

**OCCUPANCY DEED RESTRICTION AND AGREEMENT  
FOR A CARETAKER DWELLING UNIT  
APPROVED PURSUANT TO SECTION 6-30-40(c)  
OF THE PITKIN COUNTY LAND USE CODE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by **OWNER'S NAME** (hereinafter referred to as "Owner"), whose address is **PHYSICAL ADDRESS OF THE UNIT**, located in the County of Pitkin, and the Aspen/Pitkin County Housing Authority, a multi-jurisdictional housing authority established pursuant to the **THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** recorded on January 8, 2003 at Reception No. 477066 of the records of the Pitkin County Clerk and Recorder's Office (hereinafter referred to as "Authority").

**WITNESSETH**

WHEREAS, Owner owns real property more specifically described as **LEGAL ADDRESS (IF LEGAL ADDRESS IS A METES AND BOUNDS ADDRESS, THIS NEEDS TO BE EXHIBIT 'A', OTHERWISE EXHIBIT 'A' IS DELETED)** in Exhibit "A", attached hereto (hereinafter referred to as "Real Property"), which Real Property shall contain a **# OF BEDROOMS**, approximately **SQUARE FOOTAGE** net livable square feet unit, attached to the principal residence, approved by **Administrative Decision No. \_\_\_\_\_, BOCC Resolution No. \_\_\_\_\_ or Community Development Director sign-off**. For purposes of this Agreement, the Caretaker Unit, the Real Property, and all appurtenances, improvements and fixtures associated therewith shall hereinafter be referred to as the "Property"; and

WHEREAS, this Agreement imposes certain covenants upon the Property which restrict the use and occupancy of the Caretaker Unit to employees and their families who are employed in Pitkin County and meet the qualification guidelines established and indexed by the Authority on an annual basis or to members of the immediate family of the Owner.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Owner hereby covenants and agrees as follows:

Owner hereby covenants that the Caretaker Unit described above shall not be condominiumized. The Caretaker Unit shall be constructed as a separate dwelling unit so as to be capable of being occupied separately from the principal residence.

The use and occupancy of the Caretaker Unit shall henceforth be limited to occupancy by no more than two (2) adults and related children, who are employed in Pitkin County and who meet the definition of "employee" as that term is defined by the qualification guidelines established and indexed by the Authority on an annual basis, or members of the immediate family of the Owner. "Immediate family" shall mean a person related by blood or marriage that is a first cousin (or closer relative) and his or her children. Owner shall have the right to lease the Caretaker Unit to a "qualified employee" of his own selection. Such individual may be an employee of the Owner, provided such person(s) fulfills the requirements of a qualified employee.

Owner shall not be required to rent the Caretaker Unit, however, when rented, written verification of employment of employee(s) proposed to reside in the Caretaker Unit shall be completed and filed with the Authority by the Owner prior to occupancy thereof, and such verification must be acceptable to the Authority.

Lease agreements executed for occupancy of the Caretaker Unit shall provide for a rental term of not less than six (x) consecutive months. A signed and executed copy of the lease shall be provided to the Authority by the Owner within (x) days of approval of the employee(s) for the Caretaker Unit.

This Agreement may be removed by the Owner with the approval of the Planning Director of Pitkin County, subject to the requirement that the Caretaker Unit is removed or modified. If modified, the remaining improvements must no longer be capable of occupancy as a "Dwelling Unit" as defined in the Pitkin County Land Use Code and must meet otherwise applicable code requirements.

Unless modified as stated above, this Agreement shall constitute covenants running with the Real Property as a burden thereon for the benefit of, and shall be specifically enforceable by, the Authority, the Board of County Commissioners of the County of Pitkin, Colorado, and their respective successors, as applicable, by any appropriate legal action including, but not limited to, injunction, abatement, or eviction of non-qualified tenants.

(To obtain an original copy please contact the housing office)  
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