

SALE RESTRICTION
Timber Ridge Village Phase 2
Vail, Colorado

THIS SALE RESTRICTION is entered into as of _____, 202__, by and between TRIUMPH TIMBER RIDGE, LLC, a Delaware limited liability company, ("Seller"), and _____ ("Purchaser").

RECITALS

A. By a deed dated of even date herewith, Seller has conveyed to Purchaser the following real property: Condominium Unit(s) _____, Timber Ridge Village Condominiums, according to the Condominium Map for Timber Ridge Village recorded at Reception No. _____, and as defined and described in the Condominium Declaration for Timber Ridge Village recorded at Reception No. _____, County of Eagle, State of Colorado (the "Unit(s)").

B. Purchaser acknowledges its agreement to hold title to the Unit(s), and to not transfer ownership of same as provided in this Sale Restriction.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and in consideration of the conveyance of the Unit(s) to Purchaser by Seller, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Purchaser shall not convey title to any of the Unit(s) to any other owner whatsoever without the prior written and recorded consent of Seller, which consent Seller may grant, deny, or condition in Seller's reasonable discretion. Any conveyance of any Unit that is not accompanied by a consent thereto by Seller shall be wholly null and void and of no force or effect, and shall not be deemed to transfer title to the Unit so conveyed.
2. This Sale Restriction shall terminate effective at 11:59 p.m., Mountain time, on June 30, 2027, without the need for any further action by Seller or Purchaser to effect the termination. Thereafter, this Sale Restriction shall be deemed to be released of record and shall no longer encumber any Unit(s) in any way.
3. All notices or deliveries under this Sale Restriction shall be hand-delivered, given by regular mail or overnight courier directed to the address of Purchaser or Seller set forth under their signatures or delivered by email transmittal to the email address for Purchaser or Seller set forth under their signatures below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one business day after timely deposit with the courier service, charges prepaid; if mailed, three days after deposit, first class postage prepaid, with the United States Postal Service; or if delivered by email transmittal, upon delivery with acknowledgement or confirmation of receipt. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section. Seller's agent or attorney may send notices at the direction of and in place of Seller. The email address set forth beneath the signature of Seller or Purchaser, as applicable, below shall be used for email notices.

4. This Sale Restriction will be governed by and construed in accordance with the laws of the State of Colorado, without reference to conflicts of laws.
5. Purchaser hereby agrees that the covenants contained in this Sale Restriction will inure to the benefit of and be enforceable by Seller, and its successors and assigns, and will run with the title to the Units and be a burden upon the Unit(s) for so long as this Sale Restriction is in effect.
6. Seller reserves any and all remedies provided by law for violation of this Sale Restriction or any of its terms.
7. If a Party substantially prevails in any legal action for violation of this Sale Restriction, the non-prevailing Party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the prevailing Party.
8. This Sale Restriction will be recorded in the real property records of the County of Eagle, State of Colorado.
9. This Sale Restriction sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof.
10. No provision of this Sale Restriction may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the party to be bound thereby. This Sale Restriction may be amended only to the extent set forth in a written instrument executed by the party against whom enforcement of such amendment is sought.

The parties hereby EXECUTE this Sale Restriction as of the date first above written.

SELLER:

Triumph Timber Ridge, LLC,
a Delaware limited liability company

By: _____
 Name: _____
 Its: Authorized Person
 Date: _____
 Address: PO Box 2444
 Edwards, CO, 81632
 Email: _____
 Phone: _____

STATE OF COLORADO)
) ss.
 COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ as Authorized Person of Triumph Timber Ridge, LLC, a Delaware limited liability company.

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

Notary Public

PURCHASER:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

Email: _____

Phone: _____

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ as _____ of _____.

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

Notary Public