WHEN RECORDED MAIL TO:
Department of Housing Stability
Attention: Catalytic Projects Team
201 W. Colfax Ave., Dept. 1101
Denver, CO 80202

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF VOIDABLE TITLE TRANSFER AND AFFORDABLE HOUSING COVENANT FOR THE OCCUPANCY AND RESALE OF FOR SALE UNIT at

_____
[project name]

THIS NOTICE OF VOIDABLE TITLE TRANSFER AND AFFORDABLE HOUSING COVENANT FOR THE OCCUPANCY AND RESALE OF FOR SALE UNIT 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:

[INSERT LEGAL LOT DESCRIPTION]

(the unit being referred to herein as an "IRU").

WHEREAS, the provisions of Article X of Chapter 27 of the Denver Revised Municipal Code as amended from time to time (the "MAH Ordinance") and the Mandatory Affordable Housing Ordinance & Affordable Housing Permanent Funds Ordinance Administrative Rules and Regulations (the "Rules"), shall apply to the IRU and run with the land until the Final IRU Sale and this Covenant shall bind the Owners of the IRU, and all other parties with an interest in title to the IRU until the Final IRU Sale.;

WHEREAS, Declarant agrees to restrict the acquisition or transfer of the IRU 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 the IRU may be sold, the amount of appreciation, and the terms and provisions controlling the resale of the IRU should a subsequent Owner of an IRU desire to sell his or her interest in the IRU at any time after the date of this Covenant. Finally, by this Covenant, Declarant agrees to restrict the IRU 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" means the median income for the Denver metropolitan area, adjusted for household size as calculated by HUD.

(b) "Covenant Period" means a period of _____ (___) years, commencing on the date of Initial Sale of the IRU.

(c) "Director" means the Executive Director of HOST or his or her designee.

(d) "Eligible Household" means a household that holds a valid verification of eligibility from HOST (as described in Section 4 below) that entitles the household to buy an IRU. To be eligible to purchase the IRU at Initial Sale or resale, households must be earning no more than _ percent (___%) of the AMI at the time of execution of a contract for purchase of an IRU and meet all other requirements set forth in the Rules. The term Eligible Household includes nonprofit organizations designed by the Director and governmental or quasi-governmental bodies who purchase the IRU for the purpose of renting or selling the IRU to a household whose income qualifies them to rent or purchase the IRU.

(e) "Final Sale" means the first resale of the IRU occurring after the end of the Covenant Period in compliance with the terms and restrictions set forth herein. If the IRU is not resold within the period beginning on the expiration date of the Covenant Period and ending on the ten (10) year anniversary of such date, the Final Sale of the IRU shall be deemed to have occurred on such ten (10) year anniversary.

(f) "HOST" means the City and County of Denver's Department of Housing Stability or any successor agency which is assigned responsibility for the City's MAH Ordinance.

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

(h) "Initial Sale" means the first sale of the IRU by Declarant;

(i) "Maximum Sale Price" means the maximum amount for which the IRU may be sold by Declarant, as set forth in Section 3(a) below or sold by a subsequent Owner, as set forth in Section 7 below.

(j) "Memorandum of Acceptance" shall have the meaning set forth in paragraph 5 below.

(k) "Owner" means any Eligible Household that purchases the IRU from the Declarant and any subsequent buyer, devisee, transferee, grantee or owner of, or holder of title to, the IRU, provided that if the City shall for any reason take title to the IRU, it shall not be

considered an "Owner" for purposes of this Covenant.

(l) "Purchase Money First Lien Holder" means the lender who advances funds to an Eligible Household for the purchase the IRU and who is a holder of a purchase money first priority deed of trust against the IRU. The Purchase Money First Lien Holder shall be deemed to include assigns of the first lien holder but shall not include lenders who re-finance the IRU.

(m) "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 the IRU, 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 the IRU is transferred and the Owner obtains title.

2. Property Subject to Covenant. Declarant and each subsequent Owner of the IRU, and every party with an interest in title to the IRU hereby covenants and agrees that the IRU will be used, occupied, and Transferred strictly in conformance with the provisions of this Covenant, for so long as this Covenant remains in force and effect.

3. Initial Sale. The Initial Sale of the IRU by Declarant shall be subject to the following restrictions:

(a) The Initial Sale of the IRU shall be at a price no greater than _____ Dollars and No/100.

(b) Declarant shall make a good faith effort, as described in the Rules, to market the IRU for sale to households that are expected to qualify as Eligible Households and use the IRU as their own primary residence.

(c) If, during Declarant's marketing of the IRUs, more than one offer is received for the IRU, the Declarant shall use a fair selection process to select among the prospective purchasers.

(d) The Declarant shall not close on the sale of the IRU without first obtaining a verification of eligibility issued by HOST for the buyer or buyers as set forth in Section 4 below. A copy of each verification shall be furnished by HOST and maintained on file by HOST.

(e) Upon closing of the Initial Sale of the IRU, the purchase contract, Memorandum of Acceptance, appraisal (if necessary), the warranty deed and a copy of the HUD-1 Settlement Sheet (or similar documentation), and any other documentation deemed necessary by HOST shall be filed with HOST to verify the sale of the IRU.

4. Eligible Household Verification.

(a) Prior to entering into a purchase and sale contract for the IRU, a household must be income verified by HOST. The household must submit a request for income verification (on the form provided by the City).

(b) Within ten (10) business days after receipt of the income verification request, the City shall verify the potential purchaser's household income based on the Rules and either (i) issue a verification, signed by the City, stating that the household is an Eligible Household (the "Verification"); or (ii) deliver notice to the household specifying the reasons that

a Verification cannot be issued.

5. Memorandum of Acceptance. Each Owner 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 IRU and such Owner) in the real property records of the City and County of Denver, Colorado concurrently with the recordation of such Owner's deed to the IRU. Such Memorandum of Acceptance shall state that the conveyed property is an IRU and is subject to the restrictions contained in this Covenant.

Upon any sale or resale of the IRU, a Memorandum of Acceptance shall be recorded with the Clerk and Recorder of the City and County of Denver concurrently with the deed for the IRU. If the Memorandum of Acceptance is not so recorded, then the transfer shall be voidable at the option of the City.

6. Use and Occupancy.

(a) Owners of the IRU shall occupy the IRU within thirty (30) days after closing of their purchase thereof.

(b) At all times during the Covenant Period the Owner shall occupy the IRU as the Owner's sole, exclusive and permanent place of residence. 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. The maximum duration of absence within any one (1) year period is sixty (60) days. In determining what is a permanent residence, the City may consider the following circumstances relating to the Owner: 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. Temporary exceptions allowing the Owner of the IRU to rent out the IRU (subject to the limitations set forth in the Rules) may only be granted by HOST as permitted by and justified under the Rules. Under no circumstances shall the IRU be used as a short-term rental, as defined by Article III, Chapter 33 of the Denver Revised Municipal Code. The requirements of this Section shall not preclude an Owner from sharing occupancy of an IRU with non-Owners on a rental basis provided Owner continues to reside in the IRU and to meet the obligations contained in this Covenant.

(c) If the Owner dies, at least one person taking title by will or by operation of law, whether eligible or not, either shall occupy the IRU as his, her, or their primary residence during the Covenant Period, or shall sell the IRU as provided herein. In no event shall the death of the Owner affect the operation of the Covenant or the Rules, including, but not limited to, the provisions related to Maximum Sale Price.

7. Maximum Sale Price.

(a) If, at any time during the Covenant Period, an Owner desires to sell their IRU, the Owner shall, at least ten (10) days prior to offering such IRU for sale, complete and submit to HOST a Maximum Resale Request (on the form provided by the City). Such form shall include the date on which the Owner will be ready to begin the marketing to Eligible Households.

(b) The Maximum Sale Price is calculated as follows:

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

(ii) For each year from the date that the selling Owner acquired the IRU 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 IRU;

(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 HOST up to the time of Transfer; and

(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 HOST on an annual basis.

(c) The Owner may not list the IRU for sale prior to receipt of HOST's written determination of the Maximum Sale Price. After receiving such determination from the City, the selling Owner may list the IRU for sale to potential Eligible Households at or below such Maximum Sale Price. THE MAXIMUM SALE PRICE IS ONLY AN UPPER LIMIT ON THE RESALE PRICE FOR THE IRU, AND NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTEE BY THE CITY OR DECLARANT THAT UPON RESALE THE OWNER SHALL OBTAIN THE MAXIMUM SALE PRICE. DEPENDING UPON THE CONDITION OF THE UNIT AND CONDITIONS AFFECTING THE REAL ESTATE MARKET, THE OWNER MAY OBTAIN LESS THAN THE MAXIMUM SALE PRICE FOR THE IRU UPON RESALE.

(d) The Owner shall make a good faith effort to market the IRU in accordance with the requirements set forth in the Rules to purchasers that are expected to qualify as Eligible Households.

(e) The Owner may enter into a contract for the sale of the IRU upon such terms and conditions as the selling Owner shall deem acceptable, provided, however, that the purchase price shall not exceed the Maximum Sale Price.

(f) The verification procedure described above in Section 4 shall apply to each resale of any IRU.

(g) Upon the transfer of the IRU, the purchaser must sign and record a Memorandum of Acceptance as described above in Section 5.

(h) The Director may waive the restrictions on the resale prices for IRUs 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 IRU 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. Remedies in the Event of Breach.

(a) In the event that HOST has reasonable cause to believe that an Owner is violating the provisions of this Covenant, an authorized representative of HOST may seek permission to enter the IRU, if necessary to determine compliance.

(b) In the event the City becomes aware of an alleged violation of this Covenant, the City or HOST shall send a notice of such alleged violation to the Owner detailing the nature thereof and allowing the Owner thirty (30) days to cure such default or request a hearing before the City in accordance with the process described in the Rules. If no hearing is requested and the violation is not cured within the thirty (30) 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, HOST and the Director the right to enforce this Covenant, including any and all remedies provided pursuant to the Denver Revised Municipal Code.

(d) Any Owner who violates the occupancy provisions of Section 6(b) above may be required by the Director to occupy such IRU as Owner's domicile, offer the IRU for resale to an Eligible Household, and/or turn over to the City all rents received without a City exception.

(e) Subject to the limitations set forth in Section 10 below, in the event the IRU 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 IRU, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, regardless of reference therein to this Covenant. Notwithstanding anything in this Covenant to the contrary, in the event that the IRU 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 IRU; or (iii) 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 IRU above the Maximum Sale Price.

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

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 HOST 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 the IRU in the event of foreclosure or the acceptance of a deed in lieu of foreclosure with respect to the IRU by a Purchase Money First Lien Holder which is a holder of a purchase money first priority deed of trust against the IRU (which shall be the only party entitled to take the IRU free of this Covenant pursuant to the provisions of this Section 10). In the event that HOST purchases the IRU at foreclosure, HOST or its designee may sell the IRU to Eligible Households, or rent the IRU until such time that the IRU can be sold to an Eligible Household in accordance with this Covenant. As to any IRU 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 the IRU.

(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 IRU 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 HOST within ten (10) days of receipt of such notice or request. Notice to HOST shall be to the address of HOST 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 IRU pursuant to a deed in lieu of foreclosure, the Owner shall give notice to HOST with a copy to the City Attorney's Office upon the vesting of title to the IRU in Purchase Money First Lien Holder.

11. Limitation on Equity Mortgages. During the Covenant Period, Owner shall not cause or allow any second mortgage, refinance mortgage, or equity mortgage greater than the then- current Maximum Sale Price to be placed on or recorded against the IRU. Any action in contravention of this provision shall be void and may subject the Owner to any applicable penalties for fraud.

12. Covenant Running with Land; Duration of Covenant. The terms of this Covenant and the provisions of the Rules shall apply to the IRUs and run with the land as a burden thereof until Final Sale, 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 IRU 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 the IRU on the date of Final Sale.

(b) If an Owner desires to sell their IRU within the ten (10) year period after the end of the Covenant Period, such proposed sale shall be subject to the following requirements:

(i) Right of HOST to Purchase. No less than thirty (30) days before offering the IRU for Final Sale, the Owner shall notify HOST of the proposed offering and the date on which the Owner will be ready to offer the property for sale. The notice shall affirm that the property will be offered at fair market value with no extraordinary terms of sale and that it is being offered as a single property for sale. The notice shall set forth the proposed sale price, number of bedrooms, unit size by square feet, and a description of the amenities offered in the IRU.

(ii) Within thirty (30) days of HOST's receipt of the notice described above, HOST shall provide written notice to the Owner of the City's or its designee's intent to purchase the IRU. If the City or its designee opts to purchase the IRU, it shall complete such purchase within ninety (90) days after the date on which the notice of intent to purchase was received by the Owner. If the City does not so notify the Owner or if the purchase of the property does not close within such ninety (90) day period, the Owner may proceed to sell the IRU to any third party purchaser.

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: Department of Housing Stability
City and County of Denver
201 W. Colfax Avenue, Dept. 1101
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 IRU.

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. Conflict or Inconsistency. In the event of any conflict or inconsistency between the terms of this Covenant and the terms and provisions of the Rules, as such are in effect on the date of this Covenant, the Rules shall prevail.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. Owner and Successors. It is understood that a person or persons shall be deemed an Owner hereunder only during the period of his, her or their ownership interest in the IRU and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period. Notwithstanding the foregoing, if an Owner conveys the IRU in violation of this Covenant, nothing herein shall prevent or limit the City's ability to seek a remedy against such Owner even after their ownership interest in the IRU ceases.

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

MEMORANDUM OF ACCEPTANCE
OF
NOTICE OF VOIDABLE TITLE TRANSFER AND AFFORDABLE HOUSING COVENANT FOR THE OCCUPANCY AND RESALE OF UNIT AT

_____
[Project Name]

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

_____, on the date of _____from
[Property Address]

_____ Seller. The maximum resale price [is
(Seller Name)

/is deemed to be] $_____ as of _____, 20__.
[purchase price amount]

WHEREAS, the Seller of the IRU 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 Affordable Housing Covenant for The Occupancy and Resale of Unit at _____", recorded on
[Project Name]

_____, 20_____, under Reception No. _____, in the real property records of the City and County of Denver, Colorado (the "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, that applies to the property and 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 the Covenant **voids title passage** if a transfer is attempted which is non-compliant with the affordability restrictions in the Covenant. The failure to transfer for a restricted price and to an eligible household under the Covenant means title is not transferred (void) and the buyer has no title or ownership of the property.

3. Acknowledges that, before selling this affordable home in the future, it is mandatory that approval is obtained **in writing** from the City and County of Denver, Department of Housing Stability, 201 West Colfax Ave., Dept. 1101, Denver, Colorado 80202.

4. Acknowledges that the terms of the Covenant restrict the resale price. Maximum resale price is available only from the City and County of Denver.

5. Acknowledges that the terms of the Covenant restrict purchasers to households earning no more than _____% of Area Median Income ("AMI"). Allowable income maximums are available only from the City and County of Denver.

6. Acknowledges that the City and County of Denver may recover as financial penalty all amounts overpaid to the seller and require the purchaser to sell the property for the affordable price to an eligible household. The City's recovery of a penalty does not limit any action a buyer or other injured party may have to recover their damages from the seller.

7. Acknowledges that the terms of the Covenant prohibit rentals except in limited circumstances. Exceptions to rental require the written approval of the City and County of Denver.

8. Acknowledges that the City and County of Denver may recover as financial penalty all rents paid for and require the purchaser to sell the property for the affordable price to an eligible household. The City's recovery of a penalty does not limit any action a resident or other injured party may have to recover their damages from the landlord.

9. Notice to Buyer, pursuant to Subsection 14 of the Covenant, should be sent to:

_____

_____

10. In addition to the above, the City and County of Denver may seek any remedy allowed to it for violations of Article X, Chapter 27, Denver Revised Municipal Code (including any adopted rules and regulations) or the Covenant.

11. 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 the Department of Housing Stability.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

_____
Notary Public

My commission expires:_____

Please return **originally signed** document to HOST for recordation.

Department of Housing Stability
201 W. Colfax Ave., Dept. 1101
Denver, CO 80202