

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

December 4, 2019
2:00 P.M.



1. Call to Order
2. Pronouncement of Quorum
3. Public Comment
4. Approval of Regular Meeting Minutes for November 6, 2019 and Special Meeting Minutes for November 21, 2019.
5. Review of October Financials, & Staff Update
6. Amended and Restated Restrictions for 1506 B Hayden Drive, 836 W. Snow King Ave, 791 Wind River Ln, and 763 Wind River Ln.
7. Matters from Staff
8. Matters from Board
9. Adjourn

Jackson/Teton County Housing Authority
Meeting Minutes
November 6, 2019
Teton County Old Library

1. Call to Order

The regular meeting of the Jackson/Teton County Housing Authority Board was called to Order on November 6, 2019 at 2:03pm in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Amy Robinson, Matt Faupel, Annie Droppert Kent, accountant Stewart Johnson, attorney John Graham, staff Stacy Stoker, Julia Johari, April Norton, and five members of the public.

2. Pronouncement of Quorum

Board Vice-Chair, Amy Robinson and Chair, Matt Faupel were present. Matt Faupel declared a quorum.

3. Public Comment

Public Comment: Barbara Haugh made public comment concerning the Melody Ranch Townhome roof issue.

4. Approval of Regular Meeting Minutes for October 2, 2019

Amy Robinson motioned to approve the Regular Meeting minutes for October 2nd, 2019. Matt Faupel seconded the motion. The motion was approved unanimously.

5. Review of August Financials & Staff Update

Staff introduced accountant Stewart Johnson, who prepares the monthly and YTD financials. No discussion occurred and no action was taken.

6. End of FY 18/19 Budget Review

Staff reviewed unexpected costs. These included a tax increase, (drain), and appliances (specifically washers and dryers). A short Q&A occurred regarding the reconciled FY19 budget and projected FY20 budget. No action was taken.

7. Melody Ranch Townhomes Roof Repair Financing and Purchase of Restrictions

Staff updated the Board regarding the following:

On October 24, 2019 the JIM directed the Housing Authority to provide financing to the eight permanently restricted unit owners in the amount of \$160,000 per unit at no interest for three years. After three years, the money must be repaid. This can be done by selling the home with an increased value making the home a Workforce unit instead of an Affordable unit, or the owners can refinance with a lending institution with the increased value allowing for equity.

If an owner can demonstrate that they do not have the ability to repay the loan, they will be allowed to keep the loan with 3% compounded interest for an additional seven years at which time the loan must be repaid and the restriction on the home will remain an Affordable restriction.

The JIM also directed the Housing Authority to purchase deed restrictions on Market and Sunset units. An Affordable restriction will be purchased for \$160,000 and a Workforce restriction will be purchased for \$100,000. The funds are limited to \$1,043,260. Affordable restrictions will be given priority and the funds will be used first come first served.

The Town will be providing 45% of the funding and the County will provide 55%.

The Melody Ranch Townhomes HOA voted unanimously on October 28, 2019 to assess each owner \$160,000 for the roof repair and relocation. The Housing Department is currently waiting for a copy of the minutes for that meeting.

The Housing Department will send a letter to the homeowners explaining the financing, restriction purchase and the process for applying once receiving minutes from the meeting.

A short discussion occurred.

Motion:

Amy Robinson moved to approve financing in the amount of \$160,000 for each permanently restricted unit and the purchase of Workforce or Affordable restrictions as directed by the Jackson Town Council and Teton County Board of Commissioners at their October 24 Special JIM meeting. Annie Droppert Kent seconded the motion. The motion was passed unanimously.

8. 440 W. Kelly Ave. Update

Staff indicated that the Board of County Commissioners and Town Council will consider this item at the December 2nd JIM. No action was taken.

9. 105 Mercill Ave. Update

Staff is working with Mercill Partners to finalize a Development Agreement and Ground Lease. These documents will be provided to the Board of County Commissioners at their December 3, 2019 meeting if not sooner. No action was taken.

10. 174 N. King St. Update

Staff indicated that the Town Council is considered the Development Agreement for this item at the November 4, 2019 Meeting. Negotiations are still taking place for the Housing Trust to build deed restricted units. A discussion occurred. No action was taken.

11. Aspen – Pines Water & Sewer District CSP application

The Board reviewed the Aspen – Pines Water & Sewer District CSP application. Staff recommended approval.

Motion:

Amy Robinson moved to approve the Aspen Pines Water and Sewer District as a CSP Organization and their request to add the position of Water and Wastewater Operators as approved Critical Services Provider positions. Annie Droppert Kent seconded the motion. The motion was approved unanimously.

12. Amended and Restated Restrictions for 1510 Sublette Drive, 30 Pine Glades Drive, and 36 Pine Glades Drive.

Staff updated the Board to let them know that the Town Council and Board of County Commissioners have directed the Housing Department to replace restrictions with the newly approved restriction templates as units are sold. These units are all under contract and will be closing within the next month. The prior restrictions require the Housing Authority along with the owner to make any modifications.

A discussion occurred.

Motion:

Amy Robinson moved to approve the amended and restated restrictions for 1510 Sublette Drive, 30 Pine Glades Drive, and 36 Pine Glades Drive. Annie Droppert Kent seconded the motion. The motion was approved unanimously.

13. Millward Ground Lease Compliance – Exterior Structures.

Staff let the Board know that there are currently two versions of ground leases at Millward. Some units have the original ground lease and some have the new version that was modified in 2013. Both are attached along with the Millward Rules and Regulations. It has come to the attention of the Housing Department that structures such as green houses, raised gardens, fences and playhouses are beginning to pop up at Millward. The addendum “Restrictions” Sections C.1 and C.3 and of the original ground lease does not allow additional structures or fences. Section 6 and 9 of the Millward Rules and Regulations do not allow additional structures or fences. In the past, the owners were required to get approval from the HOA and the Housing Department. Approval has only been given for decks.

Staff requested the Housing Authority’s guidance about whether the Housing Department should be involved in enforcement of ground lease rules regarding external structures, or whether this should be at the discretion of the Millward HOA. Staff has also requested guidance for this to inform general policy for other developments. A discussion occurred. Housing Director April Norton directed staff to call the HOA Board for feedback to report back to the Board. No action was taken.

14. Matters from the Staff

Grove Phase 1 Purchase Offer

Staff let the Board know that the Housing Authority has received a Grove Phase 1 Purchase Offer, attached to the Board Packet. Staff requested direction from the Board regarding a long term plan for the mixed use (commercial & residential) Grove Phase 1 property, located at 250 Scott Lane. A discussion occurred regarding maintaining affordability long term and balancing that with costs such as property maintenance and time spent by Staff facilitating both commercial and residential rental occupancies. Staff also requested direction from the Board regarding a general policy recommendation to own the ground lease for rental properties, but sell the improvements. A discussion occurred regarding the general pros and cons of the Housing Authority owning properties that are occupied by commercial tenants. The Housing Board did not come to a unanimous recommendation. No action was taken. The Board requested a Staff Report to help structure a better informed discussion at a special meeting to be scheduled on Thursday, November 21st.

Raines Property Negotiations

The Raines property is a 5-acre property that is currently zoned for a single-family home. The Housing Authority purchased the property in 2006 for \$1.2M. The property has been listed for \$2.2M. There has been one buyer who has offered \$1.4M. Staff asked for direction from the Staff for recommendations to the elected officials regarding selling or rezoning. A discussion occurred. The Board strongly recommended a rezone of the property first, and to consider the buyer’s offer only if rezoning is not possible. No action was taken.

15. Matters from the Board

No matters from the Board.

16. Executive Session

No executive session was held.

17. Adjourn

Matt Faupel motioned to adjourn at 3:16pm. Amy Robinson 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 Droppert Kent

Date_____

Clerk

Jackson/Teton County Housing Authority
Meeting Minutes
November 21, 2019
Teton County Old Library

1. Call to Order

The special meeting of the Jackson/Teton County Housing Authority Board was called to Order on November 21, 2019 at 10:05am in the Conference Room of the Teton County Old Library building at 320 S. King Street, Jackson, Wyoming. Attendees were Matt Faupel, Annie Droppert Kent, attorney John Graham, staff Stacy Stoker, Julia Johari, April Norton, commissioner Mark Newcomb and nine members of the public, and reporter Cody Cottier from the Jackson Hole News & Guide. Amy Robinson dialed into the meeting by phone.

2. Pronouncement of Quorum

Board Vice-Chair, Amy Robinson dialed in by phone and Chair, Matt Faupel was present. Matt Faupel declared a quorum.

3. Public Comment 3253

“My name is Paul Beaupre, I’m the CEO of St John’s, and I would like to thank the Housing Authority for giving me the opportunity to express our concerns. We are very concerned about the potential buyer in this transaction right now. This investment group has already demonstrated a propensity for putting up medical entities in the community that erode the margins at St. John’s. St John’s is your community hospital. We accept no money from this, and every dime of the no money, which is about \$4 million dollars a year, that we receive goes back to the care of charity in this community for people who can’t afford to pay. We just finished a branding campaign at the hospital and we got a large cross section of opinion of people within the community about what St. John’s should be to this community and it’s very clear that this community believes that healthcare is a basic human right, and everybody should have access to healthcare regardless of their ability to pay. And the only way the St. John’s can continue to provide that compact with this community is to be able to protect the margins that it has. Every dollar that St. John’s makes we ultimately turn back into the community for healthcare in this community. Our mental health services, our wellness programs – all those programs that are vital to health of this community. We do because we ultimately are fortunate enough to make a profit. In other communities in Wyoming where private entrepreneurial money has come into the healthcare space, the community hospitals have gone down one of two paths. They have either curtailed services, or they ultimately have been sold to a for profit or not for profit big healthcare entity not located within the community that they exist. And what happens in the scenario is that you lose control over your ability to respond to community needs. You lose that ability to be able to listen to the community and hear the community would like to see us invest more dollar in programs within the school, or invest more dollar in the mental health space and we’re very concerned that by allowing this entity to get their hands on more commercial space that they could be convert into entities that could erode the margins at St. John’s. We’re ultimately walking down that path. I just want you to consider that when you go through your thought process. Thank you very much.”

“Good morning, I’m Ed Leibzeit, a town resident, and when I heard about this, I was actually shocked. And the reason being, because I’m not sure what the purpose of the buyer would be, but if it any way impacts the housing that’s being provided in these 20 units, I’m appalled to think that that would

happen. When we talk continually about affordable housing in the community, and that we would think about changing that. It may not be the case here, I don't know, but it immediately grabbed me that we've got to be consistent, considerate with our plans and if we want to have housing for our service workers, our policeman, our people that work at the hospital, our teachers, our fireman, we need that housing. I know county employees that live in there today, and I'm not sure if they're in Phase 1 or whichever housing, but I know that's an important compound of the entire housing plan, so it's very important to keep that in mind. If there was a plan and decision to sell, and listening to the discussion today, more than I was aware of, I would think that before you even did that, you would open it up to the market and say even if we are going to sell it has to be a market opportunity here for the advantage of the town and the county and what we might be able to achieve from this. But my biggest and most important point here is protect the housing that we have, please."

4. Grove Phase 1 Purchase Offer

To review what was discussed at the regular meeting on November 6th, Staff had let the Board know that the Housing Authority has received a Grove Phase 1 Purchase Offer, attached to the Board Packet. Staff requested direction from the Board regarding a long-term plan for the mixed use (commercial & residential) Grove Phase 1 property, located at 250 Scott Lane. A discussion occurred regarding maintaining affordability long term and balancing that with costs such as property maintenance and time spent by Staff facilitating both commercial and residential rental occupancies. Staff also requested direction from the Board regarding a general policy recommendation to own the ground lease for rental properties but sell the improvements. A discussion occurred regarding the general pros and cons of the Housing Authority owning properties that are occupied by commercial tenants. The Housing Board did not come to a unanimous recommendation. No action was taken. The Board requested a Staff Report to help structure a better-informed discussion at a special meeting to be scheduled on Thursday, November 21st.

Staff reviewed and discussed "Questions to consider" with the Board:

1. How does owning and managing a commercial space fit into the Housing Authority mission of "providing healthy housing solutions"?
 - a. Property generates revenue that can be used to create additional housing
 - b. There have been past issues with tenants that have required a lot of staff time.
However, recently the commercial property management was handed over to MPM and has been taking less Housing Dept. Staff time.
2. What are other potential uses for the commercial space?
 - a. The Town/County/JTCHA could choose to dedicate some/all of the commercial space to a "community-benefit" use like childcare, healthcare, etc.
 - b. The Town/County may have interest in utilizing some/all of the commercial space for office expansion.
 - c. What other uses?
3. What's the value to JTCHA to retain ownership of the land?
 - a. Provides JTCHA with site control.
 - b. Protects the deed restrictions.
 - i. JTCHA would have a first right to cure if the new owner were to default and place the restrictions in danger. But there's no guarantee JTCHA could afford to purchase the property back.

A discussion occurred between Staff and the Board.

Motion

Annie Droppert Kent stated, that based on the reasons discussed, the Housing Authority Board moves to recommend that the town and the county rejects this offer and not sell the property. Amy Robinson seconded the motion. The motion was approved unanimously.

5. Adjourn

Matt Faupel motioned to adjourn at 10:59am. Annie Droppert Kent 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

Chair

Date _____

Amy Robinson

Vice Chair

Date _____

Annie Droppert Kent

Clerk

Date _____

JACKSON/TETON COUNTY HOUSING AUTHORITY

Balance Sheet

As of October 31, 2019

	Oct 31, 19	Sep 30, 19	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
FIB - Administration	776,683.18	764,548.68	12,134.50
FIB - Millward Ground Lease	94,818.15	94,818.15	0.00
FIB - Supply	16,642.95	1,000.01	15,642.94
Total Checking/Savings	888,144.28	860,366.84	27,777.44
Accounts Receivable			
Ground Lease Receivables	8,741.91	5,173.61	3,568.30
Total Accounts Receivable	8,741.91	5,173.61	3,568.30
Other Current Assets	0.00	0.00	0.00
Total Current Assets	896,886.19	865,540.45	31,345.74
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 Accounts	(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 Receivable	270,000.00	270,000.00	0.00
Total Other Assets	0.00	0.00	0.00
TOTAL ASSETS	21,496,230.76	21,464,885.02	31,345.74
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	3,976.24	3,177.22	799.02
Total Accounts Payable	3,976.24	3,177.22	799.02
Other Current Liabilities			
Current Portion of LTD	112,000.00	112,000.00	0.00
Escrow Payable	10,000.00	10,000.00	0.00
Security Deposits	54,104.58	54,104.58	0.00
Total Other Current Liabilities	176,104.58	176,104.58	0.00
Total Current Liabilities	180,080.82	179,281.80	799.02

JACKSON/TETON COUNTY HOUSING AUTHORITY

Balance Sheet

As of October 31, 2019

	Oct 31, 19	Sep 30, 19	\$ Change
Long Term Liabilities			
Current Portion of LT Debt	(112,000.00)	(112,000.00)	0.00
Note Payable - FIB(6348)	2,575,962.12	2,586,181.11	(10,218.99)
Total Long Term Liabilities	2,463,962.12	2,474,181.11	(10,218.99)
Total Liabilities	2,644,042.94	2,653,462.91	(9,419.97)
Equity			
Retained Earnings	18,752,896.18	18,752,896.18	0.00
Net Income	99,291.64	58,525.93	40,765.71
Total Equity	18,852,187.82	18,811,422.11	40,765.71
TOTAL LIABILITIES & EQUITY	21,496,230.76	21,464,885.02	31,345.74

JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

October 2019

	Administration	Broadway	Hall	Housing Supply	Millward	The Grove	Wilson Meadows	Wilson Park	TOTAL
Ordinary Income/Expense									
Income									
Rent Income	0.00	19,500.91	375.00	2,700.00	1,452.50	34,242.58	480.00	425.00	59,175.99
Total Income	0.00	19,500.91	375.00	2,700.00	1,452.50	34,242.58	480.00	425.00	59,175.99
Gross Profit	0.00	19,500.91	375.00	2,700.00	1,452.50	34,242.58	480.00	425.00	59,175.99
Expense									
Dues & Subscriptions	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
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	3,200.00	0.00	0.00	3,200.00
Professional Fees	2,580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,580.00
Rent(Ground Lease Fee)	0.00	12,976.34	0.00	0.00	0.00	0.00	0.00	0.00	12,976.34
Repairs & Maintenance	0.00	902.10	0.00	0.00	0.00	1,588.26	0.00	0.00	2,490.36
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	281.28	0.00	0.00	281.28
Utilities	0.00	370.35	0.00	0.00	0.00	2,236.77	0.00	0.00	2,607.12
Total Expense	2,605.00	13,984.70	0.00	0.00	0.00	7,306.31	0.00	0.00	23,896.01
Net Ordinary Income	(2,605.00)	5,516.21	375.00	2,700.00	1,452.50	26,936.27	480.00	425.00	35,279.98
Other Income/Expense									
Other Income									
Interest Income	32.62	0.00	0.00	15,642.94	4.03	0.00	0.00	0.00	15,679.59
Total Other Income	32.62	0.00	0.00	15,642.94	4.03	0.00	0.00	0.00	15,679.59
Other Expense									
Interest Expense	0.00	0.00	0.00	0.00	0.00	10,193.86	0.00	0.00	10,193.86
Total Other Expense	0.00	0.00	0.00	0.00	0.00	10,193.86	0.00	0.00	10,193.86
Net Other Income	32.62	0.00	0.00	15,642.94	4.03	(10,193.86)	0.00	0.00	5,485.73
Net Income	(2,572.38)	5,516.21	375.00	18,342.94	1,456.53	16,742.41	480.00	425.00	40,765.71

JACKSON/TETON COUNTY HOUSING AUTHORITY

Profit & Loss by Class

July through October 2019

	Administration	Broadway	Hall	Housing Supply	Millward	Rains	The Grove	Wilson Meadows	Wilson Park	TOTAL
Ordinary Income/Expense										
Income										
Rent Income	0.00	78,003.64	750.00	10,800.00	5,972.50	0.00	130,161.37	1,010.00	825.00	227,522.51
Total Income	0.00	78,003.64	750.00	10,800.00	5,972.50	0.00	130,161.37	1,010.00	825.00	227,522.51
Gross Profit	0.00	78,003.64	750.00	10,800.00	5,972.50	0.00	130,161.37	1,010.00	825.00	227,522.51
Expense										
Dues & Subscriptions	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00
Insurance	0.00	(432.92)	0.00	0.00	0.00	0.00	8,371.00	0.00	0.00	7,938.08
Management Fees	0.00	0.00	0.00	0.00	0.00	0.00	11,065.25	0.00	0.00	11,065.25
Professional Fees	10,955.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,955.00
Rent(Ground Lease Fee)	0.00	51,905.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51,905.36
Repairs & Maintenance	0.00	2,654.85	0.00	0.00	0.00	539.50	9,880.87	0.00	0.00	13,075.22
Taxes & Licenses	0.00	(623.44)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(623.44)
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	554.32	0.00	0.00	554.32
Utilities	0.00	1,267.30	0.00	0.00	0.00	0.00	7,338.08	0.00	0.00	8,605.38
Total Expense	10,980.00	54,771.15	0.00	0.00	0.00	539.50	37,209.52	0.00	0.00	103,500.17
Net Ordinary Income	(10,980.00)	23,232.49	750.00	10,800.00	5,972.50	(539.50)	92,951.85	1,010.00	825.00	124,022.34
Other Income/Expense										
Other Income										
Interest Income	217.82	0.00	0.00	15,642.95	27.34	0.00	0.00	0.00	0.00	15,888.11
Other Income	731.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	731.11
Total Other Income	948.93	0.00	0.00	15,642.95	27.34	0.00	0.00	0.00	0.00	16,619.22
Other Expense										
Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	41,349.92	0.00	0.00	41,349.92
Total Other Expense	0.00	0.00	0.00	0.00	0.00	0.00	41,349.92	0.00	0.00	41,349.92
Net Other Income	948.93	0.00	0.00	15,642.95	27.34	0.00	(41,349.92)	0.00	0.00	(24,730.70)
Net Income	(10,031.07)	23,232.49	750.00	26,442.95	5,999.84	(539.50)	51,601.93	1,010.00	825.00	99,291.64



MEMO

TO: Jackson/Teton County Housing Authority Board
FROM: Housing Department Staff
DATE: November 27, 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 November 27, 2019:

- 12 homes sold/closed to date
- 4 homes under contract, estimated closings 12/27, 12/31, 1/10, & 1/15

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	Moved in
Unit 13 Homesteads at TV	3	1	NA	NA	Closed
Unit 4 Spruce Townhomes	3	14	7	10 entries picked on 1	Closed
Unit 32 Millward	3 +	7	6	5 entries picked on 4	Closed
Unit 7 Raver Condominiums	1	2	7	7 entries picked on 3	Re-ran drawing, no entries
Unit 208 Grove Rentals	2 +	8	4	10 entries picked on 6	Moved in
Unit 107 Pearl at Jackson	1	11	4	10 entries picked on 4	Closed
Unit 30 Pine Glades	3	15		9 entries picked on 3	Closed
Unit 89 Wilson Third	2	17	6.5	10 entries picked on 3	Closed
Unit 12 MR Town Homes					Buyer qualified, waiting on buyer meeting
Unit 5 810 West	2	17	6.5	10 entries picked on 1	Under contract
Unit 6 Ellingwood	1	15	3	5 entries picked on 5	Under contract
Unit 35 Ellingwood	2	13	5	10 entries picked on 8	Closed
Unit 3 MR Townhomes	2	6	4	8 entries picked on 8	Contract pending review from seller

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 Aron Ramirez + 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
- 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
 - Catalina works at Stitch Upholstery as a seamstress
 - 1-bedroom unit
 - Moved in
- Maureen Murphy
 - Moe works for JH Chamber of Commerce
 - 1-bedroom unit
 - Closed
- Elizabeth Ricciardi and Thomas Deltz + 2 children
 - Beth is a photographer and Thom works at Flynn Irrigation and JHMR
 - 3-bedroom unit
 - Closing 9/3/19
- Rosslyn and Shelby Read
 - Rosslyn works at Climb WY and Shelby works at Community Foundation
 - 3-bedroom unit
 - Closed 9/20/2019
- Pemba Sherpa and Nim Sherpa + 1 child
 - Pemba and Nim are self-employed landscapers and cleaners
 - 2-bedroom + unit
 - , moved in
- Adam and Abigale Chenault
 - Adam works at Teton Art Services and Abigale works at Calico
 - Closing on or before 10/17/19
- Lizbeth Perez Garcia and Alexander Charintsev + 1 child
 - Lizbeth works at St. Johns and Alexander works at Dubbe Moulder Architects
 - 2-bedroom, 2-bathroom
 - qualified, moved in
- Patrick and Alicia McGaugh + 3 children
 - Patrick works for Grand Teton National Park and Alicia works for Little Lamb's Preschool
- Arty Polo and Erin Guertin + 2 children
 - Arty works for Teton Youth and Family Services as Program Director and Erin owns Genevieve Catering, LLC.

Scott Dropinski

- Scott works for the airlines, the Blue Lion, and self-employed wood working
- 1-bedroom unit

Jacob and Rachel Rambo +1 child

- Jacob works for Local & Trio, Rachel works for Cathy and Dustin Hindley
- 2-bedroom unit

Matthew Clos and Andrea Mazer + 1 child

- Matt works at JHMR and Andrea works for Teton County Public Health
- 2 bedrooms plus loft
- Beau and Leslie Beckworth + 2 children Beau works for Café Genevieve, Boreal Property Mgmt, and Mountain Man Wood Floors, Leslie works for Teton County Weed and Pest
- 2-bedroom unit

Eliza & Clarke Todd

- Eliza works for Beddow Capital Management and Clark works for Jackson Drug, an JH Real Estate

2 bedrooms plus loft

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 on their soon to be 50 housing units 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 – 35 units have been rented to Town employees since July 31st

Teton County Employee Rentals 1/1/19 to present – 12 units have been rented to County employees since January 1st

Grove Phase 2 Warrantees –Dydia Architects, GE Johnson, and Housing Department staff are still working on finding a resolution to the leaking thresholds.

Grove Phase 1 Lease Renewals – Requalification of tenants at The Grove began in May with lease renewals taking place September 1. This involves collecting employment and income verification from all 20 tenants at The Grove. All tenants have been qualified for 2019. Two families are moving out. One is moving into a Hidden Hollow restricted unit, and the other is moving somewhere unknown. Another family was chosen for a Habitat unit and will be leaving The Grove in February. Another tenant is moving out to go on a back-packing trip from Mexico to Canada. They will be leaving the end of March.

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 692 total Employee/Workforce/Affordable Rental units.

- 14 New units have been added to the Database since the last HAB meeting. 1 is pending – the restriction needs to be drafted, signed and recorded.
- Unit 103, Osprey Landing – The HD received update that the Owner was actively seeking a tenant via a property manager. The deadline was 11/25/19 and no documentation was received. The Housing Department will follow up with the property manager and if necessary, assist in identifying a qualified tenant.
- Ranches at Spring Creek –No update available. Housing will follow up with planning to confirm validity of restriction requirements.
- Mill Iron Timberworks, Unit 2-2B – Owner provided the requested information.
- Grand View Plaza – unit used as transitional – doesn't meet the requirements of the restriction. HD has reached out to the owners and will follow up.
- Field Building – Deadline on 2nd request is 11/27/19
- Raver Condos – Deadline on 2nd request is 11/27/19
- Elk Country Inn – Deadline on 2nd request is 11/27/19
- Center St – Deadline on 2nd request is 11/27/19
- Gayle Building – Deadline on 2nd request is 11/27/19
- Timberwolf – Deadline on 2nd request is 11/27/19
- Miller Park Lofts – 8 units – HD is in process of recording new restrictions for these units.

Sunset Clause Releases – There were a total of 99 units that have a sunset clause restriction in Housing Department inventory. 2017 - 20 expired. 19 expire in 2019, 10 are due to expire in 2020, and two in 2021. Since the last HAB meeting, 4 new certificates have been requested. 3 others are pending receipt of the certificate fee.

Request to Rent/Leave of Absence – 4 Requests to Rent have been received and approved (Melody Ranch Units rental due to roof repair). 2 more requests are pending. .

Request for Exception – 2 new Exception Requests were submitted since the last HAB meeting. One has been approved and one is pending.

Qualified Mortgage Request – Since the last HAB meeting, 8 new qualified mortgage requests have been received. 4 have been approved, 1 was withdrawn and 3 are pending more information from the lender.

Transfer of Title – One request is pending receipt of additional information from owner and one request has been processed and is expected to be recorded next week.

Reasonable Accommodation – 1 new request was received and approved.

Employment-Based/Workforce Ownership Requalification's – 15 Employment-Based and 3 Workforce Ownership units have been requalified to date. There are currently 48 Employment-Based Units and 10 Workforce Ownership Units. 28 of the Employment Based have requalified. 7 are pending additional information. 1 is in approval review and 12 are outstanding. 5 of the Workforce Ownership have been requalified. 2 are outstanding and 3 are existing housing that has had the restriction changed to Workforce Ownership.

Affordable Check-Ins – 9 of the affordable check in units have provided the requested documents. There are a total of 15 units to date that are required to meet the conditions of the Rules and Regulations adopted 6/2018. To date, 13 of the affordable checks have been completed. 2 are outstanding pending receipt of verification documents.

Proof of Insurance – All affordable homes were asked to provide proof of insurance on their homes. All 33 developments have been sent requests. Declaration pages continue to filter in. A review of coverage is scheduled with possible recommendations from the Housing Department.

Violations – One outstanding violation – Millward Redevelopment and other structures. Waiting on information from the HOA Board and direction from the HAB. One new complaint received. The Housing Department will reach out to the owner.

Online Systems – Owners of restricted units now have the ability to upload verification documents online. Requalification for Workforce and Employment Based units as well as the affordable check-ins can now upload all information online. Eventually, we will also be able to allow people to enter a drawing online. This is more complicated because documentation must be approved before a drawing is entered. Staff has given greater priority to the compliance side of online verification.

Spanish-Language Outreach

The majority of Housing Department documents have been translated into Spanish. We are also working on translating the How to Sell and How to Buy booklets. We are expecting to have these booklets translated and printed the first week of December. We have partnered with Habitat for Humanity to give housing information presentations to employees of various local companies. Habitat has helped us translate those presentations into Spanish and has provided staff to answer questions in Spanish. We have also added Spanish translations to all our weighted drawing e-mail and text notifications by utilizing google translate.

Housingjh.org – the Housing Action plan states that we coordinate access to housing opportunities. Staff has been partnering with Teton Habitat and the Housing Trust, and will begin working on “housingjh.org”, a “one stop shop” for Jackson housing resources in September. We hope to launch housingjh.org in the Winter season.

Homeowner Spotlights – Homeowner spotlights are posted on the jhaffordablehousing.org website. They include pictures, short bios, and quotes from some of our new homeowners. Please see the attached for our latest Homeowner Spotlight and visit jhaffordablehousing.org for more.

Annual Report – The annual report for 2018 has been released.

Housing Portfolio – The Deed Restricted Housing Portfolio is a booklet containing information on deed restricted housing in Teton County. It will be released very soon.

SPET Education – Informational flyers were created to educate the public regarding housing statistics to gear up for the Specific Purpose Exise Tax (SPET) election on November 5th. Congratulations! The Housing item passed!

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Ownership Housing
Located at **836 W Snow King Avenue, Town of Jackson, Wyoming**

This Complete Amendment and Restatement of the Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition (Employment-Based Housing Lots) recorded in the Office of the Teton County Clerk as document number 0647969 book of photo 586 pages 437-450 for Lot 5, 810 West Addition is made this _____ Day of December, 2019 (the "Effective Date"), by TCHA approved by the Town of Jackson and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as 836 W Snow King Avenue Town of Jackson, Wyoming, and more specifically described as follows:

Lot 5 of 810 West Addition to the Town of Jackson, Teton county, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 7, 2005 as plat number 1141.

PIDN:22-41-16-33-3-09-005 (the "Land");

WHEREAS, in furtherance of the Town of Jackson, Wyoming's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval for 810 West Addition to the Town of Jackson) (the "FDP Approval"), Owner was required to provide 20 Employment-based units and 2 Affordable units.

Originally Employment-Based. Reclassified with this Amendment and Restatement Restriction as a 2-bedroom 2-bathroom 1064 SF in the 80% - 120% Income Range.

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Housing Department, such Rules and Regulations are defined in Section 1 below;

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 below, to a "Qualified Household";

WHEREAS, consistent with the foregoing, the Property is subject to those certain Supplemental Declaration of Covenants, Conditions and Restrictions for 810 West Addition (Employment-Based Housing Lots) recorded April 24, 2005 as Document number 0647969 in book of photo 586 pages 437 - 450 (the "2005 Special Restrictions");

WHEREAS, in accordance with Section 22 of the 2005 Special Restrictions, the Special Restrictions may be modified with the written consent of TCHA, Town of Jackson, and the Owner .

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 22 of the 2005 Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2005 Special Restrictions by adopting these Complete Amendment and Restatement Special Restrictions for Affordable Ownership Housing located at 836 W Snow King Avenue, 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 and consideration of the FDP Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, undersigned 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 held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT HOUSING 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 from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, 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 ONLY.

- 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 Affordable Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household at time of purchase and during ownership 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 Restriction. The Qualified Household’s gross income shall fall between 80% and 120% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”) at time of purchase.
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at the time of purchase or any time during ownership of the Residential Unit.
 4. Determination by the Housing Department. The Housing Department shall determine whether a prospective owner 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. Asset Limit. The maximum asset limit for Qualified Households is two (2) times the income limit for a household size of four in accordance with the applicable income range, as further defined and clarified in the Housing Rules and Regulations.
- 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, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, 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 UNITS.

In addition to any restrictions included in the Rules and Regulations, occupancy and use of a Residential Unit shall be restricted as follows:

- A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a 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 persons other than the members of the Qualified Household may occupy the 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. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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, each 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 and 6 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 a Residential Unit to a spouse of an 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 a 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 a 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. SALE OF A 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 6. MAXIMUM RESELL PRICE. To further the Town of Jackson, Wyoming's goal of providing affordable housing, 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-Boulder-Greeley 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 RESELL OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESELL PRICE.

SECTION 7. 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. 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.

- C. 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.
- D. Fraud or misrepresentation by purchaser and/or Owner 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 8. 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 the 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.

SECTION 9. 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. 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 JTCHA and/or 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.

- C. 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 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination by the Town of Jackson, Wyoming. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the goal of providing affordable housing.
- 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. 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.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 11. 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 12. 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
Rachel Broyles and Jake Rambo
P.O. Box 190
Jackson, WY 83001

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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.

SECTION 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

TOWN OF JACKSON:

Pete Muldoon, Mayor

ATTEST

Sandra P. Birdyshaw, Town Clerk

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Ownership Housing
Located at 1506 B Hayden Drive, Town of Jackson, Wyoming

This Complete Amendment and Restatement of the Special Restrictions for Lot 24 of Cottonwood Park Homestead Neighborhood Fourth Filing Addition to the town of Jackson (Affordable Housing – Categories 1, 2, & 3) recorded in the Office of the Teton County Clerk as document number 0696461 book of photo 654 pages 303-313 for 1506 B Hayden Drive is made this _____ Day of _____, 2019 (the “Effective Date”), by Teton County Housing Authority (TCHA) and the undersigned owner (“Owner”) (“Special Restrictions”).

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as 1506 B Hayden Drive Town of Jackson, Wyoming, and more specifically described as follows:

Unit 6 of Ellingwood condominiums Phase 1 Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on February 27, 2007 as Plat No. 1191, and as further defined and described in the Declaration for Condominium recorded for said property.
PIDN:22-40-16-06-2-48-006 (the “Land”);

WHEREAS, in furtherance of the Town of Jackson, Wyoming’s goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval for 3 Creek Ranch Add number (the “FDP Approval”), Owner was required to provide thirty-six (36) Affordable Condominiums located in the Ellingwood Condominium Addition to the Town of Jackson:

One-bedroom, one-bathroom, 608 Square foot unit in the 50% to 80% Income Range

The Income Ranges are defined in the Jackson/Teton County Housing Department Rules and Regulations enforced by the Housing Department, such Rules and Regulations are defined in Section 1 below;

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 below, to a “Qualified Household”;

WHEREAS, consistent with the foregoing, the Property is subject to those certain Special Restrictions for Lot 24 of Cottonwood Park Homestead Neighborhood Fourth Filing Addition to the Town of Jackson (Affordable Housing – Categories 1, 2, & 3) recorded February 27, 2007 as Document number 0696461 in book of photo 654 pages 303-313 (the “2007 Special Restrictions”);

WHEREAS, in accordance with Section 21 of the 2007 Special Restrictions, the Special Restrictions may be modified with the written consent of TCHA and the Owner .

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 21 of the 2007 Special Restrictions, and consistent with the foregoing Recitals, JTCHA and the undersigned Owner now desire to amend, restate and replace in their entirety with respect to the Residential Unit and Land the 2007 Special Restrictions by adopting these Complete Amendment and Restated Special Restrictions for Affordable Ownership Housing Located at 1506 B Hayden Drive, 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 and consideration of the FDP Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, undersigned 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 held, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT HOUSING 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 from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, 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 ONLY.

- 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 Affordable Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household at time of purchase and during ownership 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 Restriction. The Qualified Household’s gross income shall fall between 50% - 80% of the median family income in Teton County, Wyoming, as determined by the current year’s published Federal Department of Housing & Urban Development median family income chart for Teton County, Wyoming (“Income Cap”) at time of purchase.
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at the time of purchase or any time during ownership of the Residential Unit.
 4. Determination by the Housing Department. The Housing Department shall determine whether a prospective owner 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. Asset Limit. The maximum asset limit for Qualified Households is two (2) times the income limit for a household size of four in accordance with the applicable income range, as further defined and clarified in the Housing Rules and Regulations.
- 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, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, 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 UNITS.

In addition to any restrictions included in the Rules and Regulations, occupancy and use of a Residential Unit shall be restricted as follows:

- A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a 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 persons other than the members of the Qualified Household may occupy the 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. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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, each 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 and 6 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 a Residential Unit to a spouse of an 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 a 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 a 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. SALE OF A 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 6. MAXIMUM RESELL PRICE. To further the Town of Jackson, Wyoming's goal of providing affordable housing, 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-Boulder-Greeley 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 RESELL OF A RESIDENTIAL UNIT, OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESELL PRICE.

SECTION 7. 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. 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.

- C. 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.
- D. Fraud or misrepresentation by purchaser and/or Owner 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 8. 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 the 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.

SECTION 9. 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. 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 JTCHA and/or 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.

- C. 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 10. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination by the Town of Jackson, Wyoming. These Special Restrictions may be terminated after a determination by the Town of Jackson, Wyoming that these Special Restrictions are no longer consistent with the goal of providing affordable housing.
- 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. 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.
- D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 11. 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 12. 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:

Scott Dropinski
P.O. Box 6522
Jackson, WY 83002

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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.

SECTION 18. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees

harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and each specifically retain immunity and all defenses available to either of them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, 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

Sandra P. Birdyshaw, Town Clerk