

**Regular Board Meeting**  
Jackson/Teton County Housing Authority  
Teton County Old Library  
320 S. King St.  
Jackson, WY

June 5, 2019  
2:00 P.M.



1. Call to Order
2. Pronouncement of Quorum
3. Public Comment
4. Approval of Regular Meeting Minutes for May 9, 2019 and May 14, 2019 Special Meeting
5. Review of April Financials & Staff Update
6. Melody Ranch Townhomes Update
7. 36 Pine Glades Drive – Amendment and Restatement Restriction
8. Housing Department Rules and Regulations Clean-up - Update
9. Matters from Staff
  - a. Restriction Template Update
10. Matters from Board
11. Adjourn

Jackson/Teton County Housing Authority  
Meeting Minutes  
May 9, 2019  
Teton County Old Library

**Item 1: Call to Order**

The regular meeting of the Jackson/Teton County Housing Authority Board was called to Order on May 9, 2019 at 10:00 am in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Matt Faupel, Amy Robinson, Annie Kent Droppert, John Graham, April Norton, Julia Johari, and Stacy Stoker.

**Item 2: Pronouncement of Quorum**

Board Chair, Matt Faupel and Vice Chair, Amy Robinson and Clerk, Annie Kent Droppert were present. Housing Authority Board Chair, Matt Faupel declared a quorum.

**Item 3: Public Comment**

There was one public comment regarding Rules and Regulations. The Board recommended that it be discussed during the Rules and Regulations item on the agenda.

**Item 4: Approval of Regular Meeting Minutes for April 3, 2019 and Special Meeting Minutes for April 23, 2019**

Matt Faupel motioned to approve the Regular Meeting Minutes for April 3, 2019 and Special Meeting Minutes for April 23, 2019. Amy Robinson seconded the motion. The motion was approved unanimously.

**Item 5: Review of March Financials & Staff Update**

Staff asked the Board if there were any questions regarding the March Financials & Staff Update. A brief discussion occurred regarding Spanish language translations. No action was taken.

**Item 6: Melody Ranch Townhomes Update**

Staff let the Board know that this item will not be discussed at the May 6 JIM and that the Town and County are considering holding a workshop to discuss it. At the time of this memo, a workshop has not been scheduled, and there has been no word as to whether the JIM will discuss this item at all. There was a brief discussion. No action was taken.

**Item 7: Housing Department Workplan**

Staff let the Board know that the Housing Department Workplan for FY19/20 has been completed. It will be used to present to the Town Council and Board of County Commissioners along with the Budget to allow them a better understanding of the scope of work the Housing Department does. This is the proposed work plan and could be changed if the Housing Department budget gets changed.

**Item 8: Update to Housing Department Fee Schedule**

The Housing Department fee schedule has not been updated in several years. Staff presented an updated fee schedule to the Board.

**Motion:**

Amy Robinson moved to approve the updated fee schedule as proposed by Housing Department staff. Matt Faupel seconded the motion. The motion was approved unanimously.

**Item 9: 260 W. Broadway Listing**

Staff let the Board know that the 260 W. Broadway counteroffer has not yet been accepted. A brief discussion occurred. No action was taken.

**Item 10: 36 Pine Glades Drive – Potential Buy Back**

Staff let the Board know that this unit is a Workforce housing unit in the Pine Glades subdivision on Snow King. It is 1480 SF with 3 bedrooms and 2 bathrooms with a 2-car garage. It was built in 2014. The maximum selling price for the current owner is \$483,000. This is affordable to a household earning 138% of median family income (MFI) (based on a family of 4).

Staff let the Board know that this home could be purchased back and sold for \$530,000 making it affordable to households earning 150% of MFI (based on a family of 4). After closing costs, approximately \$47,000 would go into the Supply account. Staff reviewed the following key issues:

**Key Issues:**

1. This is a very nice larger sized home with a 2-car garage. Two car garages are unusual in restricted homes. There is a small greenspace in back, but essentially there is no yard. It is only 4 years old.
2. A Workforce unit just went under contract in the Sage Meadows subdivision that is a 19-year-old 1,036 SF with 2 bedrooms and a loft. It has a small one-car garage and a yard. It went under contract for \$500,000.
3. Workforce units are intended to be affordable to households earning >120% of MFI. Initial sales prices will be set by developers. The developers will likely get as much as they can for the units so they will likely be affordable only to households earning between 160% to 200% of MFI. This will make it so those earning 120% - 160% will not be able to afford a home.
4. If the existing Workforce units that are priced lower all get changed to a higher price, the households earning 120% to 160% will be blocked out of our programs.

A discussion occurred between Staff and the Board regarding these issues, specifically that if the Board agrees to reprice this unit that it does not set a precedent for all workforce units.

**Motion**

Amy Robinson moved to purchase the 36 Pine Glades Drive unit back and resell it for \$530,000. Matt Faupel seconded the motion. The motion was approved unanimously.

**Item 11: Housing Department Rules and Regulations Clean-Up**

In June of 2018, the Jackson Town Council and Teton County Board of County Commissioners adopted the Jackson/Teton County Housing Department Rules and Regulations. Now that staff has been working with the rules for almost a year, several necessary and recommended changes have been identified. These include everything from scrivener's errors to policy changes.

Staff has provided a spreadsheet with each of the changes along with staff recommendation.

Staff and the Board walked through Staff's recommended changes to the Rules and Regulations along with the five policy questions and to then provide as recommendations to the JIM. Changes were made to the spreadsheet, accordingly.

**Motion**

Amy Robinson moved to continue the Rules and Regulations Clean-Up at a Special Board meeting scheduled for Tuesday, May 14 from 1:30 – 4:00pm. Matt Faupel seconded the motion. The motion was approved unanimously.

**Item 12: Staff Update**

Staff updated the Board regarding the new Town Attorney. A short discussion occurred regarding deed restrictions for larger scale rental projects that are over 20 units. No action was taken.

**Item 13: Board Update**

No matters from the Board.

**Item 14: Adjourn**

Matt Faupel moved to adjourn the meeting at 12:08pm. Amy Robison seconded. The motion passed unanimously.

Respectfully Submitted:

Annie Kent Droppert, Clerk

\_\_\_\_\_

Approved by the Board of Housing Authority Commissioners as evidenced by their signatures below:

Matt Faupel                      Date\_\_\_\_\_                      \_\_\_\_\_  
Chair

Amy Robinson                      Date\_\_\_\_\_                      \_\_\_\_\_  
Vice Chair

Annie Kent Droppert                      Date\_\_\_\_\_                      \_\_\_\_\_  
Clerk





MEMO

**TO:** Jackson/Teton County Housing Authority Board  
**FROM:** Housing Department Staff  
**DATE:** June 5, 2019  
**SUBJECT:** Monthly Staff Update

**Database** – The Housing Department’s database continues to be updated. Several revisions are being done to help staff with tracking data, running reports, etc. It is being linked to our Online Intake Form so that data is easier to track.

**Sales and Rentals** – Year-to-Date Stats, January 1 to May 29, 2019:

- 6 homes sold/closed to date
- 1 household under contract
- 2 homes currently under weighted drawing
- 1 home for sale in the buyback program
- 1 home for sale as a Business Option
- 1 rental unit applicant selected in qualification process

The chart below shows the stats requested by the Board for weighted drawings.

Unit	Bedrooms	Total Applicants	Average Points	Selected Household Points	Status
Unit 46 Millward	3	9 (No Dogs)	10	10 entries Picked on 1	Closed
Unit 19 Melody Ranch	2	8	6	10 entries Picked on 1	Closed
Unit 205 199 East Pearl	1	37	2	10 entries Picked on 3	Closed
Unit 14 Sage Meadows	2 + loft	HA purchased	NA	NA	Closed
Unit 202 Grove rentals	2	5	10	5 entries Picked on 1	moved in
Unit 307 Grove rentals	1	5	6	6 entries Picked on 1	moved in

Unit 35 810 West	2	26	6	10 entries picked on 1	Closed
Unit 14 Sage Meadows	2	3	6	7 entries picked on 1	Closed
Unit 210 Grove Rentals	2	9	4	4 entries picked on 3	Qualification pending

Listed below are the families who have been chosen in drawings this year and have either closed or are in the process of purchasing their new home.

- Sonia Susano Hernandez and Arraon Rameriz + 2 children
  - Sonia works at Children’s Learning Center. Aaron works at Mountain Top Tile and Tasker Care.
  - 3-bedroom, 2-bathroom unit.
  - Closed
- KC and Mary Bess + 2 Children
  - KC works at Mad River and Mary works at JH Wildlife Safaris
  - 2-bedroom, 2-bathroom unit
  - Closed
- Nate Siegler
  - Nate is a caretaker for Brittenham Lodge
  - 1-bedroom unit
  - Closed
- Blake & Bailey Morley + 1 child
  - Blake works as General Manager at Blue Spruce and Bailey is a Villa Rental Coordinator at Clear Creek Group
  - 2-bedroom unit
  - Closed
- Wesley & Stefanie Womack + 2 children
  - Wes & Stefanie are Engineers at Epsilon Tech
  - 2-bedroom + loft unit
  - Closed

Listed below are the families who have been chosen in drawings for rental units this year and have moved into The Grove:

- Janet Romero and David Morillon Torija + one child
  - Janet works at Saint John’s Medical Center and David works at Lucky’s Market
  - 2-bedroom plus unit
  - Moved in
- Cataline Garcia Hernandez + one child
  - Cateline works at Stitch Upholstery as a seamstress
  - 1-bedroom unit
  - Moved in
- Joseph & Sarah Peterson + 2 children
  - Joseph works for GH2O and Sarah works at St. Johns as a Dietician Nutritionist
  - 2-bedroom unit

- Pending qualification and move out of existing tenant (mid-August)

**Town and County Employee Housing Programs:** Teton County currently owns 15 housing units that they use for housing their employees. The Housing Department has worked with the County on their employee rental units since the program's inception in 2008. The Housing Department began working with the Town of Jackson's soon to be 50 housing units (when the Parks and Rec building is completed) in May of 2019. This work includes collecting initial rent and security deposits, tracking rents, inspecting units upon move-out to ensure they are clean and ready for a new tenant, signing leases, and showing units to potential tenants.

**Town of Jackson Employee Rentals 5/1/19 to present** – 11 units have been rented to Town employees since May 1st

**Teton County Employee Rentals 1/1/19 to present** – 7 units have been rented to County employees since January 1st

**Grove Phase 2 Warrantees** – This involves installing thresholds on the ground floor back doors to stop water from entering. GE Johnson has been working with the architect to design a threshold that will stop water from coming in the edges. The Housing Department has been working with GE Johnson and the homeowners to schedule the repairs. There are currently five (5) units that still have leaks.

**Grove Phase 1 Lease Renewals** – Requalification of tenants at The Grove will begin in May with lease renewals taking place September 1. This involves collecting employment and income verification from all 20 tenants at The Grove. Five tenants are currently qualified. Tenants have until June 3 to submit their verification documents.

**Employee/Affordable Rental Housing Verification** – The owners of these units are required to annually verify the units are being rented to employees working in Teton County. Recently approved standardized restriction templates are now in use for new units. There are currently 419 total Employee/Affordable Rental units.

- 217 existing units have been contacted for the 2018-2019 annual verification for a total of 413 individual qualified employee verifications. 139 qualified employee verifications have been received, some include both summer and winter employee verifications.
- Old West Cabins – Waiting on 1 affidavit of employment and 1 verification of income.
- Hillside Business Phase 2, Unit 607. Provided the owner with the verification documents. The County Attorney indicates the owners are working on providing the information requested.

**Sunset Clause Releases** – There were a total of 99 units that have a sunset clause restriction in Housing Department inventory. Since 2017, 20 have expired. 19 more are set to expire starting in July 2019, 10 are due to expire in 2020, and two in 2021. No new requests have been received requesting a certificate of release

**Request to Rent/Leave of Absence** - Homeowners will be returning prior to 6/1/19 for two rental requests previously approved.

**Request for Exception** – No new Request for Exceptions have been received since the last HAB meeting.



Qualified Mortgage Request – Six qualified mortgage requests have been received and approved to date in 2019. One new request is pending receipt of title work and an appraisal.

**Employment-Based/Workforce Ownership Requalification's** – All units have been requalified for 2018.

Proof of Insurance – All affordable homes are being asked to provide proof of insurance on their homes. Fifteen (15) of 33 developments have been sent requests. Homeowners are beginning to send in the declaration pages.

**Violations** – The Housing Department received an online notice of violation, but it turned out to be for a market home. No new violations have been received since the last HAB meeting.

**Online Weighted Drawing Form** – The next step in our online services is the online weighted drawing form. The goal of this is to run all of our weighted drawings through an online process. Households will be able to choose to enter a weighted drawing using the information from their Intake Form. They will also have the ability to upload required documents online. This will streamline the process for both customers and staff. The Online Weighted Drawing Form test version was released on February 17. It is currently active and available for applicants to use. However, it has not been formally rolled out to the public as we are still working through finalizing the system. We now have a computer in our office for applicants to use in case they need assistance and/or don't have access to a computer and/or scanner. We also have our application documents available in Spanish.

**Spanish-Language Outreach** – The majority of Housing Department documents have been translated into Spanish. There is a person working for the Town of Jackson who has generously been helping us with this project. However, we may need to outsource some of this work. We are also working on translating the How to Sell and How to Buy booklets.

JACKSON/TETON COUNTY HOUSING AUTHORITY

Balance Sheet

As of April 30, 2019

	Apr 30, 19	Mar 31, 19	\$ Change
<b>ASSETS</b>			
Current Assets			
Checking/Savings			
FIB - Administration	153,403.01	183,299.35	(29,896.34)
FIB - Millward Ground Lease	132,409.90	132,108.34	301.56
Total Checking/Savings	285,812.91	315,407.69	(29,594.78)
Accounts Receivable			
Ground Lease Receivables	25,444.15	6,222.03	19,222.12
Total Accounts Receivable	25,444.15	6,222.03	19,222.12
Other Current Assets			
Inventory	575,817.00	575,267.00	550.00
Total Other Current Assets	575,817.00	575,267.00	550.00
Total Current Assets	887,074.06	896,896.72	(9,822.66)
Fixed Assets			
Buildings & Improvements			
260 West Broadway	1,391,040.08	1,391,040.08	0.00
Accumulated Depreciation	(621,234.82)	(621,234.82)	0.00
The Grove Phase I	6,776,024.29	6,776,024.29	0.00
Total Buildings & Improvements	7,545,829.55	7,545,829.55	0.00
Furniture, Fixtures & Equipment	22,024.69	22,024.69	0.00
Land & Projects			
440 West Kelly Avenue	1,703,568.00	1,703,568.00	0.00
575 East Hall Avenue	1,159,017.60	1,159,017.60	0.00
Hall Street	2,565,214.22	2,565,214.22	0.00
Millward Neighborhood	1,412,795.50	1,412,795.50	0.00
Mountain View Meadows	450,000.00	450,000.00	0.00
Rains Property	2,002,815.01	2,002,815.01	0.00
The Grove	3,385,000.00	3,385,000.00	0.00
Wilson Meadows	353,080.00	353,080.00	0.00
Total Land & Projects	13,031,490.33	13,031,490.33	0.00
Total Fixed Assets	20,599,344.57	20,599,344.57	0.00
Other Assets			
Allowance for Doubtful Accou...	(273,481.00)	(273,481.00)	0.00
Snow King Apts. Int. Receivable	3,481.00	3,481.00	0.00
Snow King Apts. Note Receiv...	270,000.00	270,000.00	0.00
Total Other Assets	0.00	0.00	0.00
<b>TOTAL ASSETS</b>	<b>21,486,418.63</b>	<b>21,496,241.29</b>	<b>(9,822.66)</b>
<b>LIABILITIES &amp; EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	3,976.61	4,511.02	(534.41)
Total Accounts Payable	3,976.61	4,511.02	(534.41)
Other Current Liabilities			
Current Portion of LTD	112,000.00	112,000.00	0.00
Escrow Payable	10,176.68	3,626.68	6,550.00
Security Deposits	53,754.58	55,454.58	(1,700.00)
Total Other Current Liabilities	175,931.26	171,081.26	4,850.00
Total Current Liabilities	179,907.87	175,592.28	4,315.59

## JACKSON/TETON COUNTY HOUSING AUTHORITY

**Balance Sheet**

As of April 30, 2019

	Apr 30, 19	Mar 31, 19	\$ Change
Long Term Liabilities			
Current Portion of LT Debt	(112,000.00)	(112,000.00)	0.00
Note Payable - FIB(6348)	2,635,661.07	2,655,241.00	(19,579.93)
Total Long Term Liabilities	2,523,661.07	2,543,241.00	(19,579.93)
Total Liabilities	2,703,568.94	2,718,833.28	(15,264.34)
Equity			
Retained Earnings	16,367,274.23	16,367,274.23	0.00
Net Income	2,415,575.46	2,410,133.78	5,441.68
Total Equity	18,782,849.69	18,777,408.01	5,441.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>21,486,418.63</b>	<b>21,496,241.29</b>	<b>(9,822.66)</b>

JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

April 2019

	Administration	Broadway	Hall	Housing Supply	Millward	The Grove	Wilson Meadows	Wilson Park	TOTAL
Ordinary Income/Expense									
Income									
Rent Income	0.00	19,423.20	400.00	2,701.00	1,515.00	31,458.58	530.00	375.00	56,402.78
Total Income	0.00	19,423.20	400.00	2,701.00	1,515.00	31,458.58	530.00	375.00	56,402.78
Gross Profit	0.00	19,423.20	400.00	2,701.00	1,515.00	31,458.58	530.00	375.00	56,402.78
Expense									
Dues & Subscriptions	0.00	0.00	0.00	65.00	0.00	0.00	0.00	0.00	65.00
Insurance	0.00	(108.23)	0.00	0.00	0.00	0.00	0.00	0.00	(108.23)
Management Fees	0.00	0.00	0.00	0.00	0.00	2,621.75	0.00	0.00	2,621.75
Professional Fees	3,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,420.00
Rent(Ground Lease Fee)	0.00	12,746.90	0.00	0.00	0.00	0.00	0.00	0.00	12,746.90
Repairs & Maintenance	0.00	709.91	0.00	0.00	0.00	7,972.84	0.00	0.00	8,682.75
Taxes & Licenses	0.00	(155.86)	0.00	0.00	0.00	0.00	0.00	0.00	(155.86)
Telephone	0.00	0.00	0.00	0.00	0.00	134.36	0.00	0.00	134.36
Utilities	0.00	383.67	0.00	79.06	0.00	1,984.69	0.00	0.00	2,447.42
Total Expense	3,420.00	13,576.39	0.00	144.06	0.00	12,713.64	0.00	0.00	29,854.09
Net Ordinary Income	(3,420.00)	5,846.81	400.00	2,556.94	1,515.00	18,744.94	530.00	375.00	26,548.69
Other Income/Expense									
Other Income									
Interest Income	0.00	22.53	0.00	0.00	16.23	0.00	0.00	0.00	38.76
Other Income	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	100.00
Total Other Income	0.00	22.53	0.00	0.00	16.23	100.00	0.00	0.00	138.76
Other Expense									
Interest Expense	0.00	0.00	0.00	0.00	0.00	21,245.77	0.00	0.00	21,245.77
Total Other Expense	0.00	0.00	0.00	0.00	0.00	21,245.77	0.00	0.00	21,245.77
Net Other Income	0.00	22.53	0.00	0.00	16.23	(21,145.77)	0.00	0.00	(21,107.01)
Net Income	(3,420.00)	5,869.34	400.00	2,556.94	1,531.23	(2,400.83)	530.00	375.00	5,441.68

JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

July 2018 through April 2019

	Administration	Broadway	Hall	Housing Supply	Millward	The Grove	Wilson Meadows	Wilson Park	TOTAL
Ordinary Income/Expense									
Income									
Facilitation Fee	3,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,450.00
Rent Income	0.00	191,874.45	1,550.00	11,751.03	15,120.00	311,217.00	2,070.00	1,600.00	535,182.48
Total Income	3,450.00	191,874.45	1,550.00	11,751.03	15,120.00	311,217.00	2,070.00	1,600.00	538,632.48
Gross Profit	3,450.00	191,874.45	1,550.00	11,751.03	15,120.00	311,217.00	2,070.00	1,600.00	538,632.48
Expense									
Dues & Subscriptions	0.00	371.25	0.00	138.02	0.00	0.00	0.00	0.00	509.27
Insurance	500.00	3,322.94	0.00	798.57	0.00	7,981.00	0.00	0.00	12,602.51
Management Fees	0.00	0.00	0.00	0.00	0.00	25,567.25	0.00	0.00	25,567.25
Professional Fees	34,490.00	2,400.00	0.00	0.00	0.00	5,111.25	0.00	0.00	42,001.25
Rent(Ground Lease Fee)	0.00	127,469.00	0.00	0.00	0.00	0.00	0.00	0.00	127,469.00
Repairs & Maintenance	0.00	9,295.71	0.00	0.00	4,560.00	28,631.95	0.00	0.00	42,487.66
Taxes & Licenses	15.00	5,951.56	0.00	(328.65)	0.00	13,561.60	0.00	0.00	19,199.51
Telephone	0.00	0.00	0.00	0.00	0.00	1,358.65	0.00	0.00	1,358.65
Utilities	0.00	3,860.66	0.00	97.65	0.00	22,327.50	0.00	0.00	26,285.81
Total Expense	35,005.00	152,671.12	0.00	705.59	4,560.00	104,539.20	0.00	0.00	297,480.91
Net Ordinary Income	(31,555.00)	39,203.33	1,550.00	11,045.44	10,560.00	206,677.80	2,070.00	1,600.00	241,151.57
Other Income/Expense									
Other Income									
Contribs. from Other Entities	0.00	0.00	0.00	2,278,579.37	0.00	0.00	0.00	0.00	2,278,579.37
Interest Income	0.00	193.49	0.00	0.00	149.49	0.00	0.00	0.00	342.98
Other Income	965.67	0.00	0.00	0.00	0.00	1,250.00	0.00	0.00	2,215.67
Total Other Income	965.67	193.49	0.00	2,278,579.37	149.49	1,250.00	0.00	0.00	2,281,138.02
Other Expense									
Interest Expense	0.00	0.00	0.00	0.00	0.00	106,714.13	0.00	0.00	106,714.13
Total Other Expense	0.00	0.00	0.00	0.00	0.00	106,714.13	0.00	0.00	106,714.13
Net Other Income	965.67	193.49	0.00	2,278,579.37	149.49	(105,464.13)	0.00	0.00	2,174,423.89
Net Income	(30,589.33)	39,396.82	1,550.00	2,289,624.81	10,709.49	101,213.67	2,070.00	1,600.00	2,415,575.46



MEMO

**TO:** Jackson/Teton County Housing Authority Board  
**FROM:** Stacy Stoker, Housing Manager  
**DATE:** May 30, 2019  
**SUBJECT:** June 5, 2019 Housing Authority Board Agenda

**Item 6. Melody Ranch Townhomes**

At the time of writing this memo, the Melody Ranch Townhomes issue is scheduled to be discussed at the June 3, 2019 JIM.

**Item 7. 36 Pine Glades Drive – Amendment and Restatement Restriction**

At the May 1, 2019 Housing Authority Board meeting, the Board voted to buy this unit and resell it at a higher price. This item is the new Workforce Ownership Housing Restriction that will be recorded on the unit to bring it in line with the standard restriction templates.

**Item 8. Housing Department Rules and Regulations Clean-up - Update**

The Housing Department Rules and Regulations Clean-up is currently scheduled for the July 1 JIM. Staff has requested a Special Meeting for this item as it will need more than one hour for the elected officials to discuss.

**Item 9. Matters from Staff:**

- Restriction Template Update  
Westview Townhomes has requested some changes to the restriction templates. The changes would allow the developer to own the units until they are sold. The changes would also allow a construction loan to be a “Qualified Mortgage”. Staff sees most of these changes as reasonable changes to the templates as a whole. The Westview request will go before the Town Council on June 17. Staff plans on bringing the template changes to the JIM along with

**COMPLETE AMENDMENT AND RESTATEMENT**  
**Special Restrictions**  
**For Workforce Ownership Housing**  
**Located at**  
**Spruce Townhome Addition, Lot 4, Town of Jackson Wyoming**

This Complete Amendment and Restatement of the Special Restrictions for Employment-Based Housing Located at Spruce Townhome Addition, Lot 4 Employment-Based recorded in the Office of the Teton County Clerk as document number 0868655 book of photo 878 pages 1041 - 1056 for 36 Pine Glades Drive is made this \_\_\_\_\_ Day of \_\_\_\_\_, 2019 (the "Effective Date"), by Teton County Housing Authority ("TCHA"), the undersigned owner ("Owner") ("Special Restrictions").

**RECITALS:**

**WHEREAS**, the undersigned Owner holds fee ownership interest in that certain real property known as 36 Pine Glades Drive located in Teton County, Wyoming, and more specifically described as follows:

Lot 4 of the Spruce townhomes Addition to the town of Jackson, according to that plat recorded in the Office of the Teton county Clerk on October 8, 2014 as Plat No. 1343

PIDN: 22-41-16-33-4-43-004 (the "Land");

**WHEREAS**, as a condition of its FDP approval (P07-126 & 127 and later amendment to application), dated January 22, 2008, for the property commonly known as the Pine Glades Phase One Addition to the Town of Jackson (the "FDP Approval"), Owner was required to dedicate certain 3-bedroom townhomes that were categorizes as follows: one – Affordable Category 1 unit; one – Affordable Category 2 unit, one-Affordable Category 3 unit, and four – Employment-Based Category 5 units to be owned by households who work in Teton County and will occupy the units as their sole primary residences (the "Residential Units");

Lot 4 is a 3-bedroom 2 bath 1480 square foot with 2-car attached garage, Employment-Based unit and is being re-classified as a Workforce Ownership unit.

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Owner was required to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined above, to a "Qualified Household,";

**WHEREAS**, consistent with the foregoing, the Land is subject to those certain Special Restrictions for Employment-Based Housing Located at Spruce Townhome Addition, Lot 4 Employment-Based recorded October 8, 2014 as Document number 0868655 in book of photo 878 pages 1041 - 1056 (the "2014 Special Restrictions");

**WHEREAS**, in accordance with Section 9.B.1 of the 2014 Special Restrictions, the Special Restrictions may be modified with the written consent of Owner and TCHA ;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners voted to amend their 1990 Resolution creating the Teton County Housing Authority (“TCHA”) and further amend the 1999 Resolution, to form a regional Housing Authority pursuant to Wyoming Statute §15-10-116(b) with the County of Teton and the Town of Jackson forming the regional housing authority known as the Jackson/Teton County Housing Authority (“JTCHA”), making the JTCHA the successor in interest to all deeds, documents, leases, and contracts of TCHA;

**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department (“Housing Department”) who will be employees of Teton County and agents acting on behalf of the JTCHA;

**WHEREAS**, in accordance with such Section 9.B.1 of the 2014 Special Restrictions, and consistent with the foregoing Recitals, JTCHA, the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2014 Special Restrictions by adopting these Complete Amended and Restatement Special Restrictions For Workforce Ownership Housing Located at Spruce Townhome Addition, Lot 4, town of Jackson Wyoming (“Special Restrictions”);

**WHEREAS**, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, the Jackson/Teton County Affordable Housing Department (collectively “Housing Department”) and the Town of Jackson, Wyoming.;

#### **RESTRICTIONS:**

**NOW THEREFORE**, in satisfaction of the conditions in the FDP Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

#### **SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.**

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.



## SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

- A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
  2. Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
  3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
  4. Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
  5. Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.
- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

**SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.** In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
  - a. Occupancy by Owner. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.
  - b. Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.
- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.
- D. Renting. Owners may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.
- F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- G. Maintenance. The owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

- H. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
- I. Insurance. The owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowner’s association insurance), for the full replacement value of the Residential Unit.
- J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner’s association, as the same may be adopted from time to time.
- K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

**SECTION 4. TRANSFER LIMITATIONS.** Each Residential Unit may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

- A. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- B. Death. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
3. A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

**SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT.** At initial sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

**SECTION 6. RESALE OF RESIDENTIAL UNIT.** An Owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

**SECTION 7. MAXIMUM RESALE PRICE.** To further the town of Jackson’s goal of providing affordable housing, after the initial sale, a Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the current owner’s purchase price plus an increase in price of the Denver-Aurora-Lakewood CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department’s sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

**SECTION 8. DEFAULT.** Each of the following shall be considered a default (“Default”):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. Owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of Owner’s notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or Owner’s property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

**SECTION 9. DEFAULT REMEDIES.** In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1. The Housing Department shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.
2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require Owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made Owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner.

If there are insufficient proceeds to satisfy the foregoing, Owner shall remain personally liable for such deficiency.

- D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Sale, Owner hereby irrevocably appoints the then-serving Housing Manager as such Owner's attorney-in-fact to effect any such purchase or sale on Owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.
- F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.
- G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement or as amended.

#### **SECTION 10. QUALIFIED MORTGAGE.**

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:
  - 1. the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages

combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

2. runs in favor of a "Qualified Mortgagee," defined as:
  - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
  - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
  - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with Owner or any family member of Owner; or
  - iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1. The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
2. The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or any member of the Qualified Household, or (iv) the Housing Department.
4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner of the foreclosed Residential Unit.



5. Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

- C. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:
  1. be deemed unsecured; and
  2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

- D. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:
  1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, Owner shall also be liable to the Housing Department for any amounts advanced.

2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

**SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.**

- C. Termination by the Town of Jackson Wyoming. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and the Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors

**SECTION 12. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

**SECTION 13. NOTICES.** All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

**To Housing Department**

Jackson/Teton County Affordable Housing Department  
P.O. Box 714  
Jackson, WY 83001

**With a Copy to:**

Town of Jackson  
P.O. Box 1687  
Jackson, WY 83001

**To Owner**

JTCHA  
P.O. Box 714  
Jackson, WY 83001

**SECTION 14. ATTORNEY’S FEES.** In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney’s fees and costs of litigation.

**SECTION 15. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

**SECTION 16. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

**SECTION 17. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

**SECTION 18. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.



**ATTEST**

\_\_\_\_\_  
Annie Kent Droppert, Board Clerk

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the foregoing instrument was acknowledged before me by Annie Kent Droppert, as Board Clerk, of Jackson/Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires:

Approved as to form:

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:**

\_\_\_\_\_  
Stacy A. Stoker, Housing Manager

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF TETON            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy A. Stoker as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public

**AFFIRMED**

**TOWN OF JACKSON**

\_\_\_\_\_  
Pete Muldoon, Mayor

**ATTEST**

\_\_\_\_\_  
Sandy Birdyshaw, Town Clerk