



**ON-SITE EMPLOYEE UNITS COVENANT**  
**Lodge at Breckenridge**

THIS ON-SITE EMPLOYEE UNITS COVENANT ("Covenant") is made this 12<sup>th</sup> day of October, 2017, between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County" and Guest Services 112 LLC, the address of which is 3055 Prosperity Avenue, Fairfax, VA 22031, hereinafter referred to as the "Owner."

For and in consideration of the County's approval of two (2) employee units on the property described below pursuant to the Lodge at Breckenridge Planned Unit Development ("PUD") designation and Section 3809.04.B.2. 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 the restrictions imposed hereby shall apply to the portion of the improvements outlined on Exhibit A hereto and also identified thereon as EMP. HSG. UNIT 1, EMP. HSG. UNIT 2 and COMMON AREA ("Employee Units") and located on the real property located within the Lodge at Breckenridge PUD in Summit County, Colorado, owned by the Owner and particularly described as:

LOTS 6 & 7, THE OVERLOOK FILING NO. 1 ACCORDING TO THE PLAT THEREOF FILED DECEMBER 21, 1995 AT RECEPTION NO. 505882 ("Property")

2. **Use Restricted:** The Employee Units shall be restricted to use as housing for employees of businesses located on the Property. The Employee Units may be occupied by on-site employees only and may not be rented to any individuals not employed by businesses located on the Property, or on a short term basis under any circumstances. In the event that there is not an employee of a business located on the Property seeking to rent space within one of the Employee Units, the space may be made available to a qualified applicant per Section 3809 et. seq. of the Summit County Land Use and Development Code. Total occupancy of the employee units is not to exceed one person per bedroom, except that two people may occupy a private bedroom so long as the room has a door that can be closed.

3. **List of Tenants Available:** Upon request of the County, the Owner, within ten (10) days of such request, shall provide the County or its designee with a list of the current tenants, their places of employment, and a copy of such lease agreement or occupancy terms in effect for the Employee Units.

4. **Enforcement:** The County shall retain all rights and potential remedies necessary for enforcement of this Covenant, including, without limitation, any remedy at law or in equity available by means of the Summit County Land Use and Development Code, this Covenant, or by law. Should any violation of this Covenant 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 successors, representatives, and assigns.

6. **Recordation:** Owner shall record this Covenant in a timely fashion in the official records of the Summit County, Colorado Clerk and Recorder, and the County may record this Covenant at any time if Owner has not so recorded it.

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 Covenant 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 be proper only 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 either the County or the Owner, or its successors, representatives, or assigns 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 County or the Owner, or its successors, representatives, or assigns.

EXECUTED as of the date first above written.

COUNTY MANAGER  
OF SUMMIT COUNTY, COLORADO

BY: *Scott Vargo*  
Scott Vargo, County Manager

ATTEST:

*Kathleen Neel*  
Kathleen Neel, Clerk and Recorder

GUEST SERVICES 112, LLC

By: *Jeffrey A. Marquis*  
Name: *Jeffrey A. Marquis*  
Title: *10/12/17*

STATE OF *Virginia*  
COUNTY OF *Fairfax*

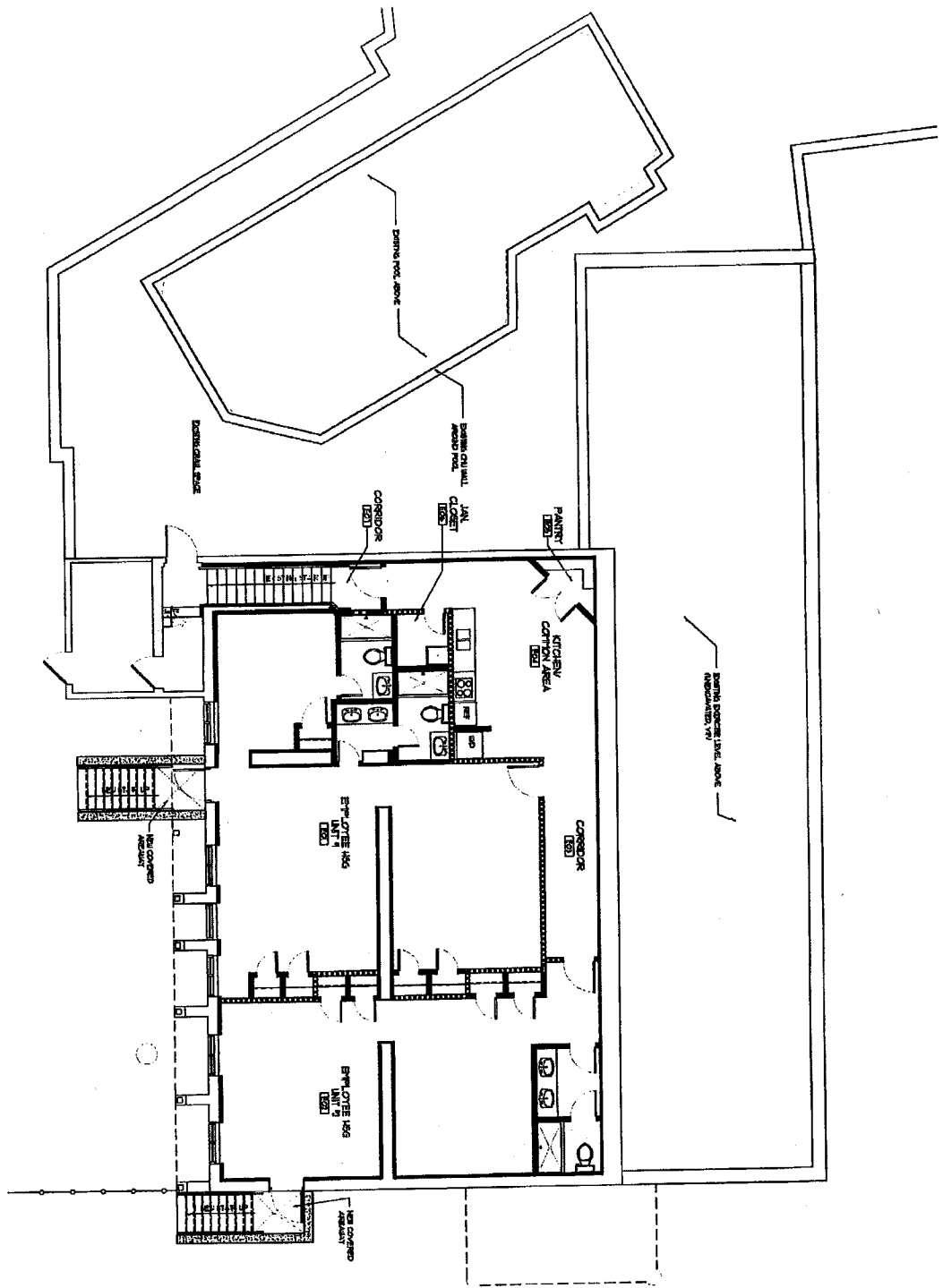
Subscribed and sworn before me this *12* of *October*, 201*7* by *Jeffrey Marquis*  
as *President* of Guest Services 112, LLC.

My commission expires: *June 30, 2020*

Notary Seal:

*Julie Ann Bobowski Beveridge*  
Notary Public

JULIE ANN BOBOWSKI BEVERIDGE  
NOTARY PUBLIC  
REG. #7676770  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JUNE 30, 2020



EMPLOYEE LEVEL RENOVATION PLAN

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">NO.</td> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">BY</td> <td style="font-size: 8px;">REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISION					<p><b>BRECKENRIDGE LODGE + SPA</b>          112 OVERLOOK DRIVE          BRECKENRIDGE, CO 80424</p> <p>EMPLOYEE LEVEL RENO FLR PLAN</p>		<p><b>THOMAS HAMILTON &amp; associates</b>          ARCHITECTS - INTERIOR DESIGNERS -          5925 SCHOOL AVE RICHMOND, VA 23228          804-266-4853 804-266-5203 (F)  <a href="http://www.thomashamiltonassociates.com">www.thomashamiltonassociates.com</a></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">NO.</td> <td style="font-size: 8px;">DATE</td> <td style="font-size: 8px;">BY</td> <td style="font-size: 8px;">REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISION				
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