SECTION 7: APPENDICES

(Forms subject to change)

A. Preliminary Project / Plan Initiation Form

B. Affordable Housing Plan

C. Rebate Request

D. Inspection Report

E. Income Verification Forms

F. Resale Notice

G. Covenant

H. Forms to Apply for Allowance to Rent

Print Form | Submit by Email

DENVER
THE MILE HIGH CITY

Development Services Preliminary Project/Plan Initiation

201 W. Colfax Ave. Dept. 203, Denver, CO 80202
Telephone: 720.865.2982
www.denvergov.org/developmentservices

Project Information:

Project Name _____ Date _____

Project Address _____ Current Zoning: _____

Rezoning Proposed? _____ Type of Proposed Development/Use: _____

List/Number of Existing Structures: _____ Land Area Size: _____

Proposed Number of Structures/Units: _____ Size of Proposed Structures: _____

Residential- Rental/For Sale: _____ Is Project Phased? _____

Parking Ratio: _____ Floor Area: _____ Density (DU/Acre): _____

Percent of Land Covered (Commercial): _____ Floor Area Ratio (FAR): _____

Estimated Valuation: $_____

Estimated Start Date: _____ Estimated Completion Date: _____

Contact Information:

Contact _____ Company Name _____

Address _____ Suite# _____

City/Town _____ State _____ Zip Code _____

Telephone# _____ Fax# _____

E-mail Address _____

Owner Information:

Name _____ Telephone# _____

Address _____ Suite _____

City/Town _____ State _____ Zip Code _____

Phone# _____ Fax# _____

E-Mail Address _____

Engineer Information (optional):

Contact _____ Company Name _____

Address _____ Suite# _____

City/Town _____ State _____ Zip Code _____

Telephone# _____ Fax# _____

E-mail Address _____

* For Internal Use Only *

Project Coordinator Name: _____ Date _____

Fees Paid: _____ Amount: $_____ Date Submitted: _____

Distributed: _____ Login Number: _____ Approved to Preliminary Y/N: ___

Print Form | Submit by Email

CITY AND COUNTY OF DENVER
Office of Economic Development
Inclusionary Housing Program

Please fill out this plan completely and return to the Office of Economic Development. This plan must be approved, signed, and recorded prior to the issuance of building permits. For questions that require lengthy responses, please limit your essay or description to no more than 250 words or use attachments. When providing attachments, please reference the number of the section in this plan to which the attachment refers.

Affordable Housing Plan (AHP)

1. Developer and Project Information

Name of Developer:		Tax ID:	
Contact Person:		Title:	
Address:		Zip Code:	
Phone Number:		Fax:	
Email Address:			

Project Name:			
Project Address:		Nb'hood:	

Is the Project receiving any Federal funding? If so, please list agency and award amount.

Agency	n/a	Award	
Agency		Award	

The following documents may be helpful to reference when completing this form:

Revised Municipal Code - Chapter 27 - Article IV	Denver Office of the Clerk and Recorder | DenverGov.org
IHO Price List (Developers)	OED - Housing & Neighborhoods - Developers & Builders
IHO Rules and Regulations	OED - Housing & Neighborhoods - Developers & Builders
IHO Zone Map	OED - Housing & Neighborhoods - Developers & Builders
IHO Covenant	OED - Housing & Neighborhoods - Developers & Builders
Rebate Request Form	OED - Housing & Neighborhoods - Developers & Builders
Area Median Incomes	Price Limits

Project Description:

Briefly describe the development concept and design of this project

Compliance Option:	☐ On-Site	☐ Off-Site / Alternative	☐ Cash In Lieu
Compliance Type:	☐ Mandatory	☐ Voluntary / For Sale	☐ Voluntary / Rental

2. Justification For Alternative Satisfaction - including Cash In Lieu & Off-Site (If Selected)

Please provide justification for why MPDUs will not be built on-site in conformance with the IHO. Please feel free to add additonal pages detailing justification and attach to form. If the cash-in-lieu option is selected, after completing this section and item 3a, skip to item #17.

3. Moderately Priced Dwelling Unit (MPDU) Information

Is this a one-phase project where market-rate units and MPDUs will be developed simultaneously?

3a Please enter information on entire project

Unit Information:		Structural Information:		Parking Information:	
Total Units in Project:		# of Bldgs:		Structured Parking:	
Number of MPDUs:		# of Stories:		# of Structured Spaces:	
Required MPDUs:		Elevator(s):		Total Parking Spaces:	
Is Unit Info OK?	No			% Structured Parking:	

3b Please enter information on the current phase of the project

Unit Information:		Structural Information:		Parking Information:	
Total Units in Phase:		# of Bldgs:		Structured Parking:	
Number of MPDUs:		# of Stories:		# of Structured Spaces:	
Required MPDUs:		Elevator(s):		Total Parking Spaces:	
Is Unit Info OK?	No			% Structured Parking:	

3c Please enter information on Phase II of the project

Unit Information:		Structural Information:		Parking Information:	
Total Units in Phase:		# of Bldgs:		Structured Parking:	
Number of MPDUs:		# of Stories:		# of Structured Spaces:	
Required MPDUs:		Elevator(s):		Total Parking Spaces:	
Is Unit Info OK?	No			% Structured Parking:	

3c Please enter information on Phase III of the project

Unit Information:		Structural Information:		Parking Information:	
Total Units in Phase:		# of Bldgs:		Structured Parking:	
Number of MPDUs:		# of Stories:		# of Structured Spaces:	
Required MPDUs:		Elevator(s):		Total Parking Spaces:	
Is Unit Info OK?	No			% Structured Parking:	

3c

Please enter information related to the off-site MPDU'ls

Unit Information:		Structural Information:		Parking Information:	
Total Units in Project:		# of Bldgs:		Structured Parking:	
Number of MPDUs:		# of Stories:		# of Structured Spaces:	
Required MPDUs:		Elevator(s):		Total Parking Spaces:	
Is Unit Info OK?	No			% Structured Parking:	

Remarks:

4. Number and Size of Bedrooms

Market Rate Units	*Size (SF)*	*Number*	*% of Total*	*MPDUs*	*Size (SF)*	*Number*	*% of Total*
Studio				Studio			
1 Bedroom				1 Bedroom			
2 Bedrooms			#DIV/0!	2 Bedrooms			
3 Bedrooms			#DIV/0!	3 Bedrooms			#DIV/0!
4 Bedrooms				4 Bedrooms			
			#DIV/0!			#DIV/0!	#DIV/0!

5. MPDU's Estimated Pricing:

(Final pricing will be based on current OED published prices at time of intial marketing of units for sale - including pre-sales)

What is your Target Income Group? | *What is your Target Income Group?*

For Sale:	***Price***	***Rental:***	***Price***
Studio		Studio	
One Bedroom		One Bedroom	
Two Bedrooms		Two Bedrooms	
Three Bedrooms		Three Bedrooms	
Four Bedrooms		Four Bedrooms	

6. IHO Classification and Incentives

Please check the appropriate IHO classification.

Standard	*Special Cases*	*Exceptions/Voluntary*
☐ Standard	☐ Large High Cost	☐ Small Scale (29 or less)
☐ High Cost Structure	☐ Large Standard	☐ Rental

Please check the target area median income (AMI) of MPDU's.

☐ 50% AMI or less	☐ 65% AMI or less	☐ 95% AMI or less
☐ 60% AMI or less	☐ 80% AMI or less	☐ 100% AMI or less

Supplemental Incentives: Please note that for each incentive requested, additional MPDUs may be required in addition to those calculated in Item #3.

☐ Density Bonus ☐ Parking Reduction

7. Specific Incentives Requested Based on IHO Classification

For each of the IHO classifications below, please indicate the total number of MPDUs to be built according to zone designation

Zone	# of MPDUs	Rebate	Total
High		$25,000	
Medium	0	$6,500	$0
Low		$2,500	
Total	0		$0

* Additional incentive for units provided at 65% AMI or below

AMI	# of MPDUs	Rebate	Total
65% AMI		$5,000	
50% AMI		$5,000	
Total	0		$0

8. Construction Schedule

New Construction	Market Units	MPDUs
Start Date:		
Finish Date:		
Duration (Months):	#VALUE!	

Substantial Rehab	Market Units	MPDUs
Start Date:		
Finish Date:		
Duration (Months):	#VALUE!	

9. Staging Plan

Please provide the proposed completion dates for each of the unit types in the development.

	Market-Rate Units		MPDUs	
Unit Type	Number	Proposed Completion Date (Month-Year)	Number	Proposed Completion Date
Studio				
1 Bedroom				
2 Bedrooms				
3 Bedrooms				
4 Bedrooms				
Total Units	0		0	

9a. Staging Plan (additional phase)

Please provide the proposed completion dates for each of the unit types in the development.

	Market-Rate Units		MPDUs	
Unit Type	Number	Proposed Completion Date (Month-Year)	Number	Proposed Completion Date
Studio				
1 Bedroom				
2 Bedrooms				
3 Bedrooms				
4 Bedrooms				
Total Units	0		0	

10. Legal Description

Attach legal description of property to be used for MPDUs

11. Exterior Design

Provide statement attesting that the exterior design of MPDUs shall be indistinguishable from other units in the development in terms of quality of finishes and general appearance, and that the interior of the MPDUs will be "functionally equivalent" to the market-rate units:

12. Dispersed Location of MPDUs

Provide a statement or diagram on the location of MPDUs within the development. If a site plan is available, indicate the location of MPDUs on the plan:

13. List of Other Real Property

List all other real property owned by the applicant within one mile of the development:

14. Marketing Plan

Please provide detailed description of the marketing activities you will employ for initial selection of eligible households to occupy MPDUs, including: a) Project Advertisement b) Printed Brochures c) Types of Media Carrying Ads d) Sample Ad/Graphic e) Contact information for party responsible for marketing**.

**Note: IHO projects must list available MPDUs on the www.ColoradoHousingSearch.com website during the marketing period and as units are subsequently listed for sale or rent.

15. Covenants

Please attach a completed copy of (the city's form for) covenants to encumber the MPDUs as well as the following optional information.

Name of Legal Counsel

Address & Telephone Number

16. Memorandum of Acceptance

Provide statement that the terms of this plan will bind the applicant and will run with the land upon approval of AHP by CPD and recording with the Clerk and Recorder of the City and County of Denver.

17. Cash-in-Lieu Payment Option

If you selected the cash-in-Lieu payment option, please calculate the amount of contribution due to the IHO Special Revenue Fund in accordance with the applicable zone assignments (High, Medium, Low). All payments to this fund must be made and this AHP executed prior to the issuance of a building permit and/or certificate of occupancy.

DETERMINATION OF CASH-IN-LIEU AMOUNT

Bedroom	*Total Units in Project*	*Minimum # of MPDUs for IHO Compliance*	*Current CIL Price*	*Total Amount*
	(A)	*((B) = (A) x 0.1)**	*(C)*	*((E) = (D) x (B))*
Studio	0	0.0	$0	$0
One Bedroom	0	0.0	$0	$0
Two Bedrooms	0	0.0	$0	$0
Three Bedrooms	0	0.0	$0	$0
Four Bedrooms	0	0.0	$0	$0
Total	0	0.0		**$0**

Note: * A fraction of a unit is rounded up to one unit. However, cumulative rounding of units shall not exceed the total allowed in the IHO. The total cash-in-lieu contribution is the product of the number of units allowed and the average cash-in-lieu price for all units allowed.

18. Other Information and Certification

Please submit other information that will help determine compliance with the Ordinance. Also provide prompt notification to the Housing Manager when each of the following activities occur:

1. Payment of pre-submittal fees	4. Receipt of TCO or CO - CPD will schedule an inspection
2. Project ground breaking	5. Accepting sales contracts
3. Start of marketing campaign	6. Other

19. Certification

The undersigned agrees any commitment to provide retnal housing contained in this Plan is entirely voluntary on the part of Applicant and /or Developer.

I, the undersigned, being the applicant or a duly authorized agent of the applicant, certify that the above information, to my actual knowledge, is true and correct and conforms to information contained in the recorded covenant for this development.

Print Name: _____ Applicant Title: _____

Signed: _____ Applicant Date: _____

20. Mailing Address

Please address all correspondence regarding this plan to:

Office of Economic Development

201 W. Colfax Avenue, Dept. 204

Denver, CO 80202

ATTN: Stephanie Inderwiesen

E-mail: affordablehousing@denvergov.org

21. FOR OFFICIAL USE: Do not write below this line

☐ Approved ☐ Denied ☐ Approved with conditions

Comments:

Signed: _____
Director, Housing & Neighborhood Development

Date: _____

CITY AND COUNTY OF DENVER
Office of Economic Development
Inclusionary Housing Ordinance

REBATE REQUEST FORM

Please complete this form and return it to the address listed on page 2.
This form must be approved and signed prior to the payment of rebates.

Name of Project: ______________________________
Project Address: ______________________________
Developer Name: ______________________________
Contact Name: ______________________________
Phone Number: ______________________________ Email: ______________________________

Affordable Plan Recordation Date: __________ Reception No. ____________________

Rental Projects only:
Name of Management Company: ______________________________
Contact Person Name: ______________________________
Phone Number: ______________________________
Email Address: ______________________________

Unit Information

Total units in project: __________ Total MPDUs built: __________
Inspected by OED staff on (date): __________
Call (720) 913-1556 to schedule an inspection.

☐ 65% AMI or below
☐ 80% AMI
☐ 95% AMI

MPDUs built:
☐ On site ☐ Off-site

Off-site property name: ____________________
Off-site property address: ____________________

Provide the following information on each MPDU (add additional lines as needed)
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________
Unit # __________ No. bdrms/bath: __________ Sq. Ft. __________ Date sold: __________

Total MPDUs: Low Zone ☐ Medium Zone ☐ High Zone ☐
Check one:

☐	Project is eligible for low zone rebate of	$2,500	Rebate:	$0
☐	Project is eligible for medium zone rebate of	$6,500	Rebate:	$0
☐	Project is eligible for high zone rebate of	$25,000	Rebate:	$0

Attach copies of the following documents for each MPDU

MPDUs For Sale
Buyer's Memorandum of Acceptance
Certificate of Occupancy
Copy of final/signed Buyer's HUD1 Settlement Statement
Copy of Income Eligibility verification
Copy of OED inspection report
Recorded Covenant
Recorded Warranty Deed
Copy of appraisal, if necessary

MPDUs For Rent
Certificate of Occupancy
Tenant's lease
Income Eligibility verification
OED inspection report

Certification

I, the undersigned, being the applicant or a duly authorized agent of the applicant, certify that the above information, to my actual knowledge, is true and correct and conforms to the information contained in the recorded Affordable Housing Plan and Covenant.

Print Name:

Applicant _____

Title _____

Signed:

Applicant _____

Date _____

Please submit completed document and all attachments to:

Stephanie Inderwiesen
Office of Economic Development
Via E-mail: affordablehousing@denvergov.org
Via U.S. Post: 201 W. Colfax Avenue #204
Denver, CO 80202

FOR OFFICIAL USE: Do not complete below

Document check list: The following documents are In each MPDU file

- Recorded Covenant
- Copy of recorded buyer's Memorandum of Acceptance
- Certificate of Occupancy
- Copy of final and signed Buyer's HUD1 Settlement Statement
- Copy of OED inspection report
- Copy of Income Eligibility verification
- Copy of appraisal, if necessary.
- Copy of recorded Warranty Deed
- Copy of tenant's lease (rental projects)

I have reviewed this request and verify that the: (1) required documents have been received; (2) MPDU sales prices were at or below the allowable maximum price limits; (3) buyers were income eligible to purchase the units.

signed program staff _____ Date _____

☐ Approved

_____
Housing Program Manager Date _____

☐ Approval could not be granted for the following reasons:

Please fill out this form completely and provide a copy to the applicant. This form must be dated and signed and receive an overall pass grade prior to the payment of any rebates.

Inspection Report

PART I - TO BE COMPLETED BY PROGRAM STAFF

☐ IHO Project ☐ HAND Funded/HOME Project

1. Developer Information

Project Name: Project Location:

Name of Developer:

Contact Person: Title:

Address: Zip Code:

Phone Number: E-mail Address

2. Moderately Priced Dwelling Unit (MPDU) Information

Total Units in Project:

# of Affordable Units:

PART II - TO BE COMPLETED BY INSPECTOR

3. Parking & Structure Information:

How many parking spaces does the project provide? _____

How many are garage or structurued parking spaces? _____

Is each affordable unit asigned a parking space? _____

How many buildings are in the project? _____

Are the buildings more than 3 stories high? _____

Are elevators provided? _____

(If the answer is yes to the three above questions, then the project is a high cost structure.

4. Unit Floor Plans

Does the development have 20 or more Affordable Units **(AU's)**? ☐ Yes ☐ No

If yes, how many unique floor plans or layouts of affordable units were provided for inspection? _____

Does the inspection include at least one unit for each floor plan provided? ☐ Yes ☐ No

In all, how many units were inspected? _____

5. Inspection Checklist:

(If the answer to any of the below questions is "no", please provide an explanation)

Project/Common Amenities	Yes	No	N/A	Comment
Exterior Appearance - indistinguishable from market rate units?	☐	☐	☐	
AU's are dispersed within the building?	☐	☐	☐	
AU's are dispersed within the project?	☐	☐	☐	
Affordable Units owners have access to common amenities?	☐	☐	☐	

Inspection Report

PART II - TO BE COMPLETED BY INSPECTOR

6. Inspection Checklist: **Interior/Unit Amenities**

Floor Plan	Unit No.	# Beds	# Baths	Sq. Ft.	Parking Space No.	Appliances
						☐ Refrigerator
						☐ Stove
						☐ Dishwasher
						☐ Laundry - Washer
						☐ Laundry - Dryer
						☐ Microwave

(Please check which appliances are included with the units)

Are these units functionally equivalent to the market rate units? ☑ Yes ☐ No

7. Overall Project Decision

☑ Pass ☐ Fail ☐ Inconclusive

Comments/Recommendations:

Inspector Signature: _____ Date: _____

INCOME VERIFICATION & ELIGIBLITY FORM

DENVER
THE MILE HIGH CITY

RETURN TO:	Office of Economic Development 201 W. Colfax Avenue - Dept. 204 affordablehousing@denvergov.org	Attn: Affordable Housing Coordinator Denver, Colorado 80202 Phone: 720/913-1634

READ PRIOR TO COMPLETING THE INCOME VERIFICATION & ELIGIBILTY FORM

Thank you for your interest in Denver's Affordable Housing Program. In order to become eligible to purchase an affordable unit in Denver, you must submit a completed Income Verification & Eligibility Form. Each household member, over the age of 15 years, must submit the documents listed below, as applicable.

Please be aware that a variety of information will be requested to assist in determining eligibility and that it may take up to ten business days to process **completed** submittals. **If the submittal is incomplete or unclear, a complete review will not be conducted until all information has been received. As a result, it may take up to 30 days to process. Please plan accordingly.**

DO NOT SCHEDULE A CLOSING UNTIL YOU HAVE BEEN INCOME VERIFIED BY OED.

- ☐ List name, address and price of unit you're interested in purchasing: _____
- ☐ Completed application, signed and dated by all applicants who will be living in the household (excluding children)
- ☐ Complete copies of the last TWO MONTHS of paycheck stubs for each employed household member age 15 years and older. The Work Number account information is NOT acceptable; nor is electronic print outs of checks. A complete copy of each paycheck must be provided.
- ☐ Verification of Employment form for each household member's employer. (http://www.denvergov.org) Verification Form
- ☐ If self-employed, provide last two years of Federal Tax Return - Schedule C forms and copies of any current contracts.
- ☐ Complete copies of the last TWO MONTHS of **all** checking, savings and asset account statements. Asset accounts include stocks, bonds, money market accounts, individual retirement accounts, government bonds, etc. Only the interest and/or dividends from these accounts will be included with your annual gross income.
- ☐ Transcripts **received from the IRS** of the last TWO YEARS of FEDERAL income tax returns for each employed household member (age 15 years or older). You can request Federal tax transcripts at **http://www.irs.gov/Individuals/Get-Transcript or you can call the IRS at 1-800-829-1040 and request a transcript. Please do not provide State Tax Returns.**
- ☐ If you can not obtain Federal Tax Transcripts, you may alternatively provide the last TWO YEARS of FEDERAL tax returns for each employed houshold member. These must be the signed, submitted copies and must include all pages of the return and attachments. If unsigned returns are provided, they must be accompanied by proof of electronic filing and confirmation of receipt by the IRS.
- ☐ If you are divorced or have been divorced since the last Federal Tax filing year, provide a copy of your executed Divorce Decree and any associated Orders relating to maintenance/alimony and/or child support. Your divorce must be finalized prior to purchasing an affordable unit.
- ☐ Award letter(s) if receiving unemployment, social security, pension, survivor, disability, TANF, etc.
- ☐ If receiving a financial gift from another person, provide gift letter including amount of gift, reason for the gift and when gift will be given.
- ☐ Housing Counseling class certificate *

*** The City and County of Denver partners with several non-profit organizations that offer FREE homeownership counseling classes. These classes include information on how to chose a real estate broker and lender, how to prepare for homeownership, loan product information, closing process information, home maintenance, possible down payment assistance, etc. Additionally, these classes are MANDATORY for the purchase of IHO units and units located in Stapleton. Green Valley Ranch and Lowry are excluded but class attendance is strongly recommended. Please contact any of the following providers to attend a HUD approved housing counseling class.**

Brothers Redevelopment	www.brothersredevelopment.org/	*(303) 202-6340*
Colorado Housing Assistance	coloradohousingassistance.org/	*(303) 572-9445*
Del Norte Neighborhood Development	www.delnortendc.org/	*(303) 477-4774*
Denver Housing Authority	http://www.denverhousing.org	*(720) 932-3000*
NEWSED Community Development	www.newsed.org/	*(303) 534-8342*
Northeast Denver Housing Center	www.nedenverhousing.org/	*(303) 377-3334*
Southwest Improvement Council	http://swic-denver.org	*(303) 934-2181*

1. Contact Information

Applicant

First Name: _____ Last Name: _____

Home Address: _____ City, State & Zip Code: _____

Home Telephone: _____ E-Mail: _____

Employer Name: _____ Work Telephone: _____

Employer Address: _____ City, State & Zip Code: _____

Position Title: _____ Occupation: _____

Co-Applicant

First Name: _____ Last Name: _____

Home Address: _____ City, State & Zip Code: _____

Home Telephone: _____ E-Mail: _____

Employer Name: _____ Work Telephone: _____

Employer Address: _____ City, State & Zip Code: _____

Position Title: Occupation:

2. Broker Information

If you are currently working with a broker, please provide contact information.

Company Name: _____ Address: _____

Broker Name: _____ Telephone: _____

E-Mail Address:

3. Lender Information

If you already secured a home loan, please provide contact information.

Company Name: _____ Address: _____

Loan Officer Name: _____ Telephone: _____

E-Mail Address: _____

RELEASE: I hereby authorize the City of Denver to contact my realtor and/or lender regarding the purchase of an affordable housing unit. Conversely, I authorized my realtor and/or lender to contact the City of Denver regarding the purchase of an affordable housing unit.

_____

Signature

4. Household Information

Provide information for each household member who will be living in the home INCLUDING anyone who will be on the property title or lease, regardless of relationship.

Name (List Applicant First)	Relationship to Applicant	Age	Date of Birth (Month/Day/Year)		Days per year child resides with you	Employed
						☐
						☐
						☐
						☐
				Total Number of members in household:		

5. Housing Status

	Applicant	Co-Applicant		Applicant	Co-Applicant
Do you currently own a home?	☐	☐	Are you a first-time homebuyer?	☐	☐
How much do you have for down payment?	$ _____		Where are the funds coming from?	_____	

6. Projected Annual Income

For each household member (age 15 or over) who is receiving any of the following sources of income, please enter the requested information for each.

Regular Income (yearly)	Household Member #1	Household Member #2	Household Member #3	Household Member #4	Household Member #5	Household Member #6	Total
Name of Household Member							
Wages/ Salaries							
Benefits/ Pensions							
Public Assistance							
Child Support or Alimony							
Other Income							
Total Anticipated Income							

Assets Note: The actual value of an asset is not used to determine income. Only interest or profit generated from the asset is considered as income. For each household member, enter asset information under the appropriate cells. If you own an asset that is not listed, provide the appropriate information in the "Other Assets" row at the bottom of this section.

a. Checking Account	Household Member #1	Household Member #2	Household Member #3	Household Member #4	Household Member #5	Household Member #6	Total
Name of Household Member							
Account Balance							
(x) Interest Rate							
(=) Value of Checking Asset							
b. Savings Account							
Account Balance							
(x) Interest Rate							
(=) Value of Savings Account							
c. Certificates of Deposit							
Current Balance							
(-) Principal							
(=) Accrued Interest							
d. Profit From Real Estate							
Total Annual Receipts							
(-) Annual Mortgage Payment							
(=) Net Income							
e. Business Operations							
Annual Revenues							
(-) Annual Expenditures							
Net Operating Income							
f. Dividends							
Dividend Amount							
(x) Payments per Year							
(=) Total Value of Dividends							

g. Other Assets							
Total Annual Income							

7. Reminders **Please initial that you have read and understand the below reminders. These actions will greatly reduce the time necessary to process your Income Verification.**

_____	I have provided the name, address and sales price of home I am seeking to purchase.
_____	I have provided income information on all household members - not just the individual obtaining the housing loan. This includes all children over the age of 15 years old.
_____	I have provided all pages of all requested documentation - this includes, but is not limited to all pages of bank & asset statements, Federal Income Tax Returns, etc.
_____	I understand that electronic bank or asset statements will not be accepted unless they denote the account holder name, account number and any interest earned.
_____	I understand that OED will not accept The Work Number income verification documentation and that a third party must access this information and provide it to OED.
_____	I understand that any information not provided will delay the income verification process. Additionally, I understand that a closing should not be scheduled until I have been income verified. If a closing is scheduled prior to income verification, **CLOSING MAY BE DELAYED OR WILL NOT OCCUR**.

8. Certifications

I hereby certify that all the information provided and submitted in support of this application is true and correct as of the date set forth below my signature and that I will be disqualified if it is determined that any or all information provided is inaccurate or non-verifiable.

I hereby authorize the City and County of Denver, Office of Economic Development, or any other agency to which this information is provided on behalf of the City, to make any and all inquiries for the purpose of verifying the truthfulness and validity of the information provided.

I understand and agree that the City and County of Denver, Office of Economic Development, or any agency or authority it has designated to act on its behalf reserves the right to revise or revoke its eligibility determination based on any information received after a certification determination is made, including discovery of false information.

Signatures _____ _____

Date Date

DENVER
OFFICE OF ECONOMIC DEVELOPMENT

MAXIMUM RESALE PRICE

Housing & Neighborhood Development
201 W. Colfax Avenue #204
Denver, CO 80202
p: 720.913.1999
f: 720.913.1800
www.denvergov.org/oed

Please return **completed** Resale form to: affordablehousing@denvergov.org

ALL applicable information on this form must be provided; it may take up to 10 business days to process completed Resale Requests.

Owner Information

First and Last Name:			
Home Address, City:			
Home Telephone:		Email:	
Development/subdivision			
Original Purchase Price	$ *(Please provide a copy of the HUD Settlement Statement, which was given to you during the closing of your home. It will be necessary for you to provide this statement so we may calculate the resale price.)*		
Date of Purchase		Are you the original owner?	☐ Yes ☐ No
Reason for Seeking Resale Price:	☐ Refinance ☐ Home Equity ☐ Resale		

Capital Improvements	Do you have unclaimed capital improvements? ☐ Yes ☐ No If yes, please provide copies of your original receipts. All Capital improvements must remain attached to the unit upon vacating. *Disclaimer: Please be aware that all capital improvements are subject to DHND approval and restricted to the terms of your individual covenant.*
HOA Fees	Monthly HOA Fee $ *(Please provide proof of monthly HOA fees - such as invoice or payment receipt.)*

RESALE

Please do not complete the below information if seeking resale price for refinancing purposes.

Real Estate Agent's Name:		Date your home will go on the market:	
Agent's telephone:		Fax:	

Home Owner Release: I hereby authorize the City of Denver to contact my realtor regarding the sale of my home. (Signature) _____

QUESTIONNAIRE

How many years have you lived in your home? _____

Why are you selling your home at this time?
- ☐ job change/transfer
- ☐ lifestyle change such as a marriage, birth of child, etc.
- ☐ Moving out of State
- ☐ Purchasing elsewhere

Other, please explain: _____

Do you plan to purchase a new home? ☐ YES ☐ NO

If so, will you close within the next 12 months? ☐ YES ☐ NO

Has owning this home been a positive experience for you? ☐ YES ☐ NO

Suggestions for improving the program: _____

The price for which you can sell or refinance an affordable home is restricted throughout the control period. You should know that your home does not have a "market" value while the control period is in effect. Although your home can be appraised at market value, you are required to sell it at or below the maximum resale price. There is no guarantee that your home can be sold at the maximum resale price.

NOTICE OF VOIDABLE TITLE TRANSFER AND MASTER COVENANT FOR THE OCCUPANCY AND RESALE OF FOR SALE UNITS

_____
[project name]

THIS NOTICE OF VOIDABLE TITLE TRANSFER AND MASTER COVENANT FOR THE OCCUPANCY AND RESALE OF UNITS at _____, (the "Covenant") is
[project name]

made and entered into this _____ day of _____, 20____, by _____ (the
[developer entity]

"Declarant"), and enforceable by the CITY AND COUNTY OF DENVER, COLORADO, or its designee (the "City").

WITNESSETH:

WHEREAS, Declarant owns the real property legally described as follows:

[Condominium Units Nos. _____ in _____, according to the Condominium Declaration
[project name]

for _____ recorded under Reception No. _____,
[project name]

and the Condominium Map of _____] recorded under
[project name]

Reception No. _____, in the real estate records of the City and County of Denver, Colorado] (collectively, the "MPDUs" and each such unit, individually, an "MPDU").

WHEREAS, the provisions of Denver Revised Municipal Code Article IV of Chapter 27 of the D.R.M.C., shall apply to the property and run with the land until the Final MPDU Sale and these covenants shall bind the Owners of the MPDU property, and all other parties with an interest in title to the MPDU property until the Final MPDU Sale and whereupon all units within _____ not subject to this Covenant are
[project name]

hereby released from the provisions of Article IV of Chapter 27 of the D.R.M.C.

WHEREAS, Declarant agrees to restrict the acquisition or transfer of the MPDUs to Eligible Households as that term is defined in this Covenant. In addition, the Declarant agrees that this Covenant shall constitute a resale restriction setting forth the Maximum Sale Price for which each MPDU may be sold, the amount of appreciation and the terms and provisions controlling the resale of the MPDUs should a subsequent Owner of an MPDU desire to sell his or her interest in the MPDU at any time after the date of this Covenant. Finally, by this Covenant, Declarant agrees to restrict the MPDUs against use and occupancy inconsistent with this Covenant.

NOW, THEREFORE, for consideration hereby acknowledged by Declarant, Declarant hereby represents, covenants and declares as follows:

1. Definitions. The following terms shall have the following meanings when used in this Covenant:

(a) "AMI" or "Adjusted median income" or "Median income" or "area median income" means the median income for the Denver metropolitan area, adjusted for household size as calculated by HUD.

(b) "Control Period" means the time an MPDU is subject to restrictions to insure the long-term affordability of the MPDU. The Control Period is fifteen (15) years and begins on the date of initial sale as defined herein.

(c) "Date of initial sale" means the date of closing for initial purchase of a MPDU.

(d) "Director" means the Director of OED or Director's designee.

(e) "Dwelling unit" has the same meaning as defined at D.R.M.C. §27-18.

(f) "Eligible Household" means a household whose income qualifies the household to participate in the MPDU program, and who holds a valid verification of eligibility from OED which entitles the household to buy an MPDU. All designated non-profit organizations, governmental or quasi-governmental bodies which purchase MPDUs for the purpose of sale or rental under any city approved program designed to assist the construction or occupancy of housing for families of low or moderate income are deemed "Eligible Households." To be eligible to purchase an MPDU at initial sale, households must be earning no more than eighty percent (80%) of the AMI, [or no more than ninety-five percent (95%) of the AMI for developments in which buildings are greater than three (3) stories, and elevators are provided, and over sixty percent (60%) of the parking is structured.] To be qualified to participate in the MPDU program as an eligible household on a resale during the control period, the household must earn no more than the amount set forth in a schedule of eligibility provided by OED, which schedule may not under any circumstances exceed one hundred percent (100%) of AMI. The income levels shall be reviewed by OED to be verified or pre-verified. The eligibility verification shall be calculated based on income at the time of execution of a contract for purchase of an MPDU.

(g) "Final MPDU sale" means the first resale within ten (10) years after the end of the Control Period.

(h) "Household" means:

(1) a single person; or

(2) any number of persons bearing to each other the relationship of: husband, wife, mother, father, grandmother, grandfather, son, daughter, brother, sister, stepson, stepdaughter, stepbrother, stepsister, stepmother, stepfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew or niece, living together as a single nonprofit housekeeping unit; or

(3) two (2) unrelated adults over the age of eighteen (18) years plus, if applicable, any persons bearing to either of the two (2) unrelated adults the relationship of son, daughter, stepson, stepdaughter, mother, father, grandmother, grandfather, grandson,

granddaughter, sister, brother, living together as a single nonprofit housekeeping unit.

(i) "HUD" means the U.S. Department of Housing and Urban Development.

(j) "Maximum Gross Monthly Income" means the pre-tax income from all acceptable sources as defined in the HUD Technical Guide for Determining Income.

(k) "Maximum Sale Price" means the maximum amount for which an MPDU may be transferred, calculated in accordance with Article IV of Chapter 27 of the D.R.M.C.

(l) "Memorandum of acceptance" means a document signed by each MPDU purchaser stating the purchaser is aware of and will be bound by the MPDU restrictions and providing an address for notices to the purchaser.

(m) "MPDU" or "moderately priced dwelling unit" means a dwelling unit which is initially offered to Eligible Households under the terms of D.R.M.C. 27-101 et seq. and is affordable to households earning no more than eighty percent (80%) of AMI, adjusted for household size. [For developments in which buildings are greater than three (3) stories, elevators are provided, and over sixty percent (60%) of the parking is structured, the unit shall be affordable to households earning no more than ninety-five percent (95%) of AMI, adjusted for household size] and remains price restricted during the Control Period.

(n) "OED" means City and County of Denver Office of Economic Development or any successor agency which is assigned responsibility for the City's inclusionary housing program.

(o) "Owner" means any Eligible Household which purchases an MPDU from the Declarant and any subsequent buyer, devisee, transferee, grantee, Owner or holder of title of any MPDU.

(p) "Prior purchase price" means the purchase price paid for the MPDU by the selling Owner upon such Owner's acquisition of the MPDU.

(q) "Purchase Money First Lien Holder" means the lender who advances funds for the sale to an Eligible Household to purchase the property from Declarant or from a prior Owner. It does not include lenders who re-finance an MPDU.

(q) "Transfer" means any sale, assignment or transfer that is voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in an MPDU, including, but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a land contract by which possession of an MPDU is transferred and the Owner obtains title.

(r) "Verified" or "Verification" means that a household has been determined to be eligible to occupy an MPDU.

2. Property Subject to Covenant. Declarant and each subsequent Owner of each of the MPDUs, and every party with an interest in title to the MPDU hereby covenants and agrees that the MPDUs shall be used, occupied and Transferred strictly in conformance with the provisions of this Covenant and Article IV of Chapter 27 of the D.R.M.C. for so long as this Covenant remains in force and effect with respect to each such MPDU. Each Owner who takes title from Declarant and every subsequent Owner of each MPDU shall execute and record a

Memorandum of Acceptance in substantially the form attached hereto as Exhibit A (completed with the appropriate information relating to the MPDU and such Owner) with such Owner's deed to his or her MPDU in the real property records of the City and County of Denver, Colorado which states that the conveyed property is a MPDU and is subject to the restrictions contained in the covenants required under Article IV of Chapter 27 of the D.R.M.C. during the Control Period.

3. Seniority of Covenant. This Covenant is senior to all instruments securing permanent financing, except as otherwise permitted herein.

4. Use and Occupancy. An Owner (other than Declarant), in connection with the purchase and Ownership of an MPDU, must:

(a) be an Eligible Household such that households must be earning total household income which will allow it to pay the mortgage or rent on the unit and the household must make no more than allowed by the definition of Eligible Household provided above.

(b) occupy the MPDU as Owner's sole, exclusive and permanent place of residence during the time that such MPDU is owned by such Owner. A permanent residence shall mean the home or place in which one's habitation is fixed and to which one, whenever one is absent, has a present intention of returning after a departure or absence therefrom, regardless of the duration of the absence. In determining what is a permanent residence, the following circumstances relating to the Owner shall be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of parents, spouse and children, if any, location of personal and real property, and motor vehicle registration. The Director may, in the Director's sole discretion, either grant a temporary hardship exemption or require an Owner who does not occupy the MPDU as the buyer's primary residence to offer the MPDU for resale to an Eligible Household under the authority of Article IV of Chapter 27 of the D.R.M.C. The occupancy requirement does not apply to governmental entities, quasi-governmental entities, or non-profit organizations designated by the Director, although such entities shall use MPDUs for affordable housing purposes;

(c) not engage in any business activity on or in such MPDU, other than permitted under applicable zoning ordinances and the condominium declaration governing the MPDU;

(d) not permit any use or occupancy of such MPDU except in compliance with this Covenant during the period of such Owner's Ownership of the MPDU; and

(e) if an MPDU Owner dies, at least one person taking title by will or by operation of law, whether eligible or not, either shall occupy the MPDU as his, her, or their primary residence during the Control Period, or shall sell the MPDU as provided in Article IV of Chapter 27 of the D.R.M.C. In no event shall the death of an MPDU Owner affect the operation of the covenant or Article IV of Chapter 27 of the D.R.M.C...

5. Initial Sale Price. The initial Transfer of each MPDU by Declarant to a purchaser from Declarant (the "Initial Sale") shall be for a purchase price of _____ _____ and No/100 Dollars ($_____).

(a) Every MPDU required under Article IV of Chapter 27 of the D.R.M.C. shall be offered solely to Eligible Households for sale to be used for the buyer's own primary residence. Either OED or the Declarant may notify pre-verified Eligible Households of the offering.

(b) During the initial Sale period, the MPDUs shall be offered to Eligible Households by the Declarant through a fair and equitable system.

(c) The Declarant shall use reasonable, good-faith efforts to enter into contracts with Eligible Households and in marketing to Eligible Households.

(d) The Declarant shall not sell any unit without first obtaining a verification of eligibility issued by OED for the buyer. A copy of each verification shall be furnished by OED and maintained on file by OED.

(e) OED is not entitled to any real estate commission for the service of providing the list of Eligible Households, nor for any notification of the offering it has provided to Eligible Households.

6. Maximum Sale Price.

(a) The "Maximum Sale Price" is calculated as follows:

(i) Start with the Prior Purchase Price paid for the MPDU;

(ii) For each year from the date that the selling Owner acquired the MPDU multiply the selling Owner's Prior Purchase Price by the percentage change over the prior year in the Case/Shiller index up to a maximum increase for any given year of 3.5 percent. Each year's percent increase is added to the Prior Purchase Price and is not compounded from year to year. In years where the Case/Shiller index decreases, there shall be no adjustment to decrease the Prior Purchase Price of the MPDU;

(iii) For each year add the product of the multiplication described in 6(a)(ii) above to the selling Owner's purchase price;

(iv) Add the costs of Eligible Capital Improvements that have been approved by OED up to the time of Transfer;

(v) Add the amount of the sales commission paid by the Owner; provided that such amount does not exceed the maximum allowable sales commission published by OED on an annual basis; and

(vi) Add any accrued negative amortization if the MPDU was financed with a graduated payment mortgage.

(b) THE MAXIMUM SALE PRICE IS ONLY AN UPPER LIMIT ON THE RESALE PRICE FOR THE MPDU, AND NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTEE BY THE CITY OR DECLARANT THAT UPON TRANSFER THE OWNER SHALL OBTAIN THE MAXIMUM SALE PRICE. DEPENDING UPON CONDITIONS AFFECTING THE REAL ESTATE MARKET, THE OWNER MAY OBTAIN LESS THAN THE MAXIMUM SALE PRICE FOR THE MPDU UPON RESALE.

7. Transfer of MPDU.

(a) In the event that an Owner (other than Declarant, it being understood and agreed that the provisions of this Section 7(a) shall not apply to Declarant's Initial Sale) desires to sell the MPDU, the Owner shall provide written notice of resale during the Control Period, which requires that ten (10) days before an offering for resale of any MPDU, the Owner shall notify OED

in writing of the proposed offering and the date on which the Owner will be ready to begin the marketing to Eligible Households. The notice shall set forth the number of bedrooms, and the floor area for each MPDU, a description of the amenities offered in the MPDU and a statement of the availability of the MPDU for sale, including information regarding any mortgage financing available to Eligible Households for the MPDU. OED may notify the Denver Housing Authority (DHA), the Denver Urban Renewal Authority (DURA) and any non-profit organizations designated by OED promptly after receiving notice from the Owner of the availability of MPDUs.

(b) A resale MPDU may be offered for sale to Eligible Households only after the ten (10) day period for resale expires, as set forth in Article IV of Chapter 27 of the D.R.M.C., and OED has been notified by the Owner as required under section Article IV of Chapter 27 of the D.R.M.C. and the ten (10) day period thereafter has expired.

(c) After providing the notice required in Subsection 7(a) and receiving the Maximum Sale Price calculation from the City, the selling Owner may list the MPDU for sale to an Eligible Household with a real estate agent licensed in the State of Colorado or the selling Owner may market the MPDU as "for sale by Owner". When more than one verified Eligible Household is interested in purchasing the resale MPDU, OED shall, upon request of the Owner, hold a lottery among all Eligible Households who have offered the Maximum Sale Price within thirty (30) days of the request by the Owner.

(d) The Owner may enter into a contract for the sale of the MPDU only to an Eligible Household and upon such terms and conditions as the selling Owner shall, in the selling Owner's sole discretion, deem acceptable, provided, however, that:

(i) the purchase price shall not exceed the Maximum Sale Price;

(ii) the selling Owner must believe in good faith that the purchaser is an Eligible Household and that the purchase price does not exceed the Maximum Sale Price; and

(iii) the contract must state as a contingency that the purchaser will submit the application described in Subsection 7(c) below to OED within three (3) days after contract acceptance, and that the selling Owner's obligations under the contract are expressly contingent upon the City's determination that the purchaser is an Eligible Household and that the purchase price does not exceed the Maximum Sale Price as evidenced by issuance of the Verification described in Subsection 7(c) below.

(e) Within three (3) days after contract acceptance (defined as the date of last execution of the contract by the purchaser or the selling Owner), the purchaser shall complete and submit an application form to the City requesting a determination that the purchaser is an Eligible Household and that the purchase price does not exceed the Maximum Sale Price. OED shall promulgate the form of such application, which shall request only such information as is necessary to determine whether the purchaser is an Eligible Household and whether the purchase price exceeds the Maximum Sale Price. The City shall make its determination within ten (10) days after receipt of the completed application, as evidenced either by (i) the issuance of a verification, signed by the City and in recordable form, stating that the purchaser is an Eligible Household, the amount of the purchase price and that the purchase price does not exceed the Maximum Sale Price (the "Verification"); or (ii) delivering a notice to seller and purchaser that a Verification cannot be issued and stating the reason(s) therefore. Failure by the City to make its determination and deliver the Verification or the non-issuance notice as described above within the ten (10) day period will

be deemed an approval of the purchaser and the purchase price, and the City shall thereafter issue a Verification with respect to the transaction immediately upon request therefore by the selling Owner or the purchaser.

(f) The Director may waive the restrictions on the resale prices for MPDUs if the Director finds that the restrictions conflict with regulations of federal or state housing programs and thus prevent Eligible Households from buying dwelling units under the MPDU program. Any waiver shall be in writing, shall reference the recorded covenant, and shall be recorded in the records of the Clerk and Recorder for the City and County of Denver, Colorado.

8. No Rental of MPDUs. An Owner may not rent such Owner's MPDU for any period of time, without obtaining a temporary exception, approved in writing by the Director of OED. Any rent obtained for an MPDU that is so leased shall be paid into the special revenue fund by the Owner within ninety (90) days after the Director notifies the Owner or lessee of the rental violation. The requirements of this Section shall not preclude an Owner from sharing occupancy of the MPDUs or MPDU with non-Owners on a rental basis provided Owner continues to reside in the MPDU and to meet the obligations contained in this Covenant.

9. Remedies in the Event of Breach.

(a) In the event that OED has reasonable cause to believe that an Owner is violating the provisions of this Covenant, an authorized representative of OED may inspect the MPDU owned by such Owner between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing such Owner with no less than twenty-four (24) hours advance written notice.

(b) In the event a violation of this Covenant is discovered, the City shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure such default. Said notice shall state that the Owner may request a hearing before the City within fifteen (15) days to determine the merits of the allegations. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of this Covenant. If a hearing is held before the City, the decision of the City based on the record of such hearing shall be final for the purpose of determining if a violation has occurred.

(c) There is hereby reserved to the City the right to enforce this Covenant, including any and all remedies provided pursuant to the Denver Revised Municipal Code.

(d) Subject to the limitations set forth in Section 9(e) below, in the event the MPDU is Transferred in a manner that is not in full compliance with the terms and conditions of this Covenant, such Transfer shall be wholly null and void and shall confer no title whatsoever upon the purported transferee. Each and every Transfer of the MPDU, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, regardless of reference therein to this Covenant.

(e) Notwithstanding anything in this Covenant to the contrary, in the event that the MPDU is encumbered by a deed of trust from a Purchase Money First Lien Holder and such deed of trust is insured by HUD, the City's remedies shall specifically not include remedies prohibited by HUD, such as: (i) voiding a conveyance, including a lease, by the Owner; (ii) terminating the Owner's interest in the MPDU; (iii) limiting the amount of Sale proceeds retainable by the Owner to an amount less than that set forth pursuant to Section 6; or (iv) subjecting the

Owner to contractual liability including damages, specific performance or injunctive relief, other than requiring repayment at a reasonable rate of interest any amount paid for an MPDU above the Maximum Sale Price.

10. Release of Covenant in Foreclosure.

(a) In the event of notice of default or notice of foreclosure by the Purchase Money First Lien Holder (which shall include assignees of the Purchase Money First Lien Holder), the Owner shall send a copy of said notice to OED within seven (7) days of receipt.

(b) The City, pursuant to the process and rights described in Subsection 10 (c) below, shall release this Covenant of record and waive its ability to enforce the provisions of this Covenant with respect to a particular MPDU in the event of foreclosure or the acceptance of a deed in lieu of foreclosure with respect to such MPDU by a Purchase Money First Lien Holder which is a holder of a purchase money first priority deed of trust against the MPDU (which shall be the only party entitled to take the MPDU free of this Covenant pursuant to the provisions of this Section 10). In the event that OED purchases the MPDU at foreclosure, OED or its designee may sell the MPDU to Eligible Households, or rent the MPDU until such time that the MPDU can be sold to an Eligible Household in accordance with this Covenant. As to any MPDU encumbered by a HUD-insured mortgage, this Covenant shall automatically and permanently terminate upon foreclosure of a deed of trust by a Purchase Money First Lien Holder, acceptance of a deed in lieu of foreclosure by a Purchase Money First Lien Holder, or assignment to HUD of a purchase money first priority deed of trust encumbering such MPDU.

(c) In the event of (i) a foreclosure action being brought by the Purchase Money First Lien Holder (including assigns of the Purchase Money First Lien Holder), or (ii) the request for the Purchase Money First Lien Holder to accept title to the MPDU by deed in lieu of foreclosure, the Owner shall give a copy of any notice of intent to foreclose or request for deed in lieu to OED within ten (10) days of receipt of such notice or request. Notice to OED shall be to the address of OED as provided in this Covenant with a copy to the City Attorney's Office. In the event that the Purchase Money First Lien Holder takes title to the MPDU pursuant to a deed in lieu of foreclosure, the Owner shall give notice to OED with a copy to the City Attorney's Office upon the vesting of title to the MPDU in Purchase Money First Lien Holder.

11. Limitation on Equity Mortgages. During the term of the Covenant no second mortgage, re-finance mortgage, or equity mortgage greater than the then current restricted Maximum Sale Price shall be legal and failure to abide by that restriction may subject owner to criminal and civil fraud penalties.

12. Covenant Running with Land; Duration of Covenant. The provisions of Article IV of Chapter 27 of the D.R.M.C. apply to the property and run with the land for the entire Control Period. The terms of this Covenant shall constitute covenants running with the MPDUs, as a burden thereof, for the benefit of, and shall be specifically enforceable by the City and its successors and assigns, as applicable, by any appropriate legal action including but not limited to specific performance, injunction, reversion or eviction of non-complying Owners and/or occupants.

13. Final MPDU Sale.

(a) Assuming no previous termination due to foreclosure, this Covenant shall terminate, expire and be of no further force and effect with respect to a the MPDU following the

first Transfer of said MPDU that occurs after the end of the Control Period, or ten (10) years after the Control Period, whichever occurs first. Upon the first Transfer of an MPDU within ten (10) years after the end of the Control Period ("Final MPDU Sale"), the requirements are as follows:

(b) Upon the first Transfer of an MPDU within ten (10) years after the end of the Control Period ("Final MPDU Sale"), the requirements are as follows:

(i) Right of OED to Purchase. The Owner, thirty (30) days before offering the MPDU for final sale, shall notify OED of the proposed offering and the date on which the Owner will be ready to offer the property for sale. The property shall be offered as a single property for sale and shall be offered at fair market value with no extraordinary terms of sale. The notice shall set forth the number of bedrooms, and the floor area for the MPDU, a description of the amenities offered in the MPDU. Within the thirty (30) days, OED shall notify the Owner by written notice of the City's intent to purchase. Any sale under this subsection shall close within sixty (60) days of the notice of intent to purchase to the Owner. If the property does not close within the sixty (60) days, the Owner may proceed to sell the MPDU as provided by this subsection. Any property purchased by OED shall be used for affordable housing purposes.

(ii) Final MPDU payment. In return for the benefits received by the Owner in being able to purchase the MPDU, the Owner shall upon the final MPDU sale pay to the City's affordable housing special revenue fund an amount equal to the following calculation:

(A) one-half of the excess of the total resale price over the sum of:

(1) The prior purchase price (prior Maximum Sale Price);

(2) A percentage of the MPDU's prior purchase price equal to the increase in the cost of living since the MPDU was last sold, as determined by the Consumer Price Index;

(3) The fair market value of documented capital improvements made to the MPDU between the date of the last sale and the date of resale; and

(4) A reasonable sales commission as published by OED on an annual basis.

(B) In the event that the amount remaining after the calculation of items (A)(1) – (4) above, is less than twenty thousand dollars ($20,000.00) the amount which shall be due to the special revenue fund shall be adjusted in each case so that the Owner/seller will retain ten thousand dollars ($10,000.00) or the entire amount, of the excess of the final MPDU Sale price, which ever is less. This Final MPDU Payment requirement does not apply to any designated non-profit organization, or any governmental entity, or any quasi-governmental entity which owns an MPDU.

(c) The Director shall release the covenants upon a finding that all amounts due the City's special revenue fund have been received and all other provisions of the covenant have been satisfied.

14. Notices. Any notice, consent or approval which is required or permitted to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with posting fully prepaid, to any address provided herein or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Covenant.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant: _____
[Development Entity]

_____
[Street Address]

_____
[City, State and Zip Code]

To the City: Office of Economic Development
City and County of Denver
201 W. Colfax Avenue, Dept. 204
Denver, Colorado 80202

Copy to: City Attorney's Office
City and County of Denver
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202

To Owner: To be determined pursuant to the Memorandum of Acceptance (as shown on Exhibit A) recorded with respect to each Transfer of an MPDU.

15. Exhibits. All exhibits attached hereto are incorporated herein and by this reference made a part hereof.

16. Severability. Whenever possible, each provision of this Covenant and any other related document 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.

17. Choice of Law. This Covenant and each and every related document are to be governed and construed in accordance with the law of the State of Colorado.

18. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

19. Section Headings. Paragraph or section headings within this Covenant 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.

20. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any party hereto except on the basis of a written instrument

executed by the parties to this Covenant. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

21. 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.

22. Personal Liability. Owner shall be personally liable for any of the transactions contemplated herein.

23. Further Actions. The parties to this Covenant 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 Covenant or any restriction or document relating hereto or entered into in connection herewith.

24. Modifications. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by writings signed by both parties and recorded with the Clerk and Recorder of the City and County of Denver, Colorado.

25. Owner and Successors. The term Owner shall mean the person or persons who shall acquire an Ownership interest in an MPDU in compliance with the terms and provisions of this Covenant; it being understood that such person or persons shall be deemed an Owner hereunder only during the period of his, her or their Ownership interest in the MPDU and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

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*

*

*

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year above first written.

DECLARANT: _____, a _____
[Development Entity] [State]

_____.
[Type of business organization]

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of_____ _____, 20__, by _____ as _____ of _____, a _____
[Development Entity] [State]

_____.
[Type of business organization]

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

_____
Notary Public

ACCEPTANCE BY THE CITY AND COUNTY OF DENVER

The foregoing Notice of Voidable Title Transfer and Master Covenant for the Occupancy and Resale of Units _____, and its terms
[Project Name]

are hereby accepted by the City and County of Denver, Colorado.

CITY AND COUNTY OF DENVER, COLORADO

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of the City and County of Denver, Colorado.

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

_____
Notary Public

EXHIBIT A – Legal Description
EXHIBIT A - Memorandum of Acceptance

EXHIBIT A
Legal Description

UNIT _____, _____ [*INSERT NAME OF PROJECT*], County of _____, State of Colorado, according to the Map thereof recorded on _____, 20__, at Reception No. _____, and the Declaration recorded on _____, 20__, at Reception No. _____, in the records of the Clerk and Recorder of the County of _____, Colorado,

also known by street and number as: _____

EXHIBIT B

MEMORANDUM OF ACCEPTANCE
OF
NOTICE OF VOIDABLE TITLE TRANSFER AND MASTER COVENANTS
FOR THE OCCUPANCY AND RESALE OF UNITS FOR

_____
[Project Name]

WHEREAS, _____, the Buyer, is
[Buyer Name]

purchasing from _____, the Seller, at a price of
[Seller Name]

$_____, a [condominium] dwelling unit ("the MPDU") described as:
[purchase price amount]

[Condominium Unit _____,
[Project Name]

according to the Condominium Declaration for _____
[Project Name]

recorded under Reception No. _____, and the Condominium Map] of _____ recorded under Reception No. _____, in
[Project Name]

the real estate records of the City and County of Denver, Colorado (the "Unit"); and

WHEREAS, the Seller of the MPDU is requiring as a prerequisite to the sale transactions, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled " Notice of Voidable Title Transfer and Master Covenant for The Occupancy and Resale of Units _____", recorded on
[Project Name]

_____, 20__, under Reception No. _____, in the real property records of the City and County of Denver, Colorado (the "Master Covenant").

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

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

2. Acknowledges that Buyer understands that resale price and potential future buyers may be restricted and profits may be required to be shared after the termination of the Covenant.

3. Acknowledges that Buyer understands that during the term of the Covenant any attempt to obtain a second mortgage, re-finance mortgage, or equity mortgage must be first approved by OED as defined in the Master Covenant.

4. Acknowledges that Buyer understands that during the term of the Covenant no second mortgage, re-finance mortgage, or equity mortgage greater than the then current restricted Maximum Sale Price shall be legal and failure to abide by that restriction may subject owner to criminal and civil fraud penalties.

5. Notice to Buyer, pursuant to Subsection 11(a) of the Master Covenant, should be sent to:

_____
_____
_____
_____

6. Directs that this memorandum be placed of record in the real estate records of the City and County of Denver, Colorado and a copy provided to OED.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of the day and year first above written.

BUYER(S):

By: _____

Name: _____

STATE OF)
) ss.
COUNTY OF)

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

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

_____
Notary Public

DENVER
OFFICE OF ECONOMIC DEVELOPMENT

Housing & Neighborhood Development

201 W. Colfax Avenue #204
Denver, CO 80202
p: 720.913.1999
f: 720.913.1800
www.denvergov.org/oed

RETURN RENTAL EXEMPTION POLICY

The Office of Economic Development – Housing and Neighborhood Development ("HAND") recognizes that there may be occasion where it may be necessary for affordable housing participants to request an exemption to the "No Rental of MPDU's" restriction as set forth by applicable covenant due to unforeseen circumstances. This policy has been created to address the situations listed below. Homeowners must intend to return to the home as their primary place of residence within two years; therefore, **the maximum allowable rental period is two (2) years.**

Policy Guidelines

A one-time rental exemption[1] for deed restricted properties may be granted if a hardship is declared for the following reasons:

- Job or military transfer of more than 60 miles outside of Denver City and County limits;
- Divorce resulting in a temporary inability to pay mortgage;
- Change in household size;
- Job loss as result of firing or layoff resulting in a temporary inability to pay mortgage;
- Major illness within the household resulting in financial hardship
- Relocation to obtain medical care for household member outside the Denver metropolitan area;
- Inability to sell after good faith marketing effort of property.

All rental exemption requests must be supported by applicable documentation. Such documentation may include, but is not limited to:

- Copy of transfer on employer letterhead
- Executed Divorce Decree
- Documentation of change of household size (birth certificate, etc.)
- Copy of termination or layoff on employer letterhead
- Letter from caring physician
- Confirmation of compliance with OED Good Faith Marketing policy
- Copy of loan documents and/or monthly mortgage bill
-

HAND reserves the right to request additional documentation as necessary.

Terms of Exemption:

Exemptions may be rescinded for failure to abide by the requirements as set forth in the Hardship Policy or if any information surrounding the request is found to be false. Owners must:

- Intend to return and occupy the home after exemption period has expired.
- Not exceed the two year rental exemption period.
- Lease terms of not more than six months (leases may be renewed for additional six month terms).

[1] Active members of the military may request and be granted unlimited exemptions if request is made as a result of military orders.

- Monthly rental payment may not exceed owners actual mortgage payment.
- Provide copy of executed rental agreement[2] to HAND.
- Provide HAND with current contact information at all times.
- Contact HAND 30 days prior to the end of the exemption period or upon return to home (if prior to expiration of exemption period).
- Contact HAND if circumstances surrounding exemption changes.

Compliance

In addition to providing the above documents, HAND will request a copy of Federal Income Tax returns and accompanying W-2's each April throughout the duration of the rental exemption period. Failure to supply such will result in immediate withdrawal of the exemption and expulsion of tenant upon lease end.

If after review of the Federal Income Tax return, income is at an acceptable level to accommodate return to the affordable unit (minimum of 50% and maximum of 80% or 95% AMI or any other income level as designated by Covenant), owner must return to unit at tenant's lease end and rental exemption will be terminated.

ALL EXEMPTIONS ARE AT THE SOLE DISCRETION OF THE HAND DIRECTOR
THIS POLICY SUBJECT TO CHANGE WITHOUT NOTICE

[2] Rental agreements will be provided to HAND for confirmation and data collection purposes only and will be held strictly confidential. HAND will not be responsible for the terms or conditions set forth in such agreements.

Request

Why are you requesting this Rental Exemption? (Please be as detailed as possible.)

Please list the documentation you have included supporting the Exemption Request:

AGREEEMENT & ACKNOWLEDGEMENT

I do hereby agree to abide by all terms and conditions set forth in the above Rental Hardship Exemption Policy. I further understand that this exemption may be rescinded at any time if I fail to adhere to all the terms and conditions set forth in the HAND Hardship Exemption Policy or if any claim surrounding the hardship request is found to be false.

_____ _____

Owner Signature Date

_____ _____

Owner Signature Date

_____

Property Address