forms to be provided by the Housing Agency. The Housing Agency, acting through its administrative staff, shall either approve or disapprove such applicant in writing, stating the reason for any disapproval, within fifteen (15) working days of its receipt of



the completed application and documentary evidence of the applicant's qualifications. If an application is disapproved, he or she may seek a hearing before the Housing Agency, as provided by Section 10.3 of this Restriction.

Prior to January 1st of each calendar year, the Owner shall provide the Town with an executed copy of the affidavit attached hereto as Exhibit A to certify the Property continues to be occupied by an Eligible Occupant(s).

6. **Loss of Qualified Status.** It is agreed that in the event an owner of the Property ceases to have the qualifications of a Qualified Employer or Eligible Occupant, the Property will be offered for sale and sold to a qualified party pursuant to Section 7 of this Restriction.
7. **Transfer/Sale of Property.**
 - 7.1 **Notice.** In the event that an owner desires to sell the Property, or in the event that an owner shall be required to sell the Property pursuant to the terms of this Agreement, the owner shall notify the Town in writing of the owner's intention to sell the Property.
 - 7.2 In the event the Property is sold and/or conveyed without compliance with the terms of this Restriction, such sale and/or conveyance shall be null and void and shall confer no title whatsoever upon the proposed buyer. Each and every conveyance of the Property, 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.
 - 7.3 **Town Made Whole.** No transfer of the Property shall occur unless and until each and every encumbrance, debt or liability owed by the owner to the Town is fully satisfied.
8. **Restriction Runs with the Land and Interests.** This Restriction shall be recorded in the official records of Gunnison County, Colorado, and shall constitute a covenant running with title to the Property as a burden thereon, for benefit of, and enforceable by, each of the Town and Housing Agency, and their representatives, successors and assigns, and this Restriction shall bind the Town and Housing Agency and all owners and occupants of the Property. Each owner and occupant, upon earlier of acceptance of a deed or lease to the Property or execution of this Restriction, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained in this Restriction during the owner's period of ownership or occupant's tenancy, as may be appropriate. Each and every transfer or lease of the Property, 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.



9. Foreclosure.

- 9.1** It shall be a breach of this Restriction for an owner to default in the payments or other obligations due or to be performed under a promissory note secured by deed of trust, mortgage or other lien encumbering the Property. The owner shall notify the Town, in writing, of any notice owner receives 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 deed of trust, mortgage or other lien within seven (7) calendar days after owner receives notice from a lender, or its assigns, of said default or past due payments.
- 9.2** Upon receipt of notice as provided above, the Town shall have the right, in its sole discretion, to cure the default or any portion thereof, thereby becoming a "Curing Party." In such event, the owner shall be personally liable to the Curing Party for past due payments made by the Curing Party, together with interest thereon at the default rate specified in the promissory note secured by the deed of trust, mortgage or other lien, plus one per cent (1.0%) per annum, and all actual expenses of the Curing Party incurred in curing the default. In the event the owner does not repay the Curing Party within sixty (60) days of notice that the Curing Party has cured the owner's default, the owner agrees that the Curing Party shall be entitled to file a lien against the Property to secure payment of such amounts. The lien may be evidenced by a notice of lien setting forth the amounts due and rate of interest, and such notice of lien shall be recorded in the real property records of Gunnison County, Colorado, until such lien is paid and discharged. The Curing Party shall have the additional right to bring an action to foreclose on the Property for the payment of the lien set forth in this Section 6.2.

10. Default/Breach.

- 10.1** In the event the Housing Agency has reasonable cause to believe an owner is violating the provisions of this Restriction, the Housing Agency, through its authorized representatives, may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the owner with no less than 24 hours written notice.
- 10.2** The Housing Agency shall send a notice of violation to the owner, detailing the nature of the violation and allowing the owner fourteen (14) calendar days to determine the merits of the allegations, or to correct the violation. In the event the owner disputes the violation, the owner may request, in writing, a hearing before the Gunnison Valley Regional Housing Authority Grievance and Appeals Committee, or if such body no longer exists, the Mt. Crested Butte Town Council. If the



owner does not request a hearing and the violation is not cured within the fourteen (14) day period, the owner shall be in violation of this Restriction.

- 10.3** A hearing held pursuant to Section 10.2 shall be scheduled to take place within twenty-one (21) calendar days of the date of receipt of a written request for a hearing. At any such hearing, the owner or other aggrieved party may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made, and the written decision of the hearing body shall be final, subject to judicial review.
- 10.4** There is hereby reserved to the parties any and all remedies provided in law or in equity for breach of this Restriction or any of its terms. In the event the parties resort to litigation with respect to this Restriction, the prevailing party shall be awarded its damages, expenses and costs, including reasonable attorneys' fees.
- 10.5** In the event an owner fails to cure any breach of this agreement, the Town may resort to any and all available legal or equitable action, including but not limited to specific performance of this Restriction.

11. General Provisions.

- 11.1** This Restriction shall constitute a covenant running with the Property as a burden thereon, for the benefit of, and shall be specifically enforceable by the Town and/or its respective representatives, successors and assigns, as applicable. Enforcement by any appropriate legal action may include, but is not limited to specific performance, injunction, reversion or eviction of noncomplying owners and/or occupants.
- 11.2** Pursuant to the Fair Housing Act and public policy, the Town shall not discriminate on the basis of race, creed, color, sex, national origin, familial status, disability or sexual orientation in the sale, lease, use or occupancy of the Property.
- 11.3** Every owner, by taking title to the Property, shall be deemed to have subordinated to this Restriction any and all right of homestead and any other exemption in, or with respect to, such Property under state or federal law presently existing or hereafter enacted.
- 11.4** Any notice, consent, approval or request which may be given by a party shall be given by personal delivery, email, overnight delivery (such as FedEx or UPS) or by certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the addresses provided



below or to the address of the owner. The owner shall also notify the Town, in writing, of any change in address.

To Town: Town Manager
Town of Mt. Crested Butte
P. O. Box 5800
Mt. Crested Butte, CO 81225
Email: cvelado@mtcb.colorado.gov

To Grantor: Mountain Edge Condominium
Association, Inc.
Physical Address:
11 Hunter Hill Road
Mt. Crested Butte, CO 81225
and
Mailing Address:
P. O. Box 2611
Crested Butte, CO 81224
Email: _____

To subsequent owners: At the address maintained in the records of the Gunnison County Assessor's Office

- 11.5 Each provision of this Restriction and any other related document shall be interpreted in such manner as to be valid under applicable law; but if any provision shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remaining provisions.
- 11.6 This Restriction and each and every related document shall be governed and construed in accordance with the laws of the State of Colorado.
- 11.7 Jurisdiction and venue for any action arising out of this Contract shall be proper and exclusive in the district court for Gunnison County.
- 11.8 The provisions and covenants contained in this Restriction shall inure to and be binding upon the heirs, representatives, successors and assigns of the parties.
- 11.9 An owner shall be jointly and severally personally liable for their participation in any matter related to this Restriction and shall execute such further documents and take such further actions as may be reasonably requested to carry out the provisions and intent of this Restriction or any related agreement or document.

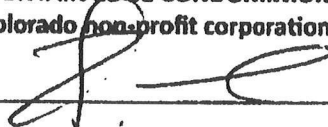


11.10 Any modification of this Restriction shall be effective only when made by an instrument duly executed by the Beneficiaries and the owner and recorded in the office of the Clerk and Recorder of Gunnison County, Colorado.

Executed this 24 day of February, 2024.

MOUNTAIN EDGE CONDOMINIUM ASSOCIATION, INC.,
a Colorado non-profit corporation

By


President (Title)

TOWN OF MT. CRESTED BUTTE, COLORADO, a
Colorado home rule municipality

By



Nicholas Kemplin, Mayor

Attest



Tiffany O'Connell, Town Clerk

STATE OF ~~COLORADO~~ Ohio

) ss.

COUNTY OF ~~GUNNISON~~ Summit

The foregoing Town of Mt. Crested Butte Community Housing Deed Restriction was acknowledged before me this 24 day of February, 2024 by HASSAN MALIK as President of Mountain Edge Condominium Association, Inc., a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires:

1/28/28


Notary Public



EXHIBIT A
OWNER AFFIDAVIT OF CONTINUED ELIGIBLE OCCUPANT STATUS

I, [Property Owner], of age, under oath, do swear and affirm as follows:

1. I am the property owner of the property described as 11 Hunter Hill Rd., Unit A-E-102, Mt. Crested Butte, CO 81225, encumbered by the Deed Restriction recorded at Reception No. _____ with the Gunnison County Clerk and Recorder.
2. Under the Deed Restriction I am required to certify that the current occupant(s) of the Unit is an Eligible Occupant as defined by Section 2 of the Deed Restriction.
3. Based on my knowledge and interpretation of the required documentation provided by the current occupant(s) of the Community Housing Unit, without any duty or obligation to investigate the documentation or other associated representations, I certify that the occupant is an Eligible Occupant based on my current knowledge.

FURTHER AFFIANT SAYETH NOT

DATED this ____ day of _____ 20__.

[Property Owner]

STATE OF ~~COLORADO~~)

) ss.

COUNTY OF ~~GUNNISON~~)

Subscribed and sworn to before me this ____ day of _____ 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

[S E A L]