



MOUNTAIN VILLAGE HOUSING AUTHORITY

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

**TOWN OF MOUNTAIN VILLAGE
ACKNOWLEDGEMENT OF DEED RESTRICTION
FOR PERSONS INTERESTED IN PURCHASING
an AFFORDABLE HOUSING UNIT**

The following Acknowledgement must be signed by an intended purchaser of an Affordable Housing Unit prior to purchase and shall be recorded in the San Miguel County Clerk and Recorders office at the time of closing:

<insert Legal Description>

I, _____, hereby verify that I have read and understand and agree to abide by the Town of Mountain Village Affordable Housing Restriction (AHR) known as Ordinance No. 2006-07.

In particular, I understand that:

- (1) Ownership and occupancy of Affordable Housing is limited exclusively to Employees, their spouses, and dependents.
- (2) Upon purchase of the Affordable Housing Unit (AHU), owner(s) shall maintain Residence in the Town and occupy the AHU as the primary Residence.
- (3) Upon purchase, Employee must maintain the work requirement until retirement age as defined in the AHR. It shall be a requirement for an Owner to provide documentation of employment in the R-1 School District every two (2) years. A retiree, as defined in this Ordinance, must provide proof of having been an Employee within the R-1 School District for at least five (5) years immediately prior to retirement.
- (4) No Employee shall be permitted to own more than one AHU or Affordable Housing Lot (AHL) at one time.

- (5) An Owner of Affordable Housing desiring to sell a unit must submit a written Notice of intent to sell to the Town of Mountain Village Housing Authority (the "Housing Authority"). The Housing Authority will calculate the Maximum Resale Price (MRP) as of the date received, and then begin lottery proceedings for the AHU. The MRP shall be calculated as follows:
- (a) 3% appreciation of the initial purchase price paid by the Owner, compounded annually from the original purchase date. The 3% appreciation will be prorated to the day when the notice of intent to sell the unit is received by the Housing Authority or its designee.
 - (b) Home improvement costs may not exceed 10% of the original purchase price. Allowable home improvements must be documented and approved by the Housing Authority, or its designee, in writing prior to construction of these improvements.
 - (c) The seller must pay a fee (currently \$750) to the Housing Authority at the time of closing.
- (6) The Housing Authority may require at any time that an Owner verify within ten (10) days that Owner is a qualified Employee.
- (7) In the case of an alleged violation of the Deed Restriction, the Owner may request a hearing before the Housing Authority within 15 days after notice of violation to determine the merits of an allegation.
- (8) If the Housing Authority discovers that an occupant does not or no longer qualifies as an Employee, the Housing Authority may require that the occupant re-qualify as an Employee within 60 days or sell the AHU within 60 days following the procedures in the AHR.
- (9) In the event that an AHU is sold, transferred and/or conveyed without compliance with the AHR, such sale, transfer and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported transferee.
- (10) An Option to Purchase (Exhibit A) shall be granted by all lenders to the Town of Mountain Village to redeem the AHU in the event of default by purchasing the unit from the holder of the trustee's deed at the redemption price plus reasonable costs of the holder. If the Town does not exercise this Option within 30 days after issuance of the Trustee's Deed, the Deed Restriction which is recorded in the Official Records at Reception no. _____ shall be canceled by the Town of Mountain Village.

I further understand that if I have any questions concerning the Deed Restriction, I may contact the Housing Authority or its designee for clarification or interpretation, and I may appeal the Housing Authority Staff interpretation to the Housing Authority.

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

Purchaser of Affordable Housing:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

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

Notary Public

Town of Mountain Village Housing Authority or Designee:

By: _____

Name: John Miller

Title: Housing Program Director, Town of Mountain Village Housing Authority

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by John Miller, Town of Mountain Village Housing Authority.

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

Notary Public