



1013197

Kathleen Neel - Summit County Recorder

**ENTRADA AT BRECKENRIDGE PUD EMPLOYEE UNIT COVENANT**

THIS COVENANT is made this 2nd day of November 2012, between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County" and CR 450 Holdings, LLC, whose address is 137 Lakeview Circle, Montgomery, TX 77356, hereinafter referred to as the "Owner."

For and in consideration of the County's approval of an "employee unit" on the property described below pursuant to the Entrada at Breckenridge ("PUD") designation and Section 3809.04 et al of the Summit County Land Use and Development Code, the Owner hereby covenants and agrees to, with and for the benefit of the County and the general public as follows:

1. **Property Affected:** This covenant and restrictions imposed hereby shall apply to the real property located at Entrada at Breckenridge in Summit County, Colorado, owned by the Owner and particularly described as:  
**Designated Employee Unit, Tract B, Entrada at Breckenridge**
2. **Use Restricted:** The employee unit shall be restricted to housing for an on-site employee and shall be occupied by on-site employees only and shall not be rented on a short term basis or rented to the general public.
3. **List of Tenants Available:** Upon request of the County, the owner shall, within ten (10) days of such request provide the County with a list of the current tenants, their places of employment, and a copy of the lease agreement for the unit.
4. **Enforcement:** The County shall retain all rights and **potential remedies necessary** for enforcement of this Covenant, including without limitation PUD enforcement, approval revocation, or any other remedy at law or in equity available by means of the PUD, the Code, this Covenant, or by law. Should any violation of this Covenant or any provision of the employee unit approval occur, the County shall be entitled to all costs, including reasonable attorney's fees, incurred in enforcing the same.
5. **Binding Effect:** This Covenant shall run with the land and be binding upon the Owner, its heirs, successors, representatives, and assigns.
6. **Recordation:** Owner shall record this instrument in a timely fashion in the official records of Summit County, at the Office of the Summit County Clerk and Recorder, and County may re-record it at any time as may be required to effectively preserve its rights in this Covenant, in the exercise of County's discretion.
7. **Severability:** The terms and conditions of this Covenant are expressly intended to be severable. In the case one or more of the provisions contained in this Covenant, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.
8. **Governmental Immunity:** The County does not intend to waive, by any provision of this Covenant, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S.
9. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation and performance of this Covenant. Venue shall only be proper in Summit County, Colorado.
10. **No Benefit to Third Parties:** This Covenant does not and shall not be deemed to confer upon or grant to any third party any rights to claim damages or to bring any lawsuit, action or other proceedings against any of the Parties because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein. Other than as specified herein, this Covenant is not intended to impose any legal or other responsibility on the Parties.

EXECUTED as of the date first above written.

COUNTY MANAGER  
OF SUMMIT COUNTY, COLORADO

BY: Gary Martinez  
Gary Martinez, County Manager

ATTEST:

Kathleen Neel  
Kathleen Neel, Clerk and Recorder

OWNER:

(sign) CR 450 Holdings, LLC - Martin V. Getz  
CR 450 Holdings, LLC, Packman  
(print) MARTIN V. GETZ

Subscribed and sworn before me this 2nd of November, 2012 by Martin V. Getz

Notary Public: J Snider

My commission expires: 3/13/2015

Notary Seal:

