



**REAL ESTATE TRANSFER TAX EXEMPTION
 PROMISSORY NOTE AND AFFIDAVIT
 FOR PRIMARY RESIDENCE EXEMPTION
 (\$240,000 PRIMARY RESIDENCE EXEMPTION)**

\$ _____ .00 DOLLARS

Date: _____

1. This Promissory Note (“**Note**”) is executed by the undersigned “**Borrower**” (or Borrowers) as a condition of granting a conditional exemption from the Town of Avon Real Estate Transfer Tax as permitted for the acquisition of a residential property for use as a primary residence as set forth in Avon Municipal Code Sections 3.12.060(19), for the property described as:

Complex Name _____ Building/Unit _____

Street Address _____, the “**Property**”.

2. FOR VALUE RECEIVED, the undersigned Borrower promises to pay the Town of Avon, a home rule municipal corporation of the State of Colorado (“**Note Holder**”), the principal sum of _____ DOLLARS (U.S. \$ _____ .00), immediately due in one installment in the event that the Property is not used as the Borrower’s primary residence (i) within thirty (30) days of from the Property acquisition date of _____, or ninety (90) days if granted an extension by the Avon Town Manager or (ii) the Property is not used as the purchaser’s primary residence within three (3) years of the Borrower establishing initial occupancy or sale of the residence, whichever is sooner.

3. AFFIDAVIT: Borrower swears that the Property has been purchased, or will be purchased, for use as a primary residence by Borrower and not for investment or resale. Occupation and use of a residence as a primary residence must occur within thirty (30) days of transfer of the real property, provided that the Town Manager may grant an extension of an additional ninety (90) days if extenuating circumstances are found to exist in the Avon Town Manager’s discretion and provided that such extension request is included with the applicant’s application for exemption.

4. The Town shall terminate, extinguish and release the Borrower from any obligation or liability under this Note no sooner than three years after the date that Borrower acquires the Property if the Borrower provides evidence that the Property was used as a primary residence by Borrower, or if the Borrower sells the Property prior to the expiration of three years. The Town shall take into account the following circumstances for the purpose of determining primary residence: voter registration in Avon, Colorado (or signing an affidavit stating that the applicant is not registered to vote in any other place); stated address on Colorado driver’s license or Colorado identification card; stated address on motor vehicle registration; ownership or use of other residences not situated in Avon, Colorado; stated residence for income and tax purposes; and such other circumstances as well as such processes for verification and investigation deemed appropriate by the Avon Town Manager to determine that the Borrower is continuously occupying and using the residence as a primary residence.

5. The principal amount shall bear interest at the rate of one-half percent (1.5%) per month (eighteen percent (18%) per annum, compounded annually) from the date that Borrower acquired the Property until the date paid. Principal and interest shall be payable at 100 Mikaela Way, P.O. Box 975, Avon, Colorado, 81620, or such other place as Note Holder may designate.

6. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

7. In the case of multiple Borrowers, the term "Borrower" shall include the plural "Borrowers" and Borrowers' liability shall be joint and several under this Note.

8. This Note shall constitute a lien on the Property and shall be subordinate to any first mortgage or deed of trust of record on the Property. Town may collect the amount due under this Note as a delinquent tax in accordance with Colorado Revised Statutes Section 31-20-105 by certifying the amount due to the treasurer of Eagle County.

Borrower's Signature _____ Date _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.
(Print Borrower Name)

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

Notary Public

SECOND BORROWER'S SIGNATURE (Use only if there is more than one Borrower)

Borrower's Signature _____ Date _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.
(Print Borrower Name)

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

Notary Public