

Special Joint Information Meeting

TOWN COUNCIL & COUNTY COMMISSIONER MEETING

July 23, 2019

1:30 PM

Teton County Chambers

Chair: Natalia Macker

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENT

This section of the agenda is reserved for public comment on items that are not on today's agenda.

III. DRAWING OF SPET PROPOSITIONS TO DETERMINE BALLOT ORDER (Sherry Daigle)

SPET Resolution

IV. DISCUSSION/ACTION ITEMS

- A. Housing Rules and Regulations Clean-Up (April Norton & Stacy Stoker, 60 minutes)
- B. Design Selection for 440 West Kelly Avenue (April Norton, 60 minutes)

V. ADJOURN

Please note that at any point during the meeting, the Chairman or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.

**JOINT RESOLUTION APPROVING PROPOSITIONS FOR
CONTINUATION OF A 1% SPECIFIC PURPOSE EXCISE TAX
IN TETON COUNTY, STATE OF WYOMING,
SAID PROPOSITION TO BE PLACED ON THE SPECIAL
ELECTION BALLOT ON NOVEMBER 5, 2019**

WHEREAS, W.S. §39-15-204(a)(iii) and 39-16-204(a)(ii) authorize a county to impose an excise tax not to exceed two percent (2%) upon retail sales of tangible personal property, admissions and services made within the county, the revenue from which excise tax shall be used in a specified amount for specific purposes authorized by the qualified electors; said specific purposes not to include ordinary operations of local government except those operations related to a specific project; and

WHEREAS, the Board of County Commissioners of Teton County and the Mayor and Town Council of the Town of Jackson, Wyoming (hereinafter sometimes referred to as the "Governing Bodies") have agreed upon a procedure to be utilized in Teton County for the submission of specific purpose excise tax project questions to the voters of the County; and

WHEREAS, Teton County is presently imposing one percent (1%) sales and use tax for specific purpose tax authorized by W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii), and W.S. §39-16-204(a)(ii) which tax is estimated to expire in June 2020 (the "Prior 1% Tax"); and

WHEREAS, the Town of Jackson is a first-class city but commonly refers to itself as the Town of Jackson. The use of the word "town" in this document does not denote an official statutory designation as a "town." The use of the word "town" means "city" for purposes of legal statutory designation; and

WHEREAS, the Governing Bodies have further determined that it is necessary to submit to the qualified electors of the County the proposition for the continuation of the one percent (1%) tax (hereinafter sometimes referred to as the "Tax Proposition"); and

WHEREAS, the Governing Bodies hereby notify the Teton County Clerk prior to July 17, 2019, of their intention to place the Tax Proposition for specific purposes on the November 5, 2019, special election ballot; and

WHEREAS, the Governing Bodies have further determined that the Tax Proposition should be made available for the following projects in the specific principal amounts and specific purposes set forth below and the language suggested to the County Clerk is as follows:

Shall Teton County, State of Wyoming, be authorized to adopt and cause to be continued a one percent (1%) specific purpose excise tax (the "Tax") within Teton County for the purpose of raising and collecting the amounts set forth below, the proceeds from which, and the interest earned thereon, to be used and applied for specific projects, and to the extent necessary and allowed by law, the pledge to or payment of debt service and/or lease payments thereon:

Teton County/Jackson Recreation Center Expansion and Renovation, Community Climbing Gym, King Street Extension, and Stormwater Treatment.

\$22,000,000.00 for designing, planning, engineering, construction, and equipping the renovation and expansion of the Teton County/Jackson Recreation Center. The renovation and expansion includes an additional gymnasium, indoor walking/running track, indoor climbing gym, wellness and fitness opportunities, outdoor aquatics splash pad, general youth-to-senior recreational amenities, associated building infrastructure, King Street extension, storm-water management systems, and associated site parking, multimodal circulation and landscaping. Any unexpended funds, including any unused contingency funds, shall be placed into a designated account, the principal and interest of which shall be used for operations and maintenance of the Teton County/Jackson Recreation Center. This project is sponsored by Teton County.

FOR the Proposition _____

AGAINST the Proposition _____

Core Services Vehicle Maintenance Facility

\$18,500,000.00 for planning, designing, engineering, and constructing a Core Services Vehicle Maintenance Facility, to service and maintain critical response and general use vehicles of Teton County and the Town of Jackson. These include, but are not limited to, snowplows, street maintenance vehicles, law enforcement vehicles, water/sewer maintenance vehicles, and buses. Any unexpended funds, including any unused contingency funds, shall be placed into a designated account, the principal and interest of which shall be used for operations and maintenance of the Core Services Vehicle Maintenance Facility. This project is sponsored by the Town of Jackson.

FOR the Proposition _____

AGAINST the Proposition _____

Gregory Lane --Street, Stormwater and Sewer Infrastructure, and Safe Route to School

\$8,500,000.00 for acquiring land, obtaining easements, planning, engineering, designing and constructing the Gregory Lane complete street, water, sewer, and stormwater project. Improvements to the Gregory Lane area are needed for safety, sidewalks, vehicle access, and snow/stormwater drainage. Improvements include but are not limited to sidewalks and other safety features to assist students going to school; water, stormwater, and sewer infrastructure; rebuilding the existing roadway with curb and gutter; widening Gregory Lane; and driveway approaches. This project is sponsored by the Town of Jackson.

FOR the Proposition _____

AGAINST the Proposition _____

Jackson Hole Fire/EMS Wildland Firefighting Apparatus Replacement

\$1,600,000.00 for the purchase of four (4) wildland firefighting engines.
This project is sponsored by Teton County.

FOR the Proposition _____

AGAINST the Proposition _____

"Road to Zero Waste" Infrastructure Improvements at the Teton County Recycling Center and the Teton County Composting Facility.

\$2,500,000.00 for planning, designing, engineering, purchasing and constructing infrastructure improvements at both the Teton County Recycling Center and the Teton County Composting Facility. These are needed to boost the waste diversion rate from its current 34% to the community's goal of 60% by 2030. Specifically, the funds will be used to construct a covered outdoor area of residential bins, to construct sorting system infrastructure, and to install a truck scale at the Teton County Recycling Center; and to construct a food waste sorting system at the Teton County Composting Facility.
This project is sponsored by Teton County.

FOR the Proposition _____

AGAINST the Proposition _____

Town of Jackson Downtown Water Quality Improvement Infrastructure - Cache Creek Project

\$2,000,000.00 for acquiring land, obtaining easements, planning, designing, engineering and constructing the Cache Creek Project. This project includes updating the half-mile tube that runs under downtown Jackson to protect and improve stormwater quality prior to its entering Flat Creek, as well as preventing uncontrolled and untreated discharge of potentially polluted run-off into Flat Creek.
This project is sponsored by the Town of Jackson.

FOR the Proposition _____

AGAINST the Proposition _____

History Museum Building – Genevieve Block

\$4,400,000.00 for the purchase of land for the locating of a Historical Museum upon portions of the property known as 135 and 175 East Broadway Avenue (the Café Genevieve Block). Following the purchase, the remaining funds will be used for relocation of historic structures and artifacts, including the rehabilitation of those structures, construction of one or more new structures and related site improvements on the site, and designing, planning, engineering, constructing, and/or furnishing of the Historical Museum building and site. In the event the Café Genevieve Block property is not acquired and approved for location of a Historical Museum, the funds will be used for the purchase and development of land, relocation and rehabilitation of historic structures and construction of one or more new structures and related site improvements, at such alternative location as may be approved jointly by the Jackson Town Council and Teton County Board of County Commissioners.

This project is sponsored by Teton County

FOR the Proposition _____

AGAINST the Proposition _____

Wildlife Crossings

\$10,000,000.00 for purchasing land, obtaining easements, planning, designing, and constructing wildlife crossing structures of various types and locations identified in the Teton County Wildlife Crossings Master Plan. The funds may also be used to provide other measures to reduce vehicle collisions with wildlife, including but not limited to, signage, safe lighting, wildlife detection systems, fencing, and other protective measures.

This project is sponsored by Teton County.

FOR the Proposition _____

AGAINST the Proposition _____

Community Housing Opportunities

\$5,500,000.00 for the purchase of appropriately zoned land to develop permanently deed restricted housing thereon and/or the purchase of deed restrictions to house the local workforce. Funds will be placed in the Jackson/Teton County Housing Authority Housing Supply account. The Jackson Town Council and the Teton County Board of County Commissioners must authorize and direct the expenditure of these funds.

This project is sponsored by Teton County.

FOR the Proposition _____

AGAINST the Proposition _____

Teton County Courthouse

\$2,000,000.00 for the purpose of planning, designing, engineering, site preparation, and preliminary construction costs for a new or renovated Teton County Courthouse. The funds may also be used for immediate security improvements to the existing Teton County Courthouse.

This project is sponsored by Teton County.

FOR the Proposition _____

AGAINST the Proposition _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY, WYOMING AND THE TOWN COUNCIL OF THE TOWN OF JACKSON, STATE OF WYOMING, THAT:

1. Having determined that the Tax Proposition should be made available for the projects listed above in the specified principal amounts and for the specified purposes therein set forth, the parties hereto endorse, adopt and approve the procedures set forth in W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii) and W.S. §39-16-204(a)(ii).

2. No proposition shall be placed on a ballot at any election for approval by the voters of the County pursuant to W.S. §39-15-203(a)(iii) and W.S. §39-15-204(a)(ii), except under the following conditions:

(a) A majority of the members of the Board of County Commissioners and a majority of the members of the Town Council must approve each ballot question to be submitted for approval prior to it being placed upon the ballot. There shall be a random drawing to determine the order in which each ballot question appears on the ballot. The Board of County Commissioners and the Town Council approve the propositions listed above to be placed on the ballot.

(b) No tax shall be imposed pursuant to W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii) and W.S. §39-16-204(a)(ii) until the proposition to impose the tax for specific purposes in specific amounts is approved by the vote of the majority of the qualified electors voting on the proposition. All propositions to be approved by the voters at any election may be combined and contained within one or more ballot questions to be approved or disapproved by a "for" or "against" vote or each proposition may be submitted to the voters as an independent ballot question to be approved or disapproved by a "for" or "against" vote. The Board of County Commissioners and Town Council agree that each proposition shall be submitted to the voters as independent ballot questions.

(c) The revenue from the tax shall be used in a specified amount for specific purposes authorized by the qualified electors. Specific purposes shall not include ordinary operations of local government except those operations related to a specific project.

(d) The amount of revenue to be collected and the purpose or purposes for which it is proposed shall be specified in the proposition.

(e) The election shall be held in accordance with W.S. §22-21-101 through 22-21-112.

(f) In the event a ballot question authorizing the continuation of a tax is approved by the voters, all revenue collected by the Department of Revenue from the taxes shall be transferred to the State Treasurer who shall deduct one percent (1%) to defray the costs of collection of the tax and administrative expenses incident thereto, and deposit the remainder into the trust and agency fund for monthly distribution to the Teton County Treasurer.

(g) Any interest earned from the investment of the revenues may only be used for costs related to the purposes approved on the ballot, including operation and maintenance costs, and shall be distributed to each sponsoring entity in the same proportion as its cost is to the total cost of all purposes identified on the ballot.

(h) Each sponsoring entity receiving revenues from the specific purpose excise tax shall:

i) Maintain its accounting in records in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.

ii) Establish separate interest-bearing ledger accounts into which the revenues will be deposited;

iii) Deposit and record all tax receipts within the appropriate ledger account;

iv) Retain and record interest earned on each account; and

v) At the end of each fiscal year, prepare and forward to the governing bodies a report on each account showing a reconciliation of all tax receipts and the amount of interest earned thereon, and a reconciliation showing all expenditures from the account or fund, grouped by major categories or classifications.

(j) All specific projects funded by the Tax Proposition, which involve construction, shall be subject to a planning review pursuant to the Land Development Regulations of Teton County or the Town of Jackson, depending on where the project is located.

3. In the event the taxes collected for any project exceed the amount necessary for the approved purpose, the excess funds shall be retained by the Teton County Treasurer for one (1) year for a refund of overpayments of the Tax Revenue. After one (1) year, any interest earned on the excess funds and the excess funds less any refunds ordered shall be applied to future specific purpose excise tax projects that are approved by the voters in subsequent elections in the respective ratio which the principal amount of each future project approved bears to the total principal amount of all future projects approved. In the event that there are not future specific purpose excise tax projects that are approved by the voters in subsequent elections, to which any interest earned on the excess funds and the excess funds less any refunds ordered can be applied, then any interest earned on the excess funds and the excess funds less any refunds ordered shall be distributed to each sponsoring entity based upon the respective ratio which the principal amount of each project approved bears to the total principal amount of all projects approved. Such excess funds shall be expended for the needs of the projects for which the tax was approved by the voters, including but not limited to the payment of additional unanticipated construction costs, related financing costs or for operating, equipping and maintaining the specified projects.

4. Any project not directly sponsored by the Town of Jackson or the Board of County Commissioners of Teton County may be funded in part or in whole by revenues generated through W.S. §39-15-203(a)(iii), W.S. §39-15-204(a)(iii), W.S. §39-16-203(a)(ii) and W.S. §39-16-204(a)(ii) provided that such funding shall be based upon the authority granted in the statutes of the State of Wyoming for the project and upon a Cooperative Services Agreement governing the project entered into between the Town of Jackson and/or the Board of County Commissioners of Teton County and the agency sponsoring the project.

5. At the special election to be held in Teton County, State of Wyoming on November 5, 2019, between the hours of 7:00 am and 7:00 pm, there will be submitted to the qualified electors of the County those matters more particularly set forth on the official ballot and the Proclamation and Notice of Election.

6. The election shall be held at those vote centers as more particularly set forth in the Proclamation and Notice of Election.

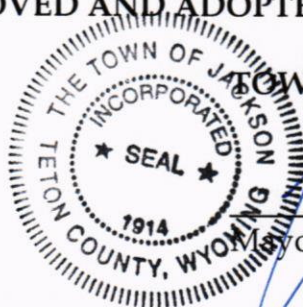
7. Any qualified elector in the County shall be entitled to vote in person at any vote center regardless of the precinct that he or she resides, or by absentee ballot. A qualified elector includes every citizen of the United States who is a bona fide resident of the State of Wyoming and Teton County, who has registered to vote and who will be at least eighteen (18) years of age on the day of the election.

8. There shall be provided at each vote center, one (1) ballot box and one (1) set of ballots for each district and precinct in the County. The official ballot shall set forth each proposition to be approved by the vote of the majority of the qualified electors.

9. The results disclosed by the canvass of voters shall be certified by the Canvassing Board of Teton County. Only if the majority of votes cast on one or more of the Tax Propositions at the election is in favor of imposition of the Tax shall the Board of County Commissioners, in the manner provided by law, then proceed to declare the results of the election, and complete all steps necessary for the imposition of the Tax.

10. Should any part of or provision of this Resolution be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Resolution is severable.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2019.



TOWN OF JACKSON, WYOMING

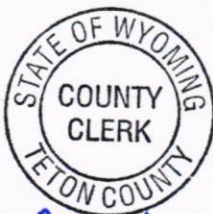
Mayor Pete Muldoon

Attest:

Sandra P. Birdyshaw
Sandra P. Birdyshaw, Town Clerk

PASSED, APPROVED AND ADOPTED this 15th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
OF TETON COUNTY, WYOMING



Attest:

Natalia D. Macker
Natalia Macker, Chairman

Sherry L. Daigle
for Sherry L. Daigle, Teton County Clerk



JOINT INFORMATION MEETING

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Joint Housing

PRESENTER: Stacy Stoker, Housing Manager

MEETING DATE: July 22, 2019

SUBJECT: Housing Rules and Regulations Clean Up

STATEMENT/PURPOSE

The Board and Council will consider proposed changes to the Jackson/Teton County Housing Department Rules and Regulations and provide direction to staff. These changes include clerical errors, minor clarifications, and six policy questions.

BACKGROUND/ALTERNATIVES

In June of 2018, the Jackson Town Council ("Council") and Teton County Board of County Commissioners ("Board") adopted the Jackson/Teton County Housing Department Rules and Regulations ("Rules and Regulations"). Now that staff has been working with the rules for almost a year, several necessary and recommended changes have been identified. These include scriveners' errors, clarification of policies, and six (6) policy questions.

Staff has provided a spreadsheet with each of the changes along with staff and Housing Authority Board recommendations. A discussion of the policy questions is provided below. The Council and Board must consider these proposed changes and provide staff with direction. Staff will then revise the Rules and Regulations based on that direction and release the document for the mandated 45-day comment period (County) and prepare an ordinance for adoption (Town). The first and second ordinance readings may occur during the 45-day comment period; the final ordinance reading should occur once the 45-day comment period is complete. The Council and Board should adopt the same set of Rules and Regulations. If material changes are made to the Rules and Regulations after the 45-day comment period is complete, then the Town must revise its ordinance accordingly and the ordinance process would restart at first reading.

The spreadsheet is divided into five (5) sections presented in tabs as follows:

- Tab 1: Policy Questions. The six (6) policy questions are detailed below.
- Tab 2: Housing Department Policies. The practices of the Housing Department that should be added to the Rules and Regulations. Parts of the Policies tab overlap with the six (6) policy questions and decisions made during this discussion will be noted on this tab as well.
- Tab 3: Clarifications. These are changes and additions to language in the Rules and Regulations that clarify the rules.
- Tab 4: Clerical Corrections. These are corrections of scrivener's errors, incorrect references, formatting, etc.
- Tab 5: Definitions. These are terms in the Rules and Regulations that need to be defined and added to the definitions in the Rules and Regulations.

Process:

Stacy Stoker will answer content questions and April Norton will facilitate the conversation.

1. Tab 1. The policy questions will be discussed and voted on one by one.
2. Tab 2. Housing Department Policies will be discussed and voted on one by one.
3. Tabs 3, 4 and 5. Clarifications, Clerical Changes and Definitions. For each tab, the Board and Council will be asked if any of the line items should be flagged for discussion. If there are items for discussion, they will be pulled and voted on separately, and the rest will be voted on collectively approving Option 1 – Staff and Housing Authority

Board Recommendation. If there are no flagged items the entire tab will be voted on collectively approving Option 1, Staff and Housing Authority Board Recommendation.

POLICY QUESTIONS:

Policy Question #1:

Should all adults residing in a restricted unit (other than approved renters) be required to be on title to the home?

Status Quo: For both the Workforce Ownership and Affordable Ownership Programs, all adults residing in the home besides children attending college are required to be on title to the home. This ensures that all adults living in the home are required to abide by the restriction, Rules and Regulations, as well as the CCRs of the Homeowners' Association.

However, since situations occur where an owner moves another person into their unit with approval of the Housing Department (renter, significant other, spouse, family member, etc.), staff is considering changing this rule to allow for adults residing in the restricted unit including the owner to sign an Occupancy Agreement that would require they abide by the restriction, Rules and Regulations, HOA, etc.

Staff Recommendation: Owners can allow people that were not a part of the Qualified Household to reside in a restricted unit with the approval of the Housing Department. If someone is going to be a part of the household, they and the owner must sign an Occupancy Agreement to make them accountable for abiding by the restriction, Rules and Regulations, and CCRs for the development. This also makes it easier for staff to do compliance on the units and monitor who makes up the household.

Housing Authority Board Recommendation: Staff recommendation, and all non-dependents must include income and assets on the application.

Option 1: Keep the Status Quo

Option 2: Staff Recommendation

Option 3: Housing Authority Recommendation

Policy Question #2:

Should owners of Affordable units be required to wait one year before moving another person in with them?

Status Quo: Owners of Affordable units are required to wait one year before moving another person into the home with them.

Affordable homes are classified into income ranges that have asset limits. When a household applies for an Affordable home, they must state on their application who is going to live in the home. Income and assets from all adult occupants are used to qualify the household within the income range and asset limit. The Housing Department requires that owners wait one year for the following reasons:

1. Allowing an adult to occupy the unit changes the amount of income and the value of the assets. This could mean that the household no longer would qualify within the income range for the home. This is important because the home is priced to be affordable to households within a specific income range. When a household qualifies to purchase a home, they qualify based on their own income and assets. If they applied with another adult, they would potentially not have qualified to purchase that home and could afford a home in a higher income range. This makes it unequitable to the other households who applied for the home.

- Affordable owners are not required to re-qualify each year. They are only required to verify that at least one person in the household is employed locally full-time, that they do not own residential real estate within 150 miles of Teton County, and that they occupy their unit for at least 10 months per year.

Staff Recommendation: Keep the requirement status quo. The Housing Department adopted this policy because households were gaming the system by applying as a single person for homes that were in the lower income ranges (and therefore lower priced) because they wouldn't qualify in that income range if they applied with another person. Then after closing, they would immediately move another person in. This policy has been effective in stopping this behavior.

Housing Authority Recommendation: Same as staff recommendation

Option 1: Staff and Housing Authority recommendation

Option 2: Allow owners to move people in prior to one year of ownership as long as they have approval from the Housing Department and the owner and new occupant(s) sign an Occupancy Agreement that would acknowledge the Special Restrictions and agree to abide by them.

Policy Question #3:

Should the minimum occupancy requirements be changed?

Status Quo: To be eligible to enter a drawing for a home, a household's size must be as follows:

Studio/One-bedroom: 1 or 2 people

Two-bedrooms: 1 or 2 adults with at least 1 dependent

Three-bedrooms: 1 or 2 adults with at least 2 dependents

This policy has been successful in filling the bedrooms. Prior to this policy, there were many one and two adult households who were allowed to purchase two-bedroom homes leaving many units with spare bedrooms.

Over the past year, staff has had the ability through the online Intake Form to gather demographic data.

By July 2019 data, 1,060 households completed the Intake Form. The following chart breaks down the households by size:

Number of People	Number of Households	% of Total Households
1	450	43%
2	277	26%
3	137	13%
4	131	12%
5	41	4%
6+	24	2%

Following is a breakdown of the housing stock currently in the Housing Department program by number of bedrooms:

Ownership Units

Unit Size	Number in Program	% of Units
1 Bedroom	40	11%
2 Bedroom	161	44%
3 Bedroom	166	45%

Rental Units

Unit Size	Number in Program	% of Units
Studio	55	16.22%
1 Bedroom	66	19.47%
2 Bedroom	45	13.27%
3 Bedroom	8	2.36%
Dorm Beds	165	48.67%

Our ownership housing stock is incongruent with our demand, which means there are not enough options for smaller households. Until we change that significantly smaller households have an extreme disadvantage especially in ownership units.

Staff Recommendation: Change the minimum occupancy to:

- Studio/One bed: 1 or 2 people
- Two bed: 2 or more people
- Three bed: 1 or 2 adults with 2 or more dependents.
- For rental units, occupancy requirements are the same as above, except 3 people can enter a drawing for a 3-bedroom and 4 people can enter a drawing for a 4-bedroom.

Housing Authority Recommendation: Same as staff recommendation except the minimum occupancy requirements are only for Affordable units. For Workforce units, provide an extra entry into the Weighted Drawing to households who meet the minimum occupancy requirement.

Option 1: Status Quo

Option 2: Staff Recommendation

Option 3: Housing Authority Recommendation

Policy Question #4:

If a homeowner meets the minimum employment requirement of 1,560 hours worked per year at a local business, should s/he be required to occupy her/his home a minimum of 10 months per year for ownership or 80% of the lease term for rentals?

Status Quo: All owners of Affordable Ownership and Workforce Ownership units are required to physically occupy their homes a minimum of 10 months out of each year, and tenants in rental units must occupy the unit a minimum of 80% of the term of their lease.

The goal of the Comprehensive Plan (Principle 5.1) is to maintain a diverse population by providing workforce housing. It also states that a resident workforce is more likely to invest socially, civically, and economically in the community in which they live. A resident workforce will help to maintain an economically and socially diverse population. It also goes on to state that the stability and cultural memory brought by long-term residents aids in achievement of the community's Common Values by integrating understanding and appreciation of where we have been with efforts for the future. The purpose of the housing program is not to house part-time residents. For these reasons, the Housing Department requires that homeowners live in their homes the majority of the year.

Staff Recommendation: Keep the status quo. It would go against the community's goal of housing year-round workers to begin allowing owners and tenants to occupy their homes seasonally.

Housing Authority Recommendation: Same as staff recommendation.

Option 1: Staff and Housing Authority recommendation

Option 2: Allow people who are able to work 1,560 hours locally in a short period of time to be absent from their home for longer than two months. The household must inform the Housing Department and be able to demonstrate hours worked.

Policy Question #5:

How should Local Business be defined for the purpose of determining whether a household is locally employed?

Status Quo: 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.

The definition of local business is important so that deed restricted housing is used to achieve the goal of housing 65% of the workforce locally to enhance quality of life, steward our ecosystem, and manage growth.

Staff has received public feedback from individuals who do not qualify because despite living locally, they are not serving clients or customers who are physically located in Teton County, Wyoming. Typical issues arise with self-employed individuals who serve clients regionally or even nationally or individuals who work in an office located in Teton County, but their work only serves clients who are not physically located in Teton County.

If the intent is to keep people who must work in Teton County to do their job also living in Teton County, then the definition of local business should reflect that.

If the intent is to house anyone who does any kind of work locally regardless of who they serve, then the definition should reflect that.

Staff Recommendation: The definition of local business should be in two parts:

- A. *(1) 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 (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.*

Or

- B. *A business physically located in Teton County, Wyoming who employs two or more Qualified Employees who must work in Teton County Wyoming to perform their job.*

Housing Authority Recommendation: Same as staff recommendation

Option 1: Staff and Housing Authority recommendation

Option 2: (The old definition) 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.

Option 3: Other definition

Policy Question #6:

Should there be any other school positions included in the definition of Teacher such as counselor, front desk personnel, early childhood caretakers, etc.?

Status Quo: Currently, we add 250 hours to teachers' hours worked per year to make up for hours worked unpaid. This includes time spent getting certifications, grading papers, etc. We do not include counselors, front desk personnel, or early childhood caretakers in the current practice.

When determining what positions should have extra hours added to documented hours worked, the following points should be considered:

- If someone works for any type of school that closes for a term during the year, such as the summer months, it is difficult for employees to work and gain hours. This may be true for all school employees, not just teachers.
- Other employees working at the school may not need the bump in hours because they normally work more paid hours than teachers.
- If employees working for the school would take a job in the summer, or another part-time job at night or on the weekends, they could make up the hours they are missing.
- Teachers often don't take a job in the summer because they are taking continuing education or getting certifications.
- The School District has indicated that Counselors, Teachers, Food Service and School bus drivers are the only positions that don't make the 1,560 hours per year.

Staff Recommendation: Staff recommends keeping the definition to just teachers, including early childhood/preschool teachers and not the other employees at the school because the other employees don't spend time working hours that are unpaid, and they have the opportunity to take a job during the summer.

Housing Authority Recommendation: Same as staff recommendation but look into adding other school employees to the definition. (Staff looked into adding other employees and found that the other employees work enough documented hours to meet the requirement.)

Option 1: Staff and Housing Authority recommendation

Option 2: Don't give teachers or any school employees the 250 extra hours to meet the requirement of 1,560 hours working locally per year.

COMPREHENSIVE PLAN ALIGNMENT

Common value 3, Section 5 is to ensure a variety of workforce housing opportunities so that at least 65% of those employed locally also live locally. The Housing Department Rules and Regulations govern the workforce housing to ensure that the units are being used as the community intends.

STAKEHOLDER ANALYSIS

Stakeholders include owners and tenants of restricted homes, the public, elected officials, and staff.

FISCAL IMPACT

N/A

STAFF IMPACT

Tracking, reviewing, and keeping notes on needed or potential changes to the Housing Rules and Regulations has taken a significant amount of staff scrutiny and staff time.

LEGAL REVIEW

Reviewed by Lea Colasuonno, Interim Town Attorney and John Graham, Deputy County Attorney.

ATTACHMENTS

- 2019 Housing Rules and Regulations Clean-up Matrix Excel Spreadsheet
- Jackson/Teton County Housing Department Rules and Regulations Redline Document
- Restriction Chart
- Self Employment Income Calculation Policy

RECOMMENDATION

See above and the Clean-up Matrix Excel Spreadsheet for staff and Housing Authority Board recommendations.

SUGGESTED MOTION

County: I move to direct staff to revise the Housing Department Rules and Regulations as directed today and to release the revised version for the 45-day comment period.

Town: I move to direct staff to revise the Housing Department Rules and Regulations as directed today and to bring an ordinance to the Council for first reading.

Six Policy Questions

	Staff Recommendation	Housing Authority Recommendation	Option 1	Option 2	Option 3	Discussion
#1: Should all adults residing in a restricted unit (other than approved renters) be required to be on title to the home?	Owners can allow people that were not a part of the Qualified Household to reside in a restricted unit with the approval of the Housing Department. If someone is going to be a part of the household, they and the owner must sign an Occupancy Agreement to make them accountable for abiding by the restriction, Rules and Regulations, and CCRs for the development. This also makes it easier for staff to do compliance on the units and monitor who makes up the household.	Staff recommendation, and all non-dependents must include income and assets on the application.	Keep the status quo - make all adults residing in a restricted home be on title to the home.	Staff Recommendation	Housing Authority Recommendation	
#2: Should owners of Affordable units be required to wait one year before moving another person in with them?	Keep the requirement status quo. The Housing Department adopted this policy because households were gaming the system by applying as a single person for homes that were in the lower income ranges (and therefore lower priced) because they wouldn't qualify in that income range if they applied with another person. Then after closing, they would immediately move another person in. This policy has been effective in stopping this behavior	Staff Recommendation	Staff and Housing Authority Recommendation	Allow owners of Affordable units to move people in prior to one year of ownership as long as they have approval from the Housing Department and the owner and new occupant(s) sign an Occupancy Agreement that would acknowledge the Special Restrictons and agree to abide by them.		
#3: Should the minimum occupancy requirements be changed?	Change the minimum occupancy to: Studio/One bed: 1 or 2 people; Two bed: 2 or more people; Three bed: 1 or 2 adults with 2 or more dependents. For rental units 3 people can enter a drawing for a 3-bedroom and 4 people can enter a drawing for a 4-bedroom.	Same as staff recommendation except the minimum occupancy requirements are only for Affordable units. For Workforce units, provide an extra entry into the Weighted Drawing to households who mee the minimum occupancy requirement.	Keep the status quo.	Staff Recommendation	Housing Authority Recommendation	

	Staff Recommendation	Housing Authority Recommendation	Option 1	Option 2	Option 3	Discussion
#4: If a homeowner meets the minimum employment requirement of 1,560 hours worked per year at a local business, should s/he be required to occupy her/his home a minimum of 10 months per year for ownership or 80% of the lease term for rentals?	Keep the status quo. It would go against the community's goal of housing year-round workers to begin allowing owners and tenants to occupy their homes seasonally.	Staff Recommendation	Staff and Housing Authority Recommendation	Allow people who are able to work 1,560 hours locally in a short period of time to be absent from their home for longer than two months. The household must inform the Housing Department and be able to demonstrate hours worked.		
#5: How should Local Business be defined for the purpose of determining whether a household is locally employed?	The definition of local business should be in two parts: A. A local business means (1) 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 (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job. OR B. A business physically located in Teton County, Wyoming who employs two or more Qualified Employees who must work in Teton County Wyoming to perform their job.	Staff Recommendation	Staff and Housing Authority Recommendation.	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.		
#6: Should there be any other school positions included in the definition of Teacher such as counselor, front desk personnel, early childhood caretakers?	Staff recommends keeping the definition to just teachers, including early childhood/preschool teachers and not the other employees at the school because the other employees don't spend time working hours that are unpaid, and they have the opportunity to take a job during the summer.	Same as staff recommendation but look into adding other school employees to the definition. (Staff looked into adding other employees, and found that the other employees work enough documented hours to meet the requirement)	Staff and Housing Authority Board Recommendation.	Don't give teachers or any school employees the 250 extra hours to meet the requirement of 1,560 hours working locally per year.		



HOUSING DEPARTMENT RULES AND REGULATIONS

2019 Clean Up

Section	Staff Recommendation	Housing Authority Recommendation	Option 1	Option 2	Option 3	Discussion
3-2.a.1 Employed in Teton County	Add that for teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.	Staff Recommendation but look into including other school employees besides teacher. Staff contacted Teton County School District and was informed that other school employees work the required hours and don't need	Staff recommendation	Housing Authority recommendation	Don't add 250 hours to any school employee's hours worked recognizing that they can augment their hours with other jobs.	Should we include early childhood educators (ie - preschool, daycare)? Should we include other positions that work with students, ie - counselors?
3-3.a.2.c Household Members	Change this paragraph to say, "All individuals who are intending to occupy the unit must be included on the application. All adults not attending college and age 25 or higher must include income and assets on the application. For Affordable units adults not listed on the application may not reside in the home within the first year and without prior approval from the Housing Department. For Workforce units, additional adults may reside in the home at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable owners or Workforce owners without all adult occupants (other than approved renters) signing an occupancy agreement. For Affordable units, divorces must be finalized prior to closing on the home. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted."	Staff recommendation, and all non-dependents must include income and assets on the application.	Staff Recommendation	Housing Authority Recommendation	Allow owners to move people in at any time after they close on the home as long as they have approval from the Housing Department and they sign an Occupancy Agreement acknowledging the Special Restrictions and agreeing to abide by them.	
4-1 Minimum Occupancy Requirement	Change the minimum occupancy to: Studio/One bed: 1 or 2 people; Two bed: 2 or more people; Three bed: 1 or 2 adults with 2 or more dependents. For rental units 3 people can enter a drawing for a 3-bedroom and 4 people can enter a drawing for a 4-bedroom. For purposes of counting household size, children or adult dependents must live with the household and be claimed as a dependent on Federal Income Tax Returns. Any deviation from the minimum occupancy requirements must be approved prior to the drawing through the exception process.	Staff recommendation, but minimum occupancy requirements are only for Affordable units. For Workforce units provide extra entry into Weighted Drawing for households that meet min occupancy requirement.	Staff Recommendation	Housing Authority Recommendation	Keep the Status Quo	Mixed discussion re: Two, Three, Four bed requirements. For ownership: allow all 3 person households to apply for 3-bed? For rental, change requirement to one person per bedroom min. For Workforce Program, remove occupancy requirement b/c the intent of program is to permanently restrict unit for Workforce and Workforce Program is an "incentive" program. If we do this, then provide households who meet min occupancy an extra entry into the Weighted Drawing?
8 Occupancy and Use	Add Occupancy and Use requirements according to the restriction templates.	Staff Recommendation	Staff and Housing Authority Recommendation	Don't add occupancy and use requirements to the Rules and Regulations		

Clarifications

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
Page 7 Summary ARU	Accessory Residential Units (ARU) – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program. To qualify to rent these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household’s income must be earned from a local business(es). The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
Page 7 Summary Affordable	Affordable – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term. Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index.				
Page 8 Summary Attainable	Attainable – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the <i>Housing Department Rules and Regulations</i> still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the <i>Housing Department Rules and Regulations</i> are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of 10 months each year. No requalification or future documentation will be required after purchase of the unit.				
Page 8 Summary Employee	Employee – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These <i>Housing Department Rules and Regulations</i> have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums for workforce employers. Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.				
Page 8 & 9 Summary Employment-Based	Employment-Based – This is a program that the Town of Jackson initiated to create restricted ownership units for sale to households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town’s LDRs. Employment-Based units developed after June 4, 2018 will be part of the “Workforce Ownership” program. To qualify to purchase these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household’s income must be earned from a local business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.				

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
Page 9 Summary Workforce	Workforce Housing Programs – This program is divided into “Workforce Rental” units and “Workforce Ownership” units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. They may not own other residential real estate within 150 miles of Teton County, and at least one person in the household must earn 1,560 hours annually from a local business. There is no cap on the original purchase price.. Once an ownership unit is sold, the maximum resale price is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates.				
Page 10 Summary	Replace Deed Restrictions chart with revised chart that is attached to the staff report.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.a.3 Developments Under 9,000 SF	Add Section, "Applications that have housing units required that are allowed to go directly to building permit are required to get their units approved by the Housing Department prior to submitting for building permit."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b Content	Remove the statement that the Housing Department oversees the maximum unit size, and add, "Specifically, the Housing Department oversees the Livability Standards." [The Housing Mitigation Plan contains some provisions that fall under the purview of the Planning Department, while others fall under the purview of the Housing Department. Specifically, the Housing Department oversees the Livability Standards. Specifically, the Housing Department oversees the maximum unit size. Developers should refer to the LDRs for requirements such as the mitigation methods, the mix of units by number of bedrooms and the mix of units by affordability ranges.]	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.3 Fee Calculations	Remove the statement in the second paragraph that the in lieu fees will be calculated and updated by the Housing Department and replace with Planning Department. [The Housing Planning Department shall update the fees in-lieu for the restricted housing units on an annual basis. effective April 1 or within 30 days of HUD publishing updated annual median income data. Fees in-lieu figures are available at the Housing Department office or on the Housing Department websitePlanning Department.]	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.5.b.1 Special Restriction Information Sheet	Add the following "There are four types of restrictions, Workforce Ownership, Workforce Rental, Affordable Ownership, and Affordable Rental."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.5.b.4 Developer Responsibilities	Change this language to say "The developer is responsible for signing the special restriction, recording the special restriction with the Teton County Clerk, and paying for the recording fees. The original restriction will be returned to the Jackson/Teton County Housing Department office. The Housing Department may at their discretion witness the recording."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.5.b.5 Modification Amendment	Change the second sentence to say, "Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Board of Commissioners.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-3.f.1.5 Existing Housing Stock Standards	Change first sentence to "For ownership units the roof must have a remaining useful life of at least ten (10) years."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-3.f.2 Existing Housing Stock Standards	Add this paragraph, "It is recognized that use of existing housing stock makes it more difficult for units to be in compliance with Section 2-3 Livability Standards. The Housing Department will inspect the unit prior to approval to analyze the unit based on the Livability Standards. Flexibility will be allowed according to Section 2-3.d.9 at the sole discretion of the Housing Department."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
3-2.a.1 Employed in Teton County	Change the first two sentences to read, "Be employed at a local business or organizaion located in Teton County an averageof at least thirty (30) hours per week or 1,560 hours annually. For purchases outside of a Weighted Drawing the household can be under contract for employment at a local business or organization located in Teton County, Wyoming where such contract commences employment before move-in or closing on a restricted housing unit, and the employment will be for a minimum of 30 hours per week or 1,560 hours per year."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
3-3.a.2 Calculation of Income	Add this as the second sentence: W-2 earners who have inconsistent incomes and have the same jobs as prior years will have their income averaged over three (3) years or less if less than three (3) years were worked.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
3-3.a.2.b Business Income	Add the Self Employed Income Calculation Policy.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
3-3.b.1 Calculation of Net Assets	Change the last sentence to "Net assets do not include retirement accounts unless money will be withdrawn to be used as a down payment or closing costs, business assets are limited to liquid assets." Add that rental units do not have asset limits.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
4-2 Weighted Drawing	Add a last paragraph: "To enter a drawing for an Affordable unit, the intake form must be completed prior to the opening of a drawing and information cannot be changed during the drawing entry period. You may not have more than one intake form. For the Workforce Program, an intake form must be completed prior to entering a drawing. Households may only have one intake form."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
4-2.a.1 Interruption of Employment	Change the fifth sentence to: "To obtain points for prior employment , a household must have re-established full-time employment at a local business within one (1) month upon termination of the reason for the interruption of employment."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
4-2.b.1.a.1 CSP Required Documentation	Change the last sentence to: "The Housing Department will contact the CSP's supervisor to update the Supervisor's Questionnaire.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
4-2.d No Qualified Entries	New Section: After a Weighted Drawing entry period where no qualified entries exist, the unit will be offered again in a Weighted Drawing. It will be opened to households in the next tier of the minimum occupancy requirements. If there are still no qualified entries, the home will be offered first come, first served. The first qualified household to submit a complete application will have the opportunity to purchase.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
4-2.e Drawing Results	New Section: Drawing results are kept on file with the Housing Department and may be requested by the public.	Staff and Housing Authority Board	Keep the Status Quo	Other	
5-1.a.3 Workforce Housing	Add, "After the initial sale, units will appreciate according to the Denver-Aurora-Lakewood CPI with a maximum of 3%. If the Denver-Aurora-Lakewood CPI no longer exists, another similar index will be used.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.c.4 Maintenance Adjustment	Add: "These funds will either be given to the buyer to make the repairs or held by the Housing department at the Housing Department's sole discretion. If funds are given to the buyer, the buyer will be expected to make the repairs on their own. If the repairs are not made, the buyer will be charged when they sell the home. If the Housing Department holds the funds, the buyer will be reimbursed based on receipts received from the buyer. If any funds remain after the repairs are completed, they will be released to the seller.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.d Selling Procedures	Add: "All restricted housing units shall be sold in accordance with applicable restrictions and/or these Housing Department Rules and Regulations as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created."				
5-1.d.1 Letter of Intent to Sell	Add: "If the seller decides not to sell the unit after submitting the Letter of Intent to sell, the seller must reimburse the Housing Department for any costs the Housing Department has incurred. Once the contract has been signed by Buyer and Seller, both parties are legally bound by the contract."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
5-1.d.6 Viewing of Unit	Add "The household will have two (2) business days to respond to the Housing Department's efforts to contact them to notify them that they were selected. A phone call and an email will be sent to the household. If there is no response, the Housing Department will move on to the next household drawn. The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected household prior to going under contract.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.d.8 Complete Application	Add: " If for any reason the buyer cannot close within three (3) weeks of the seller's timeline, the seller may choose to move on to the next household drawn."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.d.10 Qualified Household Meeting	Add that the buyer has 5 business days to attend the buyer meeting after being notified they are qualified.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.d.10 Qualified Household Meeting	Change to: "When the Housing Department has identified a qualified household who wishes to move forward with the purchase of the home, the qualified household will have five (5) business days to attend a meeting is set up with the qualified household to review the purchase process and purchase documents, which include the Contract for Purchase and Sale of Residential Real Estate or Residential Improvements in the case of a Ground Lease and the buyer's Facilitation Agreement. The applicant has five (5) business days from the meeting day to review and execute the purchase documents and return them to the Housing Department with earnest money as called for in the Contract. If the contract is not signed and returned within five (5) business days, the next household selected in the drawing will be notified and given the option to purchase the home if qualified. The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company. "	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.e.2	Change the first sentence to "All improvements whether approved Capital Improvements or other must be built in a workmanlike manner, and according to Town of Jackson or Teton County building codes."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.e.3 Approved Capital Improvement Credits	Add a first sentence: "A Capital Improvement is an improvement done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy but is not a luxury item."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.e.3 Approved Capital Improvement Credits	Change "Permitted to Approved"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.e.4.d	Add: "Repair and Maintenance Items - a repair or maintenance item is an expenditure that restores a property to a sound state."	Staff and Housing Authority Board	Keep the Status Quo	Other	
5-1.f.4 Title	Add, "An adult may not be moved into an Affordable unit for at least one year after closing and only with approval from the Housing Department. Adults may be moved into Workforce units prior to one year, however, the household must be qualified and approved by the Housing Department. Buyers will be required to sign an Occupancy Agreement at closing."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-4.a.3 First Come First Served	Change the heading to "No Qualified Weighted Drawing Entries" and change the language to "Refer to Section 4-2.d"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-2.a Affordability	Change the 80% to 120%. Add that rents for Affordable units will be calculated using the following method (rents for Workforce units are set by owner and have no cap).	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
6-2.a.1 National Standard of Affordability	Change the heading to "Standard of Affordability" and change the paragraph to: "The national standard for affordability provided by HUD is that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this thirty percent (30%) are rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-2.a.2 Number of Bedrooms / Number of Persons Match	Change this Heading to "Household Size for Rent Calculation". Change the Household size to: Studio = 1 person, One bedroom = 1 person, Two bedroom = 2 people, Three bedroom = 3 people.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-2.a.4 Qualified Household	New Section, "Tenant households must qualify under the housing program designated to each unit. See Section 3-3. Tenant households will be required to re-qualify annually. Household income will qualify as long as it is below the income limit for the income range."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-2.a.5 Leases	New Section: "All leases are required to be approved by the Housing Department"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-2.c Eviction	Change "will" be evicted to "may" be evicted.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-3.a.1 Weighted Drawing	Change language to: "When an Affordable rental owned by the Housing Authority is available, tenants will be identified through the weighted drawing process. Applicants will submit a complete application, which will be kept on file for one year (Affidavits of Current Employment will need updating after six (6) months). Weighted Drawing entries for drawings entered within the one year will only need to submit a Weighted Drawing Entry Form assuming a complete up to date application is on file with the Housing Department. A qualified household shall be selected to rent according to the rules set forth in these <i>Housing Department Rules and Regulations</i> , Section 4."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-3.b Submit Application	Change Heading to "Complete Application" and change the first two sentences to: "Each household entering a weighted drawing to rent a restricted housing unit owned by the Housing Authority is required to submit a complete Application for Restricted Rental Housing or a Weighted Drawing Entry Form. Weighted Drawing Entry Forms will only be accepted if a complete and up to date application is on file with the Housing Department."				
7-1.a.1 Affordable Units	Change this section to say, "Owners of Affordable housing units with restrictions recorded after June 4, 2018 will receive annual requests for information concerning employment, insurance requirements, ownership of residential real estate, and occupancy of the unit. Owners of Affordable housing units with restrictions recorded prior to June 4, 2018 are not required to verify continued employment or ownership of residential real estate annually, however, they may be required to verify occupancy and insurance requirements."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
7-1.c.14 Common Default Violations	Add this paragraph: 14. Restrictions are recorded on properties with the strict intent that the restrictions will run with the property in perpetuity. Restrictions may not be stripped from the property in cases of bankruptcy.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
7-2.d Default Hearing	Add, "If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
7-3.d.1	Add, "If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

Clerical Clean-up

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
Page 7 Summary Attainable	Remove the word "deed" from the last sentence.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
1-3.a Standards Applicable Under LDRs vs. Rules and Regs	In the chart under Housing Department, add "Compliance with Restrictive Covenants"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-1.a	Remove references to Division 7.4 of the LDRs	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2 Housing Mitigation Plan	Remove references to Division 7.4 of the LDRs	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.4.b Rental/Sale Mix	Remove reference to Division 7.4	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.4.d Distribution of Income Categories	Change heading to "Distribution of Income Ranges"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-2.b.4.d Distribution of Income Categories	Remove reference to Division 7.4	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
2-2.b.5 Special Restriction Form and Process	Remove reference to Division 7.4	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-3 Livability Standards	In the intro, remove reference to Division 7.4	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
2-3.a Process	Remove reference to Division 7.4	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
3-2.e Occupancy	Move this to Section 8 "Occupancy and Use"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
3-3.a.1.a Affordability Ranges	Fix the formatting and add the 50 - 80% income range to Ownership units sold or built after June 4, 2018.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
3-3.a.1.a Affordability Ranges	Add Categories to legacy units' income ranges and change the 1s to 0s. Add percent symbol.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.b Initial Sales Price (Maximum Sales Price)	Change the heading to "Maximum Sales Price"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
5-1.d.2 Facilitation of Sale	Move here from Section 5-3, "The Housing Department facilitates the sales of restricted housing units to accomplish the sale according to the the instructions in the Ground Lease/Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce housine units, and Accessory Residential Units. Sellers will be required to enter into a Facilitaton Agreement with the Housing Department to sell their home. The Facilitation Agreement must be executed prior to advertising the home for sale through a weighted drawing process.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-1.d.3 Maximum Resale Letter	Move here from Section 5-3, "The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. An official copy will be mailed or hand delivered. A copy can be requested from the Housing Department by email or fax. The Maximum Resale Price shall be the only exchange of value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
5-1.d.4 Facilitation Fee	Move here from Section 5-3, "At the closing of the sale, the seller will pay to the Housing Department a fee equal to two percent (2%) of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion. "	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-3.a b c d Sale and Resale Procedures	Move these sections into 5-1.d (Selling Procedures) this causes Section 5-4 to become 5-3	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-4 Purchase Procedures	Change Section 5-4 to 5-3	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-4.c.1.h (now 5-3.c.h.1) Power of Attorney	Change "will be required" to "may be required".	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
5-4.g (now 5-3.g) Purchase and Sale Agreement	Change the first sentence (correction): "Buyers must sign a Purchase and Sale Agreement within five (5) days of the date of the Buyer Meeting with the Housing Department."	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-2.a.3 Calculation of Rent	Refer to Income Ranges in Section 3.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
6-2.b.1 Occupancy Requirement	Change to: Households shall physically occupy their home full-time at least 80% of the term of their lease.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-3.a.1.a Subsequent Rentals	Remove this section	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
6-3.b Complete Application	Change 6-3.b to 6-3.a.3	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
8 Definitions	Change this Section to "Occupancy and Use"	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
9 Definitions	Add Section 9 and move Definitions here.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
Entire Document	Wherever the Denver-Boulder-Greeley CPI is mentioned change it to the Denver-Aurora-Lakewood CPI	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

Definitions					
	Staff and Housing Authority Board Recommendation	Option 1	Option 2	Option 3	Discussion
Combined Loan to Value (CLTV)	Loan to Value is the ratio of the loan amount to the value of the home. Combined Loan to Value is when a second and/or third mortgage exists and the loan amounts are combined and compared to the value of the home.	Staff and Housing Authority Board Recommendation	Other		
Debt to Income (DTI)	A ratio that compares the amount of debt a household has to the amount of income they make. It is used to analyze the ability of a household to pay their debt.	Staff and Housing Authority Board Recommendation	Other		
Dependent	A child or adult who lives with the household and can be claimed on the tax returns of an adult in the household.	Staff and Housing Authority Board Recommendation	Other		
Qualified Employee	A person who works for a local business in Teton County Wyoming a minimum of 1,560 hours annually (average of 30 hours per week).	Staff and Housing Authority Board Recommendation	Other		
Qualified Household	Households that have applied for housing through the Housing Department, where Housing Department staff deem them as eligible to purchase a restricted housing unit after verification of information, based on the unit's Deed Restriction and the Housing Department Rules and Regulations. Information includes but is not limited to household income, assets, employment, and minimum occupancy requirements.	Staff and Housing Authority Board Recommendation	Other		
Restrictive Covenant	A contract between the Board of County Commissioners or Town of Jackson and the owner of real property developed or designated to ensure the affordability of a housing unit for perpetuity (sometimes referred to as Special Restrictions, Deed Restrictions, or Restrictions)	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
Safe, Decent, Sanitary Housing	Safe Decent Sanitary Housing: Safe, decent sanitary housing means that housing units must be kept in a habitable state fit for human occupancy to protect the physical health and safety of the renter. Landlords must: a. Maintain common areas of the residential unit in a sanitary and reasonably safe condition. b. Maintain electrical systems, gas systems, plumbing, heating and hot and cold water and keep them in working order. c. Unit must be structurally sound, clean, weathertight, in good repair, and meet local building codes in place at time of construction or as required for a change of use, if applicable. d. Maintain other appliances and facilities as specifically contracted in the rental agreement.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	
Teacher	Teacher is defined as any individual who [1] works with individuals age three (3) - twenty-four (24), and [2] whose duties involve classroom or other instruction or other direct educational support, and [3] whose primary employment is at least thirty (30) hours a week for at least nine (9) months per year, but is not employed in that position for at least two (2) months per year.	Staff and Housing Authority Board Recommendation	Keep the Status Quo	Other	

Deed Restrictions, January 2019

	Affordable Ownership	Affordable Rental	ARU	Workforce Ownership	Workforce Rental
Applicability	All non-exempt residential or commercial development	All non-exempt residential or commercial development	Commercial or Residential Voluntary ARU	Workforce Housing FAR Bonus, Section 7.8.4; non-exempt residential or commercial	Workforce Housing FAR Bonus, Section 7.8.4; non-exempt residential or commercial
Rent/Own	Own	Rent (no owner occupancy)	Rent	Own or Rent	Rent (no owner occupancy)
Income/Asset Restrictions	Based on income ranges and asset limits associated with each	Based on income ranges and asset limits associated with each	No	75% household income earned locally	75% household income earned locally
Ownership of Real Estate	Not within 150 miles	Not within 150 miles.	Not within Teton Co., WY	Not within 150 miles	Not within 150 miles
Income Ranges	0 - 50%, 50 - 80%, 80% - 120% of Median Family Income	0 - 50%, 50 - 80%, 80% - 120% of Median Family Income	None	None	None
Income Limit for Tenant Qualification	N/A	<50%, <80%, <120% MFI	None	75% of household income earned locally	75% of household income earned locally
Teton County, WY Employment	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year
Residency Requirement	US Citizen or Lawful Permanent Resident	None	None	US Citizen or Lawful Permanent Resident	None
Occupancy Requirement	10 months/yr	Minimum 80% of lease term.	Minimum 80% of lease term	10 months/yr, 80% of lease term if rental	Minimum 80% of lease term
Vacancy Requirement	N/A	No more than 60 days	No more than 60 days	No more than 60 days	No more than 60 days
Household Qualification	At time of purchase and must continue to be employed full-time	Continuous	Continuous	Continuous	Continuous
Appreciation Restrictions	CPI with max. 3% per year compounded	No measured appreciation	No measured appreciation	CPI with max. 3% per year compounded	No measured appreciation
Sales Process	Weighted Drawing	By Owner	By Owner	Weighted Drawing after initial sale	By Owner
Rental Rate	N/A	Max. 30% of low end of income range	None	None	None
Rental Term	N/A	Not less than 6 months	90 days or more	Approved by Housing Department	Not less than 6 months
Incentive	N/A	N/A	FAR exempt	Workforce Housing FAR Bonus, Section 7.8.4	Workforce Housing FAR Bonus, Section 7.8.4
Requirement	Formula, according to LDR 6.3 - must record a restriction on the unit	Formula, according to LDR 6.3 - must record a restriction on the unit	If gaining FAR - must record a restriction. Commercial only	Formula, according to LDR 6.3. Must record a restrictino on all required and bonus Workforce units.	Formula, according to LDR 6.3. Must record a restrictino on all required and bonus Workforce units.

Teton County & Town of Jackson *Wyoming*



Jackson/Teton County Housing Department Rules and Regulations



June 4, 2018

Prepare by:

CLARION

**Section 8. ~~Section 7. Occupancy and Use Compliance and Exception, Appeal, and Grievance~~
Standards and Procedures**

~~7-4. Grievance Procedure~~

List of Commonly Used Acronyms

Acronym	Full Text
ARU	Accessory Residential Units
AMI	Area Median Income
CC&Rs	Covenants, Conditions, & Restrictions
CPI	Consumer Price Index
HOA	Homeowners Association
HUD	U.S. Department of Housing and Urban Development
JTCHA	Jackson/Teton County Housing Authority
LDRs	Land Development Regulations
MFI	Median Family Income
MRP	Maximum Resale Price
OPP	Original Purchase Price
SF	Square Feet

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SUMMARY OF HOUSING PROGRAMS

The general goal of all housing programs covered by the *Housing Department Rules and Regulations* is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming. The housing programs addressed in the *Housing Department Rules and Regulations* are: Affordable Ownership, Affordable Rental, Workforce Ownership, and Workforce Rental. Legacy programs (including Accessory Residential Units, Attainable units, Employee units, and Employment-based units) are referenced in some properties' deed restrictions, so these *Housing Department Rules and Regulations* also contain the rules that pertain to these programs.

Descriptions of Applicable Programs:

Accessory Residential Units (ARU) – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program. To qualify to rent these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household’s income must be earned from a local business(es). The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.

Affordable – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term. Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index.

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7-4. Grievance Procedure

Attainable – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the *Housing Department Rules and Regulations* still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the *Housing Department Rules and Regulations* are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of 10 months each year. No regualification or future documentation will be required after purchase of the unit.

Employee – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These *Housing Department Rules and Regulations* have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies, ~~and household income is capped at 120% AMI.~~ These units can be converted to condominiums for workforce employers. ~~If the *Housing Department Rules and Regulations* and the restrictions recorded on the deeds of these properties conflict, then the language, requirement, and/or provision of the restrictions shall be applied and followed, not the *Housing Department Rules and Regulations*.~~ Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. Tenants will be required to regualify annually. The units are not allowed to remain vacant in excess of 60 days.

Employment-Based – This is a program that the Town of Jackson initiated to create restricted ownership units for sale to households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town’s LDRs. ~~These units do not have income or asset limits. Qualifying households are required to be employed at least 30 hours per week at a local business and earn 75% of income from employment at a business located in Teton County.~~ Employment-Based units developed after June 4, 2018 will be part of the “Workforce Ownership” program. To qualify to purchase these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the

household's income must be earned from a local business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.

Workforce Housing Programs – This program is divided into “Workforce Rental” units and “Workforce Ownership” units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. They may not own other residential real estate within 150 miles of Teton County, and at least one person in the household must earn 1,560 hours annually from a local business. There is no cap on the original purchase price ~~or the initial rental rate~~. Once an ownership unit is sold, the maximum resale price is restricted to an appreciation cap on the unit as ~~indicated~~~~recorded~~ in the Special Restrictions recorded on the property~~covenants on the deed~~. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. The Housing Department Rules and Regulations apply to these units with respect to qualification rules, livability and minimum/maximum square footage requirements, and resale standards. Owners and tenants will be required to re-qualify annually.

Section 8. ~~Section 7.~~Occupancy and Use Compliance and Exception, Appeal, and Grievance Standards and Procedures

7-4. Grievance Procedure

Deed Restrictions, January 2019

	Affordable Mitigation Ownership	Affordable Mitigation Rental	ARU (Incentive)	Workforce Ownership (Incentive)	Workforce Rental (Incentive)
Applicability	All non-exempt residential or commercial development	All non-exempt residential or commercial development	Commercial or Residential Voluntary ARU	25% Bonus or additional height in UR-PUD	25% Bonus or additional height in UR-PUD
Rent/Own	Own	Rent (no owner occupancy)	Rent	Own or Rent	Rent (no owner occupancy)
Income/Asset Restrictions	Yes	Yes	No	No	No
Ownership of Real Estate	Not within 150 miles	Not within 150 miles.	Not within Teton Co., WY	Not within 150 miles	Not within 150 miles
Income Ranges	0 - 50%, 50 - 80%, 80% - 120% of median income	0 - 50%, 50 - 80%, 80% - 120% of median income	None	None	None
Income Limit for Tenant Qualification	N/A	<50%, <80%, <120%	None	None	None
Teton County, WY Employment	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk - 1,560 hrs per year	Avg 30 hrs/wk and 75% of income from local business	Avg 30 hrs/wk and 75% of income from local business
Residency Requirement	US Citizen or Lawful Permanent Resident	None	None	US Citizen or Lawful Permanent Resident	None
Occupancy Requirement	10 months/yr	Minimum 80% of lease term.	Minimum 80% of lease term	10 months/yr, 80% of lease term if rental	Minimum 80% of lease term
Vacancy Requirement	N/A	No more than 60 days		No more than 60 days	No more than 60 days
Household Qualification	At time of purchase and must continue to be employed full-time	Continuous	Continuous	Continuous	Continuous
Appreciation Restrictions	CPI with max. 3% per year compounded	No measured appreciation	No measured appreciation	CPI with max. 3% per year compounded	No measured appreciation
Sales Process	Weighted Drawing	By Owner	By Owner	Weighted Drawing after initial sale	By Owner
Rental Rate	N/A	Max. 30% of low end of income range	None	None	None
Rental Term	N/A	Not less than 6 months	90 days or more	Not less than 31 days	Not less than 6 months
Incentive	N/A	N/A	FAR exempt	Height in UR-PUD & FAR exempt	Height in UR-PUD and FAR exempt
Requirement	Formula, according to LDR 6.3 - Restriction	Formula, depending on use (LDR 6.3) - Restriction	If gaining from providing - needs Restriction. Commercial only	Restriction	Restriction

SECTION 1. PURPOSE AND GENERAL GOALS

1-1. Purpose

The Jackson/Teton County Affordable Housing Department (“Housing Department”) was created by Teton County, Wyoming and the Town of Jackson, Wyoming on March 14, 2016 Town Resolution 16-04 and County Resolution 16-008. The purpose of these *Housing Department Rules and Regulations* (“Housing Rules”) is to provide comprehensive and consistent provisions that apply to housing units created through the Town or County established housing programs and/or administered by the joint Town of Jackson/Teton County Housing Department (hereafter “Housing Department”).

The Housing Department Rules and Regulations were formerly known as the “Guidelines.” When the Housing Guidelines are referenced in documents promulgated prior to the adoption of the 2018 Housing Department Rules and Regulations, the reference of guidelines refers to these Housing Department Rules and Regulations.

a. Applicability

1. Subject to Provisions that are Unique to Specific Program

Each housing program covered in these *Housing Department Rules and Regulations* is subject to provisions that are unique to that program as indicated in these *Housing Department Rules and Regulations*.

2. Subject to Provisions of the Restrictions Recorded on the Property

Restricted housing units are subject to individual deed restrictions, special restrictions, or ground leases, (collectively “restrictions”) which may have additional requirements or provisions. If the *Housing Department Rules and Regulations* and the restrictions conflict, then the language, requirement, and/or provision of the Restrictions shall be applied and followed, not the *Housing Department Rules and Regulations*. The Restrictions recorded on the property supersede any inconsistency in these *Housing Department Rules and Regulations*.

3. Subject to Federal Fair Housing Law (The Fair Housing Amendments Act of 1988)

The Housing Department recognizes that the Office of Fair Housing and Equal Opportunity administers and enforces federal laws and establishes policies that ensure that all Americans have equal access to the housing of their choice. The Housing Department does business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988).

a. Discrimination

It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, or in the appraisal of housing.

1. Filing a Complaint

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination to the HUD Housing Discrimination Hotline, 1-800-669-9777 (Toll Free), or the TDD line for the hearing impaired, 1-800-927-9275.

b. Blockbusting

Blockbusting is also prohibited. Blockbusting is the practice of illegally frightening homeowners by telling them that people who are members of a particular race, religion, or national origin are moving into their neighborhood and that they should expect a decline in the value of their property. The purpose of this scheme is to get the homeowners to sell at a deflated price.

4. Disclaimer

The Jackson/Teton County Affordable Housing Department (“Housing Department”) expressly disclaims any and all warranties, express or implied, including without limitation fitness for a particular purpose with respect to the provision of restricted housing units. The Housing Department does not represent, warrant, or promise to construct, finance, or otherwise produce, in whole or in part, any restricted housing units pursuant to these *Housing Department Rules and Regulations* or under any other programs. No applicant may rely upon any promise implied or expressed that restricted housing units shall be constructed, financed, or otherwise produced, in whole or in part, by the Housing Department. In no event shall the Housing Department be liable to any

applicant for any direct, indirect, incidental, punitive, or consequential damage of any kind whatsoever, including without limitation lost profits, lost sales, lost business, lost opportunity, lost information, lost or wasted time. None of the information contained in these *Housing Department Rules and Regulations* constitutes an offer to sell or the solicitation of an offer to buy a restricted housing unit.

1-2. General Policy Goals

The general goal of all housing programs covered by these *Housing Department Rules and Regulations* is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming, which includes the Affordable, Attainable, Employee, Employment-Based, Accessory Residential Unit, and Workforce housing programs. This is accomplished by regulating the occupancy, use, sale and/or rental of the restricted housing units covered by the *Housing Department Rules and Regulations* to qualified households as defined herein.

a. Promoting Economic and Social Diversity

Certain housing programs also limit initial eligibility of qualified households based on financial means criteria, which may include both household income and household net assets. Such financial qualifying factors promote economic and social diversity within the Jackson Hole community.

b. Ensuring Long-Term Affordability

Many of the restricted housing units covered by these *Housing Department Rules and Regulations* are subject to price limitations for sale, resale and/or rental. These limitations are intended to ensure affordability for both the current household occupying the restricted housing unit and to ensure the long-term affordability of the restricted housing unit.

c. Providing Housing for the Local Workforce

Minimum occupancy requirements apply to all restricted housing units to ensure that the unit meets the community's goals of providing housing for the local workforce by maximizing the space and filling the bedrooms, and to ensure that the restricted housing unit does not serve as a second home.

d. Providing Fair and Consistent Administration

These *Housing Department Rules and Regulations* are intended to provide clear, fair, and consistent administration of the housing programs to which they apply. It is recognized that there are individual households or restricted housing units that may not fit clearly into the specific provisions of the *Housing Department Rules and Regulations*, but still meet these general policy goals. For these cases, exception, appeal, and grievance processes have been included in Section 7: Compliance and Exception, Appeal, and Grievance Standards and Procedures.

1-3. Relationship to Land Development Regulations

The Town of Jackson and Teton County Land Development Regulations (LDRs) set out standards for the development and use of land within each jurisdiction. The LDRs include requirements for certain developments to provide affordable housing or fees to offset the additional housing need that the developments create. Specific programs address different types of development. The Planning Department of each jurisdiction reviews development applications to check for compliance with the LDRs.

These *Housing Department Rules and Regulations* impose additional requirements on the developers of any type of restricted housing units. The Housing Department reviews compliance with these *Housing Department Rules and Regulations*, both prior to development and during occupancy and use.

a. Standards Applicable Under LDRs versus Housing Department Rules and Regulations

Generally, the LDRs address any provisions that must be met during the development approval phase, while the *Housing Department Rules and Regulations* address provisions that ensure proper use and maintenance of the restricted housing units throughout their lifetime.

LDR Provisions	Housing Department Rules and Regulations Provisions
Rental/Sale Mix (required mix of units)	Livability Standards (Interior)
Occupancy Standards	Dormitory Livability Standards

LDR Provisions	Housing Department Rules and Regulations Provisions
Distribution of Income Categories	Livability Requirements for Conversion of Existing Housing Stock
Requirements for Fees in Lieu	Restrictive Covenant Form and Process
Requirements for Conveyance of Land or Conversion of Existing Housing Stock	Sale/Rental Standards and Procedures including Qualification and Eligibility for Each Program
Procedure for Banking Credits	Compliance with Housing Department Rules and Regulations.
Phasing Plan	<u>Compliance with Restrictive Covenants</u>
Mix by Number of Bedrooms	

b. References Retained for Convenience

All references to the LDRs in these *Housing Department Rules and Regulations* are for convenience and are not a part of the *Housing Department Rules and Regulations*.

SECTION 2. HOUSING DEVELOPMENT STANDARDS AND PROCEDURES

2-1. Purpose

The Jackson/Teton County Comprehensive Plan lists three common community values, one of which is quality of life. One of the ways called out to achieve quality of life is through local workforce housing. With regards to workforce housing, the Comprehensive Plan includes the four following principles:

1. Maintain a diverse population by providing workforce housing
2. Strategically locate a variety of housing types
3. Reduce the shortage of housing that is affordable to the workforce
4. Use a balanced set of tools to meet our housing goal

The Town of Jackson and Teton County have several tools to increase the amount of housing that is affordable to the workforce. One of these tools is the requirement and/or incentive in the LDRs for residential and non-residential development to provide permanently restricted workforce housing. This housing represents a substantial and long-term public investment. As such, it is imperative the restricted housing produced be livable and of good quality.

This section, Housing Development Standards and Procedures, is meant to provide guidance to the prospective developers of restricted housing units. Subsection 2-2 lays out the requirements of the Housing Mitigation Plan, which is reviewed by both the Planning Department and the Housing Department. Subsection 2-3 sets out the Livability Standards, which are under the Housing Department's purview.

a. Applicability

This Section applies to all developments subject to Division 6.3 ~~and Division 7.4~~ of the County LDRs and Division 6.3 ~~and Division 7.4~~ of the Town LDRs. It also applies to any restricted housing units not required through the LDRs that are presented to the Board of County Commissioners or Town Council in development applications.

b. General Policy Goals

1. Inform Developers of Standards and Procedures

These Housing Development Standards and Procedures inform prospective developers of the standards and guidelines for construction and sale of restricted housing units, as required by the LDRs and the *Housing Department Rules and Regulations*.

2. Provide Fair and Consistent Implementation of Standards and Procedures

These Housing Development Standards and Procedures help the Housing Department implement policies of the LDRs and the *Housing Department Rules and Regulations* in a fair and consistent manner.

2-2. Housing Mitigation Plan

A Housing Mitigation Plan for each project shall be submitted according to the provisions of the Teton County and Town of Jackson LDRs [See Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~]. A packet with a checklist for a Housing Mitigation Plan can be obtained through the Housing Department or the Town or County Planning Departments.

a. Procedures

1. Consultation with Applicant (Optional)

Applicants may meet with Housing Department staff prior to submitting a Housing Mitigation Plan. Although this step is not required, it is often helpful for the applicant and the Housing Department staff to discuss the development proposal and how it meets the LDRs and *Housing Department Rules and Regulations*.

2. Review

Applications for development that have been submitted to the Town or County Planning and/or Building Departments are reviewed by the Housing Department for compliance with these Housing Department Rules and Regulations.

3. Streamlined Applications

Applications that have housing units required that are allowed to go directly to building permit are required to get their units approved by the Housing Department prior to submitting for building permit.

b. Content

The Housing Mitigation Plan contains some provisions that fall under the purview of the Planning Department, while others fall under the purview of the Housing Department. Specifically, the Housing Department oversees the Livability Standards. Specifically, the Housing Department oversees the maximum unit size. Developers should refer to the LDRs for requirements such as the mitigation methods, the mix of units by number of bedrooms and the mix of units by affordability ranges.

1. Mitigation Method

See Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~.

2. Requirement Calculation

See Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~.

3. Fee Calculations

If the developer proposes Fees In-Lieu as the preferred form of mitigation, the developer shall submit the proposed amount with a Final Development Plan.

The Housing Planning Department shall update the fees in-lieu for the restricted housing units on an annual basis effective April 1 or within 30 days of HUD publishing updated annual median income data. Fees in-lieu figures are available at the Housing Department office or on the Housing Department website Planning Department.

4. Unit Descriptions

a. Unit Size

There is no minimum or maximum unit size based on square footage. Size by bedroom mix is located in the LDRs.

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b. Rental/Sale Mix

As part of the Housing Mitigation Plan, the developer shall state which units are intended as rentals and which are intended as ownership in accordance with the LDRs (See Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~).

c. Mix of Units by Number of Bedrooms

The intent of the restricted housing programs is to provide a variety of unit types to meet the housing needs of our diverse workforce. The Town and County LDRs set out the specific occupational requirements for housing units. The mix of units by number of bedrooms in each unit is also determined by the Town and County LDRs.

d. Distribution of Income ~~Categories Ranges~~

See Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~.

5. Special Restriction Form and Process

A Special Restriction is a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to satisfy the Town or County LDRs. It also applies to other restricted housing units that will be administered by the Housing Department. Special Restrictions shall keep the restricted housing units affordable in perpetuity and provide proper notification of this obligation to subsequent buyers or other interested parties. (See Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~).

a. Requirement

The developer shall record Special Restrictions in the public land records for the subject property prior to the issuance of a Certificate of Occupancy by the County or Town.

b. Process

The Housing Department shall prepare special restrictions according to the process below. Restrictive covenant templates are available from the Housing Department or the Housing Department website.

1. Special Restriction Information Sheet

The developer shall complete the “Special Restriction Information Sheet” and submit to the Housing Department. This form is found at the Housing Department website, or at the Housing Department offices.

There are ~~four~~five types of restrictions, Workforce Ownership, Workforce Rental, Affordable Ownership, and Affordable Rental, ~~and ARU.~~

2. Preparation of Special Restriction

The Housing Department will prepare the special restriction and provide the document to the developer for review via email or other delivery method.

3. Review

Once reviewed by the developer for accuracy, the Housing Department and the developer (“declarant”) will sign the special restriction and deliver to the County or Town for the required signature.

4. Developer Responsibilities

The developer is responsible for signing the special restriction, recording the special restriction with the Teton County Clerk, and paying for the recording fees, ~~providing the County or Town Planning Department with a copy of the recorded document, The and returning the~~ original restriction will be returned to the Jackson/Teton County Housing Department office. The Housing Department ~~shall~~ may at their discretion witness the recording.

5. Modification/Amendment

The developer shall not make modifications to the special restrictions with the exception that when an alternate housing program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Board of County Commissioners, ~~agreed to in writing by the Housing Department.~~ The developer or owner may be responsible for any legal costs to amend a restrictive covenant.

2-3. Livability Standards

To meet the community's goals of providing working families a viable choice of housing, to protect social diversity, and to contribute to economic stability, the LDRs and the *Housing Department Rules and Regulations* require that restricted housing units are designed to provide adequate size, building and site design, and finishings to serve future tenants. These are all criteria in the Housing Department's decisions as to whether a development meets the goals of the LDRs and the *Housing Department Rules and Regulations*. For additional construction standards, see Teton County Land Development Regulations: Divisions ~~6.3 and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~.

a. Process

These Livability Standards are associated with interior components of the units, functionality, light, and outdoor space. Review by the Housing Department will be completed during the planning process and at time of building permit. It is encouraged that applicants review restricted housing unit designs with the Housing Department early in the design process.

Restricted housing units will also be subject to Planning Department review, as some livability standards are requirements of the LDRs (See Teton County Land Development Regulations: Divisions 6.3 ~~and 7.4~~ or Town of Jackson Land Development Regulations: Divisions ~~6.3 and 7.4~~).

b. Intent

The livability standards in the LDRs do not include minimum size requirements for units. To ensure functionality of units regardless of size, these Livability Standards have been adopted. The Housing Department may consider flexibility within these standards as long as the intent of functionality is being met. All building, plumbing, electrical, and fire code requirements are still required to be met. These standards do not supersede other requirements.

Restricted housing units are expected to be designed with logical and functional room layout. This includes adequate space for normal living based on two (2) persons per one-bedroom unit, three (3) persons per two-bedroom unit, and four (4) persons per three-bedroom unit and adequate circulation pathways through the unit based on a reasonable furniture configuration.

The standards contained in this document provide minimum requirements for specific items and are not intended to be "build to" specifications.

1. Exceptions

Applicants may request approval of components that don't conform to these Livability Standards by completing the "Request for Exception" form. The request must include a detailed explanation of why the applicant wishes to diverge from these Livability Standards, and how the proposed difference is meeting the intent of these Livability Standards. Detailed drawings of what is being proposed shall also be submitted (See Section 7-3)

c. Acceptance of Restricted Housing Units

Proposed floor plans will be reviewed by the Housing Department at time of Sketch Plan submittal, Final Development Plan submittal and/or other permit submittal. Proposed unit designs and components must be approved by the Housing Department prior to submittal for building permit. The Housing Department will inspect all restricted units before certificate of occupancy to ensure that the unit is built according to the approved designs.

d. Standards for Restricted Units

1. Kitchen

a. Cabinets

All units shall have kitchen cabinet or other storage area (such as a pantry) proportionate to unit size that, at a minimum, meet the required space listing in the table below. A stove/oven may not be used to meet cabinet requirements, and no more than two cabinet spaces less than one foot in width may be used to meet cabinet requirements.

Unit Size	Lineal Ft of Base Cabinets*	Lineal ft of Upper Cabinets*
Efficiency/studio/one-bedroom < 475 SF	4	4
One bedroom > 475 SF	5	5
Two bedrooms	6	6
Three bedrooms or more	7	7

*Assumes standard 24" depth and 26" height for base cabinets and 12" depth and 30" height for upper cabinets.

Note that additional kitchen storage beyond the minimum is desirable. In some cases, additional cabinetry is provided as either base or upper cabinets and credit is

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requested to reduce cabinetry elsewhere. Requests to storage requirements will be considered as an exception to be approved by the Housing Department.

b. Countertops

The surface of countertops shall be made of new, durable, easily cleaned materials that are commonly used for countertops. One, two and three bedroom units must provide a minimum 3 feet of continuous countertop work space not including interior corner space.

c. Appliances

1. Table of Appliance Specifications

The following table specifies minimum appliance requirements.

Unit Size	Sink width*	Range/oven width*	Refrigerator cubic feet*	Dishwasher*
Studio/One bedroom < 475 SF	24"	24"	18	18"
One bedroom >475 SF	30"	30"	25	24"
Two bedroom	32"	30"	30	24"
Three bedrooms or more	32"	30"	30	24"

*Minimum Size

2. Quality and Warranty

All appliances shall be new, Energy Star, and UL (Underwriters Laboratories Standards for Safety) listed, and approved appliances. Documentation of the estimated reliability of proposed appliances, such as Consumer Report ratings, should be provided. Appliances must be of sound quality with the following minimum warranties:

i. Range or Stove and Oven

One-year minimum warranty. All major appliances used for surface cooking must have a ventilation system that meets code (typically, a fan rated at a minimum of 150 CFM).

ii. Refrigerator

One-year minimum warranty on the entire appliance.

iii. Dishwasher

One-year minimum warranty on the entire appliance.

iv. Garbage Disposal

If provided in the market rate units, all restricted ownership units shall include a garbage disposal each with a one-year minimum warranty on the entire appliance.

v. Microwaves and other small appliances are optional.

2. Bathrooms

At least one full bathroom is required and must contain a bathtub with shower, sink, toilet, and a minimum of four (4) square feet of storage. Flexibility is allowed as to how the storage is provided and will be approved by the Housing Department

3. Closets and Storage Areas

Adequate storage is essential to providing livable housing. For safety reasons, mechanical rooms should be separate from any storage space and to ensure usable storage space should not open into storage space. All closets and storage areas should have a minimum 7.5' height except those under stairs which can include sloping ceilings down to 6' height unless it is not being counted toward the requirement. All dimensions shall be calculated from the finish trim dimension.

a. Table of Minimum Storage Dimensions

Unit Size	Bedroom closet width	Linen closet* width	Additional storage square feet
Studio/one-bedroom < 475 SF	6 feet	24 inches	25 square feet
One-bedroom > 475 SF	6 feet	30 inches	30 square feet
Two-bedroom	6 feet	30 inches	40 square feet
Three-bedroom or more	6 feet	36 inches	50 square feet

d. Other Storage Standards

1. Closet depth must be 26 inches.
2. Bedrooms must each contain a closet that includes one shelf over a rod.
3. Entryway closets are not a requirement. If an entryway closet is not provided that will adequately store coats and shoes/boots for one person in a studio, two persons in a one-bedroom, three persons in a two-bedroom and four persons in a three-bedroom, then an area for hanging/storing coats and shoes/boots near the entryway is required that will adequately provide for the same persons per unit.

4. In addition to bedroom, linen and entryway storage, additional storage must be provided. Locations may include the basement, garage, exterior to the unit or interior to the unit. The intent of this storage is to provide space for large or outdoor items such as bicycles, strollers, recreational gear, etc. If appliances are located in this area, their footprint cannot be counted toward square footage of storage and must be approved by the Housing Department.
5. Closet and storage doors must be sliding doors, folding doors, or doors that open outwards to allow for access to space. Doors are not required on interior storage. Closets and storage space may not have any other doors opening into the space.

4. Floor Coverings

New carpet, wood, tile, vinyl or linoleum floor covering shall be provided, with a minimum 10-year warranty. New water resistant floor covering other than carpet is required in kitchens and bathrooms. Floor coverings are required on all subfloor material with the exception that concrete can be used as flooring material.

5. Room Sizes and Shapes

All units must include appropriate and adequate room sizes and room shapes (generally rectilinear) that allow for functional furniture placement. Minimum sizes should be measured at the narrowest point in the room. Where any room such as the dining room is adjacent to the kitchen area, a 3' wide buffer between all kitchen cabinets, appliances and work spaces may not be included in the minimum room calculation. All dimensions shall be calculated from the finish trim dimension.

It is highly recommended that room dimensions include an additional 1-2" as a margin of error to accommodate discrepancies in the framing and finish.

a. Minimum Room Size

Unit Size	Minimum Square Feet
Studio/One-bedroom <475 SF	100 SF
One-bedroom	120 SF
Two-bedroom	180 SF
Three-bedroom or more	200 SF

e. Bedrooms

The first bedroom shall be a minimum of 120 square feet. Additional bedrooms shall be a minimum of 90 square feet. No bedroom shall have a finish dimension less than nine feet (9'0).

f. Living/Dining Rooms

Living/Dining Rooms shall provide the following minimum dimensions with no dimension less than ten feet (10'0).

Connections and openings, circulation to and through, and exterior doors and windows shall not compromise the ability to furnish the living/dining area. Furniture layouts shall be used to set critical room dimensions. There shall be a minimum of one layout that is possible that will seat every household member assuming one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom and at least one seven-foot sofa, space for side tables, and ample leg room. Mechanical features, such as fuse boxes, shall not be visible or a central feature in the living area.

The eating/dining area may be in a separate room, part of a combined living/dining area, or in the kitchen provided a 3' wide buffer between all kitchen cabinets, appliances and work spaces is not included in the minimum room calculation and a table and chairs (minimum 2 chairs – 4 chairs for two-bedroom or larger) can be shown to fit into the space without blocking circulation or doorways. A countertop eating area a minimum of 12" deep and 36" in length may be an acceptable alternative for units with less than two-bedrooms.

g. Studios and One-Bedrooms less than 475 square feet

All units must include appropriate room shapes (generally rectilinear) that allow for functional furniture placement including a sleeping area that will accommodate a twin bed, a living area that can accommodate a 6' sofa, and a cooking eating area (table or island) that will accommodate two persons/chairs or stools. Furniture layouts shall be used to set critical room dimensions that include room for circulation.

6. Windows/Noise Mitigation

All living areas and bedrooms shall have a minimum of one window that can be opened.

Housing units that share walls with other residential or non-residential spaces must provide noise mitigation in walls, floors and ceilings for both airborne and impact sound.

All windows in rental units that have locations where pedestrians or passersby can see directly into the window must provide window shades or coverings that open from the top down to allow partial closing that provides privacy but also allows for the maximum amount of natural light to enter the unit and for ventilation.

For developments that propose affordable units facing on and within 100 yards of roadways with allowable speeds in excess of 35 miles per hour or other types of industrial or other noise must have windows facing these conditions that meet a 32 Sound Transmission Class (STC) rating standard for noise mitigation or greater.

7. Laundry

Restricted ownership units shall include washer/dryer hookups.

8. Heating and Hot Water

Furnaces, boilers, or hot water heaters provided must have a 5-year minimum warranty. Hot water heaters must be appropriately sized to adequately serve the number of anticipated occupants based on one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom.

Heating mechanical units may not be located on any patio or deck used to meet open space requirements or interior to the unit in a way that reduces usable floor area.

9. Other Design Features

The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:

- 1 Built-in storage space such as drawers under beds, stairs, etc.
2. Creative shelving in dead space
3. Washer/Dryer or communal laundry area in rental units
4. Extra storage for recreational equipment
5. Additional closet space
6. Additional cabinetry

e. Standards for Dormitories

General livability standards (Section 2-3: Livability Standards) will apply except when these dormitory standards differ. There shall be a minimum of 150 square feet net livable floor area per person, including sleeping, bathroom, kitchen, and lounge space. Net livable floor area shall not include interior or exterior hallways, parking, patios, decks, laundry rooms, mechanical areas, and storage.

1. Bathroom

At least one bathroom shall be provided for shared use by no more than four persons, containing at least one toilet, one sink, one bathtub with a shower, and a total area of at least 60 habitable square feet.

2. Kitchen Facility

A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Housing Department's approval and determination that the facilities are adequate in size to service the number of persons using the facility.

Provide seating at a table or bar area for each person proposed to use the facility. The kitchen must have a range with a minimum of 4 burners and an oven. A refrigerator at least 5 cubic feet per person proposed to use the dorm. Each unit must have a minimum of 7 lineal feet of base cabinets and upper cabinets. Each unit shall have a kitchen sink at least 31 inches wide.

3. Storage Space

Each unit occupant shall be provided at least 20 net square feet of enclosed storage space located within, or in close proximity to, the unit. This is in addition to the required 150 square feet of net livable floor area of living space per person.

4. Occupancy

A dormitory unit shall not be occupied by more than eight persons.

5. Variances

At its discretion, Housing Department staff may allow a variance to the requirement of 150 square feet. To receive approval for a variance, an applicant shall provide a minimum of 60 square feet of sleeping area per person and meet conditions 1- 4, listed above.

f. Standards for Conversions of Existing Housing Stock

If existing unrestricted housing is offered and accepted by the Town of Jackson or Teton County, as adequate to meet an affordable housing requirement, the existing units must be upgraded in accordance with the following standards, unless a variance from these requirements is approved by the Planning Department of the Town or County.

Applicants shall bear the costs of any required upgrades to meet the standards, as listed below. Applicants will also be responsible for any structural/engineering reports requested by the Housing Department to assess compliance with the Housing Department standards of the proposed units.

1. Standards

1. All units must be freshly painted;
2. All appliances must be purchased within the last five years and be in good condition and in working order. Evidence must be provided to verify the appliance was purchased within the last five years;
3. New carpet shall be provided (unless carpet has been purchased in the last five years and is in good condition and repair). Evidence must be provided to verify the carpet was installed within the last five years;
4. The exterior walls shall be freshly painted within one year of dedication, a general level of upgrade to yards and landscaping shall be provided, and windows, heating, plumbing, and electrical systems, fixtures and equipment shall be in good condition and working order;
5. For ownership units, the roof must have a remaining useful life of at least ten (10) years. Evidence must be provided to verify this; and
6. The unit shall meet Uniform Building Code minimum standards, as well as any applicable housing code.
7. See Section 6.3 of the LDRs for other existing housing stock requirements.

2. Compliance with Section 2-3 Livability Standards

- ~~7.~~ It is recognized that use of existing housing stock makes it more difficult for units to be in compliance with Section 2-3 Livability Standards. The Housing Department will

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inspect the unit prior to approval to analyze the unit based on the Livability Standards. Flexibility will be allowed according to Section 2-3.d.9 at the sole discretion of the Housing Department.

SECTION 3. QUALIFICATION AND ELIGIBILITY

3-1. General Descriptions

Each housing program described in these *Housing Department Rules and Regulations* is evaluated on two levels to determine the requirements of occupants and/or owners to purchase and/or occupy the housing unit in question; the two levels of evaluation are herein referred to as qualification and eligibility.

a. Qualification

Qualification is the most general and applies to all housing programs.

b. Eligibility

Eligibility refers to additional requirements specific to a particular restricted housing unit or program.

3-2. Qualification

To be considered a qualified household under these *Housing Department Rules and Regulations*, all of the following criteria must be met prior to the time of closing:

a. Employment Requirement

At least one member of the household must fit one of the following categories:

1. Employed in Teton County

Be employed at a local business or organization located in Teton County an average of at least thirty (30) hours per week or 1,560 hours ~~in a calendar year annually, or For~~ purchases outside of a Weighted Drawing, the household can be under contract for employment at a local business or organization located in Teton County, Wyoming, where such contract commences employment before move-in or closing on a restricted

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housing unit, and the employment will be for a minimum of 30 hours per week or 1560 hours per year. For teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.

a. Self-Employed

If self-employed, hours of work must be documented to substantiate meeting the 30-hour per week / 1560 hours per year requirement. Since self-employment is often unique, different methods of verification may be used. Reasonable annual income is the first method that will be reviewed. Other methods may include verification from vendors, employees, or other applicable methods.

2. Employment Exemptions

a. Military Service

Active military service in the U.S. Armed Services counts as employment in Teton County, Wyoming if that member of the household met employment criteria in Teton County, Wyoming for a minimum of two years prior to enlisting.

b. Disabled

An individual who is defined as disabled and is unable to be gainfully employed due to the disability meets the employment qualifications for housing in Teton County if the individual has a minimum of one (1) year of full-time residency in Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.

c. Caregiver

Work as a caregiver counts as an employment exemption if the following criteria are met:

1. Full-time Resident

The caregiver is a full-time resident of Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.

2. Duration and Timing of Caregiving

The caregiver was or is volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and, therefore, was unable to gain full-time employment in Teton County.

Verification will be required using varying methods including but not limited

to birth certificates, letter from health provider, and affidavits from family members or neighbors.

d. Secondary School Attendance

Secondary education counts as an employment exemption if other employment criteria were met in Teton County, Wyoming at least two (2) years immediately prior to seeking secondary education.

e. Hospitalization

Hospitalization counts as an employment exemption if the hospitalized member of the household worked in Teton County, Wyoming at least two (2) years immediately prior to becoming hospitalized.

b. Citizenship

At least one (1) member of the household must be a U.S. Citizen or be hold a Lawful Permanent Residency card in the United States in order to qualify to purchase a restricted housing unit.

c. Age

At least one (1) member of the household must be eighteen (18) years of age.

d. Financial Ability

The Household must qualify without a cosigner for a loan through an institutional lender to purchase a restricted housing unit.

1. Contingencies

Any contingencies on lender's qualification may be a cause for the Housing Department to deny qualification to the household. If a contingency requires the household to sell a home prior to the purchase of a restricted housing unit, it will be disclosed to the seller, and the seller will have the option to deny going under contract with the selected household.

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2. Disclosure of Financial Gifts

Financial gifts received by the household must be disclosed to the Housing Department and will be counted toward household net assets. A letter from the gift or certifying the gift and the amount of the gift will be required.

3. Use of Retirement Savings for Down Payment

Down payment funds that are withdrawn from retirement accounts will be counted toward household net assets.

4. Qualified Mortgages

All liens that encumber the property must be 'qualified mortgages' made by a 'qualified mortgagee' or will not be secured by the property (See ~~00Section 8: section 9. Definitions~~~~section 9. Definitions~~~~Definitions~~).

~~e. Occupancy~~

~~The Household must occupy the restricted housing unit as its primary residence for a minimum of 10 months out of a calendar year and in accordance with the restrictions recorded on the property.~~

~~1. Leave of Absence~~

~~The Housing Manager of the Housing Department may grant a one (1) year leave of absence if the household submits a "Request for Leave of Absence" form, along with the coinciding fee.~~

~~2. Attainable Housing Program Exception~~

~~Attainable housing units allow owners to rent a room in their home as long as the owner still occupies the units on a substantially full time basis (9 months per year as required by their restriction).~~

3-3. Eligibility

Households may be required to meet one or all of the following eligibility criteria to be eligible to purchase, rent and / or occupy a housing unit. The restriction on the housing unit and / or the specific housing program will determine if additional eligibility requirements apply.

a. Household Income

Eligibility Criteria differs between units that are targeted to different affordability ranges. The “Household Income and Asset Chart” that sets income and asset requirements is updated annually and published on the Housing Department website. It can also be obtained from the Housing Department.

1. Affordability Ranges

Below are the affordability ranges based on percentage of Median Family Income (MFI) as calculated by the U.S. Department of Housing and Urban Development (HUD). Legacy units restricted prior to 2018 adoption of Housing Mitigation Standards in the LDRs used different “income categories.” These income categories will still apply to legacy units that set out these income categories in the unit’s restrictive covenants.

a. Affordable and Affordable Rental

Legacy Units developed prior to 2018 adoption of Housing Mitigation Standards

0 – 80%	<u>Category 1</u>
80% – 100%	<u>Category 2</u>
100% – 120%	<u>Category 3</u>
120% – 140%	<u>Category 4</u>
140% – 175%	<u>Category 5</u>
175% – 200%	<u>Category 6</u>

Rental units developed after 2018 adoption of Housing Mitigation Standards

0 – 50%
50% – 80%
80% – 120%
≥120% – 200%

Ownership units developed after 2018 adoption of Housing Mitigation Standards

—50% - 80%
80% – 120%

~~—————~~ **>120%—200%**

b. Legacy Attainable Units

Category 2 = <=120%

Category 3 = <=140%

Category 4 = <=175%

c. Employee

Legacy Units developed prior to 2018 adoption of Housing Mitigation Standards

Households are eligible for these Employee housing units if they make up to 120% MFI. If this is inconsistent with the deed restriction recorded on the particular Employee Housing Unit, the deed restriction shall supersede these *Housing Department Rules and Regulations*.

d. Employment-Based

There is no income eligibility for Employment-Based units. However, at least 75% of the household's combined income must be earned from a business or organization located in Teton County continuously during ownership. If one (1) person in the household is at the age the Social Security Administration allows a person to begin receiving Social Security, their income will no longer be used to calculate the 75% of household income from a local business.

e. Workforce Housing Program

There is no income eligibility for Workforce housing units. However, at least 75% of the household's combined income must be earned from a business or organization located in Teton County continuously during ownership. If one (1) person in the household is at the age the Social Security Administration allows a person to begin receiving Social Security, their income will no longer be used to calculate the 75% of household income from a local business.

f. Other Restricted Housing Units

Income eligibility for other restricted housing units may be set out in restrictive covenants that apply to the particular restricted housing unit.

2. Calculation of Income

Household income is based on the current income earned by all intended adult occupants of the restricted housing unit at estimated closing date and is calculated by the Housing Department using the current household income to estimate an annual (12 month) income basis. W-2 earners who have inconsistent incomes and have the same jobs as prior years will have their income averaged over three (3) years or less if less than three (3) years were worked. Households must use their current income and may not make changes or adjustments to earnings in order to fit into a category. Any changes to income must be given to the Housing Department prior to the initiation of a weighted drawing process in order to be eligible to enter the weighted drawing.

a. College-Aged Children

The income of adult children who are members of the household and who are attending college will not be counted.

b. Business Income

~~Business income of a qualifying Household is calculated using an average of the last three (3) years of income on the business' tax returns. A year to date profit and loss determination will also be used to calculate business income, along with a current balance sheet. If the business has not been operating for three (3) years, the Housing Department will average income over the time the business has been operating.~~

Gross income is used minus cash expenses.

Businesses that do not have 2 full prior years of income:

1. Tax returns are used to get gross income earned in the first year of business minus cash expenses (if taxes have not been paid, the Profit and Loss will be used for that year to get gross income minus cash expenses). The gross income will be divided by the number of months the business was operating during that year. That number will be multiplied by 12 to get one year of income for the first year.
2. If the business has a full year of income in the second year of operation, the tax returns will be used to get gross income minus cash expenses. This will be the income for the second year.
3. If there is no income for the current year. The first and second years will be averaged.

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4. If there is income for the current year, the Year to Date (YTD) Profit and Loss will be used to get gross income minus cash expenses. The gross income will be divided by the number of months to date in the current year. That number will be multiplied by 12 to get one year of income for the current year.
5. The current year will then be averaged with the past year(s).
6. If there is only the current year, the current year number will be used.

Businesses that have 2 full prior years of income:

1. Tax returns will be used for each of the 2 prior years.
2. The gross income minus cash expenses for each year will be used.
3. For the current year, the YTD Profit and Loss will be used. The gross income minus cash expenses divided by the number of months to date in the current year to get average monthly income. The average monthly income will be multiplied by 12 to get one year of income for the current year.
4. The current year will be averaged with the 2 prior years.
5. If there is no income for the current year, Step 1 will be used to calculate for 3 prior years and the 3 prior years will be averaged.
6. If the third prior year is the first year the business was operating, tax returns will be used to get gross income minus cash expenses. The gross income will be divided by the number of months the business was operating in that year to get average monthly income. Average monthly income will be multiplied by 12 to get one full year for the first year in business.

Seasonal Businesses:

1. The steps above will be used to get average monthly income. The average monthly income will be multiplied by 12 to get one full year of income.

c. Household Members

All individuals who are intending to occupy the unit must be included on the application. All ~~adults who are not attending college~~adults not attending college and/or age 25 or higher must include income and assets on the application. For Affordable units ~~No~~ adults not listed on the application may not reside in the home within the first year and without prior approval from the Housing Department. For Workforce units, additional adults may reside in the home at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without ~~adding any/all~~ adult occupants (other than approved renters) signing an Occupancy

Agreement to title. For Affordable units, divorces must be finalized prior to closing on the home. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.

b. Household Net Assets

Eligibility for some restricted housing units is also based on a qualifying household's net assets.

1. Calculation of Net Assets

Household net assets include the value of all assets over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts unless money will be withdrawn to be used as a down payment or closing costs, business assets are limited to liquid assets.

Total household net assets shall not exceed two times the four-person household Income requirement for the income category of the housing unit. All household members' shares of liquid business assets shall be included in determination of total household net assets. Net assets of all household members shall be combined in determination of total household net assets. See the "Household Income and Asset Chart" for net asset thresholds, which is updated annually and published on the Housing Department website. A copy may be obtained from the Housing Department.

Rental units do not have asset limits.

2. Ownership of Real Property

a. Ownership at Time of Application:

At the time of application, a Household may own other undeveloped or developed residential or commercial property. The fair market value of such property will be taken into consideration when determining household net assets. A price opinion using a market analysis will be obtained by the Housing Department through a local real estate firm within thirty (30) days from the date of submittal of an application for a restricted housing unit to determine fair market value of the other undeveloped or developed property. The owner of the property will be solely responsible to pay for the price opinion in conjunction with submittal of the Housing Department Application.

1. Ownership of Commercial Property

A household will be able to maintain ownership of commercial property.

2. Designation of Mobile Homes

Mobile homes situated in a mobile home park or on other land with hook-ups to water/sewer and electricity will be considered residential property, and thus, will be required to be sold as with other residential property. If the mobile home is not situated in a mobile home park or other land with hook-ups to water/sewer and electricity, it will only be considered an asset.

3. Rental Income and Rental Assets

Rental income from any residential real estate will be counted toward household income and the asset will be counted toward net assets.

d. Required Sale of Residential Property

Once under contract for a restricted housing unit, the qualifying Household must list residential property (developed or undeveloped), located within 150 miles driving distance from the Town of Jackson, for sale at a price commensurate with the price opinion. If the property has not sold or is not under contract after one year from the listing date, within 30 days of the year expiring, another price opinion will be obtained. If the price opinion is lower than the listed price, the owner will have 30 days from the date of the price opinion to lower the asking price to that of the price opinion. If after 24 months from the date first listed, the property still has not sold or gone under contract, the Housing Manager of the Housing Department will issue an analysis of the property with a determination of the salability of the restricted housing unit along with the next steps required. A copy of the analysis will be provided to the owner, and the owner will have the opportunity to appeal the determination of the Housing Authority Board. The owner may be required to sell their restricted housing unit if the residential property has not sold.

3. Disposition of Assets

Any member of a household who has assigned, conveyed, transferred or otherwise disposed of property or other assets within the last two (2) years in order to meet the net asset limitation or the property ownership limitation shall be ineligible to purchase a restricted housing unit.

c. Readiness to Purchase

Individuals purchasing a restricted housing unit must demonstrate readiness to purchase by showing the following:

1. Contingencies

Contingencies on lender's qualification must be approved by the Housing Department prior to entering a weighted drawing. Such contingencies include but are not limited to requirement to sell property, requirement to prove down payment via account statement, gift letter or other, and requirement to pay off debt. Examples of proof of down payment are a letter from a family member who may be providing a gift or a bank statement showing funds available.

2. Age

At least one individual in the household must be at least 18 years of age.

3. Execution of Legally Binding Contract

Individuals must be capable to legally enter into a contract.

d. Homebuyer Education

Completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit and/or purchase a restricted housing unit. The required course is offered by Wyoming Housing Network or another Housing Department approved organization.

e. Online Intake Form

The Online Intake Form must be completed prior to entering a weighted drawing for a home. Completion of this form will put a household on the Housing Department's email list, and the household will begin receiving emails with information about homes when they are available. All advertising of homes available will be done through email to those who have completed the Online Intake Form and on the Housing Department website. The online Intake Form can be found on the Housing Department's website: jhaffordablehousing.org. This form must be completed in its entirety and updated at least annually. It cannot be completed or updated during a weighted drawing process that the household wishes to enter. The Online Intake Form

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does not enter a household into a weighted drawing. The weighted drawing is a separate process. See Section 4: Weighted Drawing.

SECTION 4. WEIGHTED DRAWING

The Affordable and Workforce Housing requirements may utilize the weighted drawing process to select a qualified household using the procedures listed below. The weighted drawing will be advertised on the Housing Department website, jhaffordablehousing.org, and via email to all households that have completed the Online Intake Form. See Section 3-3e: Online Intake Form.

4-1. Minimum Occupancy Requirement

In order to ensure that the units meet the intended goals of housing the Teton County workforce and are consistent with mitigation requirements, the following occupancy preferences are:

Studio:	One (1) or two (2) person <u>two (2) people</u>
One-bedroom:	One (1) or two (2) persons <u>more people</u>
Two-bedroom:	One (1) or two (2) adults with one (1) or more dependents <u>or more people</u>
Three-bedroom:	One (1) or two (2) adults with two (2) or more dependents <u>For rental units; 3 or more people</u>
Four-bedroom:	One (1) or two (2) adults with three (3) or more dependents <u>For rental units; 4 or more people</u>

For purposes of counting household size, children or adult dependents must live with the household and be ~~able to be~~ claimed as a dependent on Federal Income tax returns.

Any deviation from the minimum occupancy requirements must be approved prior to the drawing through the exception process.

4-2. Weighted Drawing Points

Eligible households receive points that will determine the number of entries the household will receive in the weighted drawing. One point equals one entry in the weighted drawing. One point is assigned for each full year of consecutive full-time employment at a local business immediately prior to entering a weighted drawing, with a maximum of ten (10) points. One point is assigned for each qualified critical services provider with a maximum of two (2) points.

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The total maximum points a household can receive is twelve (12). Households are not eligible to enter a weighted drawing until they have one (1) full year of full-time employment in Teton County for a local business or one (1) point.

Points are given based ~~one off of~~ one person in the household. Years working in Teton County cannot be doubled up and must be verifiable. For example, a two-person household, one of which has been employed in Teton County for two years and the other for four years, would be assigned four (4) points.

To enter a drawing for an Affordable unit, the intake form must be completed prior to the opening of a drawing and information cannot be changed during the drawing entry period. You may not have more than one intake form. For the Workforce Program, an intake form must be completed prior to entering a drawing. Households may only have one (1) intake form.

b.a. Employment

At least one member of a household must be employed full-time in Teton County at a local business. Full-time employment is defined as at least one thousand five hundred sixty (1,560) hours per year or an average of at least thirty (30) hours per week. Employment exemptions found in Section 3-2 apply.

1. Interruption of Employment

Interruption of employment will be allowed in special circumstances if other employment criteria are met in Teton County, Wyoming at least two (2) years immediately prior to the interruption of employment. Interruption of employment will only be allowed for a maximum period of two (2) years. Points will not be given for the time period during the interruption of employment. Points will be given for years employed full-time at a local business immediately prior to the interruption of employment. To obtain points for prior employment, a household must have reestablished full-time employment at a local business ~~immediately within one (1)~~ month upon termination of the reason for the interruption of employment. Reasons for allowed interruption of employment include: caring for a sick or disabled immediate family member, attending secondary school, and hospitalization. Verification documentation of the reason for interruption of employment will be required to obtain points for prior employment.

c.b. Additional Points

1. Critical Services Provider

Qualified critical services providers, as defined in ~~00Section 8: section 9. Definitions~~section 9. Definitions, may be eligible for a maximum of two (2) additional points. Any household may not receive more than two (2) points. However, if a household has one (1) person who qualifies as a critical services provider for two (2) organizations, they will receive two (2) points.

The following conditions must be met to receive the critical services provider designation and priority:

a. Critical Services Provider Designation

Organizations who believe their employees or volunteers meet the definition of critical services provider can apply to the Housing Department to become an approved critical services provider organization and have certain job positions deemed ‘qualified.’ The Teton County Board of County Commissioners and the Jackson Town Council will approve or deny critical services provider organization applications.

1. Required Documentation

Employees who work in these “qualified” positions for approved critical services provider organizations can enter a weighted drawing and receive additional points. These individuals must submit a “Critical Services Provider Supervisor Questionnaire” along with their weighted drawing entry documents. These will be held on file for a period of six months before needing to be updated. The Housing Department will contact the CSP’s supervisor to update the Supervisor’s Questionnaire.

b. One Year of Full-Time Employment

A qualified critical services provider must earn one (1) point for one (1) year of full-time employment in Teton County at a local business prior to receiving points as a critical services provider.

c. Approval Process

Applications received by the Housing Department for approval as Critical Services Provider Organizations will be processed by staff. The Housing Manager will make a

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recommendation to the Jackson/Teton County Housing Authority Board who will approve or deny the application.

d.c. Accessible Units

Priority will be given to households with member(s) who are mobility impaired. If more than one weighted drawing entry is received for Accessible units, a weighted drawing will be held. If no households with members who have mobility impairments apply, the weighted drawing will be held with all other applicants.

d. No Qualified Entries

After a weighted drawing where no qualified entries exist, the unit will be offered again in a weighted drawing. It will be open to households in the next tier of the minimum occupancy requirements. If there are still no qualified entries, the home will be offered first come, first served. The first qualified household to submit a complete application will have the opportunity to purchase.

e. Drawing Results

Drawing results are kept on file with the Housing Department and may be requested by the public.

SECTION 5. PURCHASE AND SALE STANDARDS AND PROCEDURES

5-1. Sale and Resale Standards

a. Applicability

Each restricted housing program dictates both the initial sales price and the maximum resale price. The restrictions for each unit should be consulted for exact details.

1. Affordable Housing Program

For the Affordable housing program, these *Housing Department Rules and Regulations* set out how to determine both the initial sales price and the maximum resale price.

2. Employment-Based Housing Program

The initial sales prices and maximum resale prices for Employment-Based housing units are determined by these *Housing Department Rules and Regulations*.

3. Workforce Housing Program

The initial sales prices for Workforce housing units are negotiated between the owner and the buyer. After the initial sale, the value will appreciate according to the Denver-Aurora-Lakewood CPI with a maximum of 3%. If the Denver-Aurora-Lakewood CPI no longer exists, another similar index will be used. ~~There are some legacy Workforce units that have maximum sales prices and limited appreciation.~~

~~5.~~ 4. Attainable Housing Program

The Attainable housing program does not place limits on sale or resale prices, but buyers still must meet the qualification and eligibility rules laid out in Section 3: Qualification and Eligibility.

~~6.~~ 5. Other Programs

For other restricted housing units, the property's restrictions clarify how the sale and resale prices are configured.

7. ~~6. Rental Rates~~

For information on maximum rental rates permitted by the rental housing programs, see Section 6-2: Rental Standards.

b. ~~Initial Sales Price (Maximum Sales Price)~~

The Housing Department updates the maximum sales prices for Affordable housing units obligated by the LDRs on April 1st of each year. The maximum sales prices are available on the Housing Department's website or at the Housing Department. The methodology listed below shall determine the maximum sales prices. The intent of the maximum sales prices is to ensure initial and long-term affordability.

1. Median Family Income

Each year, the U.S. Department of Housing and Urban Development (HUD) releases Median Family Income figures for Teton County, Wyoming. The Housing Department uses this data to determine household incomes for the applicable restricted housing units based on number of bedrooms and persons per bedroom.

2. Household Size

The Household Size for determining maximum sales price is based on number of persons per bedroom in the applicable restricted housing unit.

3. Affordability Range

The household income for the applicable restricted housing unit is set at the middle of the affordability range to ensure affordability. For example: the income range for affordability range 3 is 81% - 120% MFI; therefore, an income of 100% MFI would be used in calculating the maximum sales price.

4. Percentage of Income

The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments (including principle, interest, taxes, insurance and HOA dues) cannot exceed 30% of the Median Family Income for each affordability range.

5. Maximum Sales Price Calculation

The maximum sales price for a restricted housing unit is determined by calculating 30% of a qualifying household's income, using the following assumptions:

- a. 22% of household income covers principal and interest,
- b. 8% of household income covers HOA dues, taxes, and insurance,
- c. Assumptions for the mortgage include: 30-year mortgage, 5% down payment, 20-year rolling average interest rate for a qualifying household earning the median of the applicable income category.

6. Potential Variability of Maximum Sales Price

- a. The maximum sales prices will be lower if the unit is below grade, or if there is no garage.
- b. If an owner is determined to be in default of their restrictions, the Housing Department will have the option to purchase the property 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 and/or reduce proceeds, and on such other terms as are provided in the restrictions.
- c. If an owner is found to be in default of their restrictions, the Housing Department may cease the appreciation of the property when determining the maximum resale value beginning on the known date the owner began being in default.

c. Maximum Resale Price

The intent of the maximum resale price is to ensure long-term affordability of the restricted housing units at resale. The maximum resale price (MRP) shall be the original purchase price (OPP) with the following adjustments:

1. Appreciation 3% or Denver-Boulder-Greeley CPI

Appreciation of the value of the restricted housing unit is based on the Denver-Boulder-Greeley CPI each year capped at 3%. The latest published numbers for Quarter 2 and Quarter 4 of each year will be used unless the deed restrictions or ground lease specifically reference an alternative appreciation method or no measured appreciation.

The following standards apply:

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- a. Date of purchase is defined as seller's original closing date (date seller purchased the restricted housing unit). If the closing date is on or after the 15th of the month, the month is not counted for prorating the value. If the closing date is before the 15th of the month, the entire month is counted.
- b. Three (3) months will be added to the date that the "Letter of Intent to Sell" is received and will be considered the estimated closing date.
- c. If the Letter of Intent to Sell is received on or before the 15th of the month, the entire month is counted. If the "Letter of Intent to Sell" is received after the 15th of the month, the month will not be counted.
- d. Each eligible whole month will be prorated.

a. Denver-Boulder-Greeley CPI

The CPI used to calculate maximum resale prices in some restrictions is the Denver Boulder Greeley CPI. New figures are published by the Colorado Department of Labor and Statistics twice a year, normally in March and August. In calculating the allowed maximum appreciation of a home, the latest reported figure will be averaged with the other reported figure for the year and used up to the date new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the Denver Boulder Greeley Colorado CPI ceases to exist, a comparable index will be used.

b. Northwest Wyoming Cost of Living Index

The NWCLI figure used to calculate maximum resale prices in some ground leases is obtained from the Wyoming State Division of Economic Analysis and is calculated with All Items minus Housing. It is updated quarterly and released generally in June for the First (1) Quarter, October for the Second (2nd) Quarter, December for the Third (3rd) Quarter and March for the Fourth (4th) Quarter. The latest reported figure will be averaged with the other reported Quarters of the year and will be used up to the date the new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the NWCLI ceases to exist, a comparable index will be used.

c. Flat Appreciation Rate of 2.5 Percent

The flat appreciation rate of 2.5% found in some restrictions is not based on an index. Rather, it is based on an analysis of incomes over 20 years, where it was found that incomes rose on average by 2.5% per year.

2. Cost of Actual Capital Improvements

Restricted housing units that have deed restrictions or ground leases allowing for improvement credits can add the value of these improvements to the appreciated value to calculate the MRP based on the following.

Credit for capital improvement expenditures on the restricted housing unit given at resale will be no more than 10% of the OPP of the home except where the Housing Department has determined otherwise. All capital improvements must be pre-approved by the Housing Department and properly permitted and inspected by the Town of Jackson or Teton County Building Official. Approval/disapproval must be determined prior to actual construction to be considered at time of sale. Improvements done without prior approval will not be considered for capital improvement credit. It is the owner's responsibility to secure any approval necessary from the restricted housing unit's Homeowners Association and obtain any necessary permits prior to undertaking any Capital Improvement. Please consult Section 5-1.e: Capital Improvement Standards for more details.

3. Depreciated Costs of Capital Improvements

The depreciated costs of Capital Improvements can be added to the appreciated value to calculate the MRP, so long as they do not exceed ten percent (10%) of the OPP or as determined by the Housing Department on a project-specific basis. All capital improvements will be depreciated as applicable according to the Marshall and Swift Residential Cost Handbook or a similar resource.

4. Maintenance Adjustment

Households are required to keep restricted housing units in a properly maintained state. Housing Department staff and/or a third-party inspector hired by the Housing Department will inspect the property after receiving the "Letter of Intent to Sell" from the owner. The inspector will provide an inspection report to the Housing Department. The Housing Department may require the owner to repair or replace items on the inspection report. The buyer also has the opportunity to inspect the property and provide the Housing Department with a list of items. If required repairs, replacement, or cleaning are not made by the owner prior to the Housing Department's final walkthrough two (2) business days before closing, the Housing Department will estimate the costs at its sole discretion, and an adjustment may be made to the seller's proceeds or to the maximum resale price. These funds will either be given to the buyer to make the repairs or held by the Housing Department at the Housing Department's sole discretion. If funds are given to the buyer, the buyer will be expected to make the

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repairs on their own. If the repairs are not made, the buyer will be charged when they sell the home. If the Housing Department holds the funds, the buyer will be reimbursed based on receipts received from the buyer. If any funds remain after the repairs are completed, they will be released to the seller.

5. Other Costs

Any additional costs allowed by the Housing Department pursuant to the policies in effect on the date of the restricted household's "Letter of Intent to Sell."

d. Selling Procedures

d. All restricted housing units shall be sold in accordance with applicable restrictions and/or these *Housing Department Rules and Regulations* as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created.

1. Letter of Intent to Sell

The seller shall submit a completed Letter of Intent to sell form to the Housing Department to begin the selling process. The form can be found on the Housing Department's website or can be obtained from the Housing Department. The Housing Department staff will set up a meeting with the seller to review the selling process and the seller documents. The Letter of Intent must be submitted and the meeting with the seller must occur the week prior to the beginning of the weighted drawing entry period. See section ~~4.~~4. The seller shall be given the option to choose the Title Company. If the seller has no preference, the Housing Department will choose the Title Company. If the seller decides not to sell the unit after submitting the Letter of Intent to sell, the seller must reimburse the Housing Department for any costs the Housing Department has incurred. Once the contract has been signed by Bbuyer and Sseller, both parties are legally bound by the contract.

2. Facilitation of Sale

The Housing Department facilitates the sales of restricted housing units to accomplish the sale according the the instructions in the Grund Lease/Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce

housing units, and Accessory Residential Units. Sellers will be required to enter into a Facilitation Agreement with the Housing Department to sell their home. The Facilitation Agreement must be executed prior to advertising the home for sale through a weighted drawing process.

3. Maximum Resale Letter

The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. An official copy will be mailed, or hand delivered. A copy can be requested from the Housing Department by email or fax. The Maximum Resale Price shall be the only exchange of value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale.

4. Facilitation Fee (2%)

At the closing of the sale, the seller will pay to the Housing Department a fee equal to two percent (2%) of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion.

5. Costs for Declining Initiated Sale

If the seller decides not to sell the restricted housing unit at any point before closing, the seller will be responsible for all advertising and/or other costs associated with listing the unit for sale

2.6. Viewing of Unit

Once the weighted drawing is completed, the first household drawn will be contacted by the Housing Department and a time set up to view the unit. This viewing shall occur within five (5) business days of the household being notified that they were selected first in the drawing. The household will have two (2) business days to respond to the Housing Department's efforts to contact them to notify them that they were selected. A

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phone call and an email will be sent to the household. If there is no response, the Housing Department will move on to the next household drawn. The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected household prior to going under contract.

4.7. Inspection

The Housing Department will order a ~~third-party~~third-party inspection to be done on the home by a qualified home inspector. The inspection information/report is for the use of the Housing Department and will not be released to any buyer. Buyers shall have the option to order their own inspection to be done on the home. It is the Housing Manager's sole discretion as to whether items found by an inspector will be required to be repaired. A list of items required to be repaired will be given to the seller by the Housing Department. The seller is expected to have the items completed no later than three (3) business days prior to the closing date.

5.8. Complete Application

The household shall have five (5) business days from the day they are notified that they were selected first in the drawing to submit a complete application to the Housing Department. The Checklist for Complete Application and Application form can be obtained from the Housing Department's website or from the Housing Department. The Housing Department reserves the right to request additional documentation when verifying a Household's eligibility and qualification. If for any reason the buyer cannot close within three (3) weeks of the seller's timeline, the seller may choose to move on to the next household drawn.

6.9. Qualification

The Housing Department shall review the application and supporting documents and calculate income, assets, and hours worked to verify eligibility and qualification. This process normally is complete within five (5) business days of receiving the application. However, it may take longer in unique circumstances. Once the Housing Department completes the review and verification of eligibility and qualification, the applicant is notified of approval or denial. If the applicant does not qualify, the next household drawn in the weighted drawing will be notified and the process will start over.

7.10. **Qualified Household Meeting**

When the Housing Department has identified a qualified household who wishes to move forward with the purchase of the home, the qualified household will have five (5) business days to attend a meeting ~~is set up with the qualified household~~ to review the purchase process and purchase documents, which include the Contract for Purchase and Sale of Residential Real Estate or Residential Improvements in the case of a Ground Lease and the buyer's Facilitation Agreement. The applicant has five (5) business days from the meeting day to review and execute the purchase documents and return them to the Housing Department with earnest money as called for in the Contract. If the contract is not signed and returned within five (5) business days, the next household selected in the drawing will be notified and given the option to purchase the home if qualified.

The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company.

9.11. **Final Walk Through**

A final walk through will occur generally two (2) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and withhold funds from the seller's proceeds. The funds are then given to the buyer and the buyer is responsible for completing the maintenance/repair items.

10.12. **Closing**

The closing will be held on or before fifty (50) days from complete execution of the Contract. The Buyer will take possession of the unit on closing day.

e. Capital Improvement Standards

1. Approval Required

Owners must receive written approval from the Housing Department prior to beginning the work in order to receive credit for the capital improvement. To obtain approval, the "Request for Capital Improvement" form must be submitted along with estimated costs

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and drawings and/or plans and a narrative of the work to be done. Once the improvement is complete, copies of all receipts for materials and labor must be given to the Housing Department. No credit will be given for sweat equity.

2. Workmanlike Manner

All improvements whether approved Capital Improvements or other must be built in a workmanlike manner, and according to Town of Jackson or Teton County building codes. All required permits and completion releases must be obtained from the Town or County. Any owner that does capital improvements without obtaining the proper permits or if it is determined at the Housing Department's sole discretion that the improvements have not been done in a workmanlike manner may be required to make repairs or remove the improvements and return the home to its original condition.

3. ~~Permitted~~ Approved Capital Improvements

A Capital Improvement is an improvement done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy but is not a luxury item. The term "permitted-approved capital improvement" shall only include the following:

- a. Fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
- b. For the benefit of seniors and/or handicapped persons;
- c. Health and safety protection devices (including radon);
- d. Adding and/or finishing of permanent/fixed storage space;
- e. Finishing of unfinished space;
- f. Landscaping; Adding trees, shrubs, lawn, patio, walkways, or sprinkler systems;
- g. Decks and balconies, and any extension thereto;
- h. Partial credit may be given for upgrade improvements that will increase the life of the component as compared to the original product or increase the long-term affordability of the home.

4. Improvements Not Approved ~~Permitted~~ for Credit

Permitted capital improvements shall not include the following:

- a. Jacuzzis, saunas, steam showers and other similar items;
- b. Upgrades or addition of decorative items, including lights, window treatments and other similar items;
- c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit, unless replacement is shown to improve the lifespan of the component or the long-term affordability of the restricted housing unit.

~~c.d.~~ Repair and Maintenance Items – a repair or maintenance item is an expenditure that restores a property to a sound state.

f. Resale and Transfer Limitations

1. Transfer of Title

Transfer of title is not allowed unless approved by the Housing Department. To apply for approval, owners need to complete the Housing Department's "Request for Transfer of Ownership (Title)" form and submit it to the Housing Department along with a \$100.00 fee, which covers legal and recording fees. In some cases, a complete application will be required to be submitted for qualifying purposes.

a. Divorce

In the event of the divorce of an owner, the Housing Department may consent to the transfer of the 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 the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

c. Nonqualified Transferee

If title to the restricted housing unit vests in a nonqualified transferee, as defined in these *Housing Department Rules and Regulations* Section 3-2: Qualification, the restricted housing unit shall immediately be listed for sale in accordance with the

restrictions and the *Housing Department Rules and Regulations*. The following shall apply when the Housing Department determines there is a nonqualified transferee:

1. A nonqualified transferee shall cooperate with the Housing Department to affect the sale, conveyance or transfer of the restricted housing unit to a qualified household (or the Housing Authority in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale conveyance or transfer.
2. A nonqualified transferee shall comply with the restrictions, the *Housing Department Rules and Regulations*, and all other covenants regulations, ordinances, statutes, laws, or rules governing the ownership, occupancy, use, development or transfer of the restricted housing unit, and further may only occupy the restricted housing unit with the prior written consent of the Housing Department.

2. Trusts

Restricted housing units may not be put into any type of a trust. This is the equivalent of transferring ownership, and trusts are not qualified to be the owner of a restricted housing unit.

3. Nontestamentary Transfer on Death

A “Nontestamentary Transfer on Death “deed is allowed to be recorded on restricted housing units, and must include the following:

- a. It conveys an interest in real property to a beneficiary designated by the owner and states the deed is effective upon the death of the owner.
- b. It must be subject to all other encumbrances on the property to which the owner was subject to during their lifetime, including the Restrictions on the property.
- c. The Housing Department must approve the document before recordation.

4. Title

All adults who occupy the restricted housing unit for more than 30 accumulative days in a calendar year, except for children attending college, must be on the title to the restricted housing unit unless they have approval from the Housing Department to rent a room in the unit. Situations that require an addition to title include but are not limited to marriage, a significant other moving in, a friend moving in, etc. Additions and removal

of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. An adult may not be moved into an Affordable unit for at least one year after closing and only with approval from the Housing Department. Adults may be moved into Wworkforce units prior to one year, however, the household must be qualified and approved by the Housing Department. Buyers will be required to sign an Occupancy Agreement at closing.

g. Other Sale and Resale Standards

1. Privy to Purchase and Sales Agreement

Sellers and buyers shall provide a copy of the “Purchase and Sale Agreement” to the Housing Department. All financial information shall remain confidential, except as follows:

a. Public Records

Any document that would customarily be a matter of public record in the public records of Teton County, Wyoming, and is subject to the Wyoming Public Records Act;

b. Weighted Drawing Positions

The names and positions of all persons who have participated in any Rental Weighted drawing held under these *Housing Department Rules and Regulations*;

c. Freedom of Information Act or Wyoming Public Records Act

Any other information, which a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Wyoming Public Records Act; and

d. Audits

In addition, the Housing Department may allow access to personal and private information to any person or entity undertaking an independent audit of the records kept under these *Housing Department Rules and Regulations*, provided that such person or entity agrees to be subject to this confidentiality provision.

2. Independent Legal Counsel

All sellers and buyers of restricted housing units are advised to consult independent legal counsel to examine all contracts, CC&Rs, deed restrictions, agreements, affidavits, closing statement, title documents, etc. The retention of such counsel, or related services, shall be at the seller's and buyer's own expense. The sellers and buyers and/or their attorneys will not be allowed to make changes to Housing Department documents. A "Buyer's Acknowledgement" form will be required to be signed prior to closing acknowledging recommendation to obtain legal counsel. The "Buyer's Acknowledgement" form will be provided to the buyer for review prior to closing.

3. Title Company

The Housing Department advises sellers to use a title company and escrow agent located in Jackson, Wyoming to close the transaction because of their expertise with the Housing Department's restricted housing programs and their unique and technical closing documents. The seller and buyer shall authorize the Housing Department to review the "Settlement Statement" prior to closing. Sellers can select a title company and escrow agent of their choice. If no title company is indicated, the Housing Department will select one.

4. Lenders

a. Approved Lending Institutions

Borrowers are restricted to the following lending institutions licensed to engage in mortgage lending practices in the State of Wyoming:

1. 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
2. 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
3. A non-affiliated, legitimate, "finance company." In no event shall such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.

b. Required Down Payment and Loan to Value Ratio

The Housing Department requires that all buyers have at least 3.5% down payment on a purchase, and no refinance or second mortgage obtained after the original purchase is allowed to be higher than 95% loan to value.

c. Debt to Income Ratio

The total debt to income ratio for a household may not exceed 45%.

d. Qualified Mortgage

Lenders may submit a “Qualifying Mortgage” form to the Housing Department to have the mortgage deemed a “qualifying mortgage.” When submitting a qualified mortgage request, a copy of the title commitment and the Transmittal Summary (HUD Form 1008), or other documentation containing the same information, is required to be attached. The “Qualifying Mortgage” form can be obtained from the Housing Department or from the Housing Department’s website.

For homes that do not have a measured appreciation, such as Attainable homes, an appraisal recognizing the restriction on the property is required.

The Housing Department reserves the right to require additional information before approving a mortgage as a “qualifying mortgage”.

5. Total Debt

Owners shall not incur debt, liens or other obligations secured by the restricted housing unit that exceed 95% of the Original Purchase Price of the unit and shall notify the Housing Department immediately when a change in the total of these secured obligations is anticipated. No second mortgages, including but not limited to home equity lines of credit, shall encumber the restricted housing unit without advance approval by the Housing Department.

6. Co-Ownership

Any co-ownership arrangement other than Joint Tenancy or Tenancy-In-Common must be approved by the Housing Department. All adults occupying the unit, with the exception of children attending college, must be on the title of the restricted housing unit.

7. Co-Signors

Co-signors are guarantors for payment of mortgage. If an exception to the “no co-signors” rule is granted, co-signors shall not occupy the unit. Co-signors are not co-owners, so they are not allowed on the title. No lien or security can be placed on the property besides the mortgage itself.

8. Homeowners Associations

The restricted housing unit may be subject to a Homeowners Association (HOA). All owners of restricted housing units are required to pay HOA dues, and potential special assessments and fees if applicable, unless otherwise exempted. HOA dues may be substantial and are factored into the maximum sales price. Homeowners Associations frequently have interests and regulations, other than the Restriction, that affects the restricted housing unit. It is the owner’s responsibility to be aware of these interests and regulations. Failure of an owner to comply with the HOA Rules and Regulations or CC&Rs constitutes default of the *Housing Department Rules and Regulations*.

9. Homeowners’ Hazard Insurance

Owners are required to keep hazard insurance on their homes for 100% replacement cost. Since the homes are subsidized, this amount could be more than the price of the home. Often times Homeowners Associations provide insurance. Depending on how much coverage the HOA provides, the owner may be required to provide additional insurance to guarantee complete replacement of the home. Ground lease properties are required to name the Jackson/Teton County Housing Authority as additionally insured.

5-2. Tenancy and Rental Standards and Procedures

To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.

a. Primary Residence

Owners of restricted housing units shall maintain the home as their primary residence.

1. Occupancy Requirement

Households shall occupy their home full-time at least 10 months out of each calendar year.

2. Business Activity Restricted

Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.

3. No Guests for an Extended Period

Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.

4. Leave of Absence

A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.

e. Rental of Restricted Unit during Leave of Absence

If granted a leave of absence, the owner is allowed to rent the property according to the provisions below in Section 5-2b: Rental Procedures for Owner-Occupied Properties.

f. Post Leave of Absence

1. After the restricted housing unit is rented for nine (9) months, owner will be required to notify the Housing Department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the Housing Department with a "Letter of Intent of Sell" form, which will begin the selling process of the restricted housing unit.
2. If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).

b. Rental Procedures for Owner-Occupied Properties

The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards set out in Section 3: Qualification and Eligibility. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.

1. Requests to Rent during Leave of absence

Approvals for “Requests to Rent” are given at the sole discretion of the Housing Department’s Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.

a. Medical Emergency Documentation

Medical emergencies applicable to a restricted housing unit homeowner will require documentation using the “Housing Department Medical Emergency Leave” form to substantiate the need to leave the area.

b. Processing Fee

A fee will be charged to a restricted housing unit homeowner for a “Request to Rent.” A separate “Annual Schedule of Fees” document that is updated annually and published by the Housing Department provides the processing fee amount.

2. Qualification and Eligibility of Tenants

- a. Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these *Housing Department Rules and Regulations*.
- b. Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.
- c. Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant’s qualification under the housing unit’s specific program prior to occupancy.

- d. Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.

3. Execution of Lease

Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.

a. Rent Limitations

Rent charged while the owner is on leave will be limited to Fair Market Rents as published by HUD or total housing costs (mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues), whichever is less.

b. Housing Department Fee

A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.

4. Requests to Rent a Room

Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:

a. Submittal of Request to Rent

The owner will submit a "Request to Rent" form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.

b. Approval by the Housing Manager

If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.

c. Identification of Tenant

When the owner has identified a potential tenant who they believe qualifies under the income, asset, and employment requirements of the restriction on the unit, the

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potential tenant is required to submit a complete application to the Housing Department.

d. Tenant Approval

The Housing Department will verify that the tenant qualifies under the income, asset, and employment requirement.

e. Lease Agreement

The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.

f. Notification of Termination of Lease

The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step c: Identification of Tenant.

g. Rental Rates

The Housing Department will approve the rental rate based on the housing costs of the owner.

~~5-3. Sale and Resale Procedures~~

~~All restricted housing units shall be sold in accordance with applicable restrictions and/or these Housing Department Rules and Regulations as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created.~~

~~e. Consult with Staff~~

~~Sellers of restricted housing units are required to consult with Housing Department staff prior to offering a restricted housing unit for sale in order to obtain the most current information about applicable Housing Department Rules and Regulations, sales processes, the allowable maximum resale price, and other applicable provisions of the restriction. The resale process takes approximately three (3) months to complete.~~

~~e. Letter of Intent to Sell~~

~~In order to begin the resale process, the Housing Department must receive a “Letter of Intent to Sell” from the owner(s) of the restricted housing unit. “Letter of Intent to Sell” forms are available at the Housing Department office or website.~~

~~e. Facilitation of Sale~~

~~The Housing Department facilitates the sales of restricted housing units to accomplish the sale according to the instructions of the Ground Lease / Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce housing units, and Accessory Residential Units.~~

~~5. Facilitation Fee (2%)~~

~~At the closing of the sale, the seller will pay to the Housing Department a fee equal to 2% of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion, to promote the community’s goals of providing affordable housing.~~

~~5. Facilitation Agreement~~

~~A “Facilitation Agreement” drafted by the Housing Department is provided to the seller. The Housing Manager, or the Sales Coordinator in the absence of the Housing Manager, must sign the Facilitation Agreement. The seller(s) must execute the Facilitation Agreement before the restricted housing unit can be advertised for sale. The deadline is Friday at 3:00 for advertising to begin the following Wednesday.~~

~~After receiving an executed Facilitation Agreement, the Housing Department advertises the restricted housing unit according to Section 4: Weighted Drawing.~~

~~5. Showing the Unit~~

~~The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected Qualified Household.~~

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~~5. Costs for Declining Initiated Sale~~

~~If the seller decides not to sell the restricted housing unit at any point before closing, the seller will be responsible for all advertising and/or other costs associated with listing the unit for sale.~~

~~5. Bridge Loan~~

~~If the seller is purchasing another restricted housing unit, a bridge loan may be required to prevent a delay in selling their restricted housing unit.~~

~~e. Maximum Resale Letter~~

~~The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. The "Maximum Resale Letter" will be emailed, mailed, faxed, or can be picked up at the Housing Department. The original will be mailed to the seller(s) or hand-delivered by the Housing Department.~~

~~5. Exchange of Value~~

~~The maximum resale price shall be the only exchange of value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale.~~

~~e. Inspection~~

~~For any resale, the Housing Department will hire a third party inspector to inspect the restricted housing unit for deferred maintenance and needed repairs. A summary of the inspection and a list of items to be cleaned / repaired will be provided to the seller.~~

~~5-28.5-3.~~ Purchase Procedures

a. Selection of Qualified Household

A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding each housing program. The restrictive covenant should be consulted for exact details.

1. Weighted Drawing

In the event that the Housing Department receives one or more weighted drawing entry sheets at the maximum resale price from qualified households during the weighted drawing entry period, the buyer will be selected according to preferences set for that particular Housing Program. In the event no weighted drawing entry sheets are received during the weighted drawing entry period, the selection process would be determined either by a bid process or a “first come first served” process. The restrictions on the property clarify which selection procedure to use.

a. Errors

Every effort is made by the Housing Department to ensure fair and equitable lotteries. Lotteries are not drawn by the Housing Department. Housing Department staff compiles weighted drawing entry sheets with all eligible households included. The weighted drawing is drawn by outside counsel. On the rare occasion that an error is made in compiling or drawing of a weighted drawing, the error will be corrected and the weighted drawing will be re-drawn.

2. Bid Process

If the restrictions require it, the qualified household submitting the highest bid price (not to exceed the maximum resale price) during the Bid Period shall have the first right to purchase the unit. The owner of the unit shall have the right to accept or reject the bid.

3. ~~First Come First Served~~No Qualified Weighted Drawing Entries

~~If no households apply for the unit through the weighted drawing process, the Housing Department advertises the restricted housing unit with the maximum resale price. The first qualified applicant to submit an application will have the opportunity to purchase the home. The buyer can offer a lower price, and the seller can accept or reject the offer. Refer to Section 4-2.d.~~

5.4. Other Sale/Resale Procedure

a. Owner Selection

If the restriction permits, the owner of the restricted housing unit may be allowed to select the qualified household. Other than verifying that the qualified household meets the qualification and eligibility requirements for the restricted housing unit,

the Housing Department shall not have any authority to choose the buyer of the restricted housing unit unless authorized by the owner.

b. Attainable Housing Program Sale Procedures

1. When an owner wishes to sell an Attainable housing unit, they can either list the home with a realtor or for sale by owner.
2. The owner of the Attainable housing unit is required to submit a “Letter of Intent to Sell” to the Housing Department before listing or advertising the unit for sale.
3. The owners will be responsible for advertising their Attainable housing unit for sale with the exception that the Housing Department will advertise the unit on their website at no cost to the owner.
4. There is not a maximum resale price for Attainable housing units. The owner will set the price with the understanding that the household who buys the unit will need to qualify under income, asset, and employment criteria. The price may be negotiated before entering into an agreement to purchase.
5. The buyer will be responsible for providing the “Purchase and Sale Agreement” at the time of making an offer to purchase an Attainable housing unit. The seller may make a counter offer that includes changes to the “Purchase and Sale Agreement.” The Attainable housing unit is under contract when an offer and/or a counter offer is accepted and both the buyer and seller have signed it. The “Purchase and Sale Agreement” must contain a contingency that the Housing Department must verify that the buyer is “qualified” to purchase the Attainable housing unit. The Housing Department will not deem a buyer “qualified” until a contract has been executed by the seller and the potential buyer.
6. A full copy of the fully executed Purchase and Sale Agreement shall be provided to the Housing Department. All financial information shall remain confidential except as noted in Section 5-4g: Privy to Purchase and Sales Agreement.
7. In addition to the items listed in Section 5-4c.1: Materials Included with Application, applicants must also include a complete copy of the fully executed “Purchase and Sale Agreement.”
 - Time of Submittal: The Attainable housing unit must be under contract before the buyer provides an application to the Housing Department.

- Time to Process: If the application is complete and thorough, the Housing Department will have a determination of qualification within five (5) business days of receiving the application. It may take longer if the Housing Department has to request further information from the applicant.
- Qualified Buyer Letter: Once the household is deemed to be “Qualified” to purchase the Attainable housing unit, the Housing Department will provide a “Qualified Buyer Letter” to the applicant. This letter will be used to verify to the seller and the title company that the household is qualified to purchase the unit.
- Lenders: See Section 5-1g.4: Lenders.
- Closing: The closing date and time is set between the sellers, buyers, financial institution, the title company, and the Housing Department. The buyers will be required to sign a “Buyer’s Acknowledgement” at the time of closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home, and also agreeing to the Housing Department’s right of first option to purchase the unit in case of default by signing a Power of Attorney in Case of Default.

b. Viewing of Restricted Housing Unit

The seller of the restricted housing unit will allow the potential buyer to view the unit to see that it meets their household’s needs. If the household decides to purchase the restricted housing unit, they will have the opportunity to inspect the unit further once it is under contract.

c. Submit Application

The potential buyer will have five (5) business days to submit a complete application. The required Housing Department documents are available from the Housing Department or from the Housing Department website.

1. Materials Included with Application

- a. Housing Department Application for Restricted Ownership or Rental Housing
- b. The Housing Department “Application for Homeownership” is a three (3) page form with an additional two (2) pages made up of a “Certification and Oath” section that will need to be signed by all applicants and notarized, as well as an “Authorization to Release Information” (see Section iii: Certification and Oath~~Certification and Oath~~Power of Attorney in Case of Default

Buyers may be required to sign a “Power of Attorney in Case of Default” form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

Certification and Oath~~Power of Attorney in Case of Default~~

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b. ~~Certification and Oath~~Power of Attorney in Case of Default

Buyers will be required to sign a “Power of Attorney in Case of Default” form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

Certification and Oath).

All documentation submitted with the complete application for the purchase of a home is the documentation that will be used to qualify a buyer. Documents will not be allowed to be changed once they are submitted (e.g. taxes submitted will be those used to qualify. Applicants will not be allowed to re-file taxes). The Housing Department will review the application before accepting it to ensure it is complete. The Housing Department may ask for additional documentation.

1. Weighted Drawing Entry Form

A “Weighted Drawing Entry” form must be completed and signed and submitted when entering a weighted drawing according to Housing Department processes. “Weighted Drawing Entry” forms may be submitted online, in person, or by USPS.

No incomplete “Weighted DrawingEntry” forms will be accepted. This means that every blank must contain information, “N/A,” or a strikethrough so that the Housing Department knows that it was not overlooked.

The Housing Department is not responsible for receiving Weighted Drawing Entry Forms. It is the responsibility of the household to confirm that the Weighted Drawing Entry Form was received and the household is entered in the weighted drawing.

2. Intake Form

All households are required to complete the “Online Intake Form.” This form must be completed in its entirety *before* entering a weighted drawing. Any changes made to the form must be made prior to the opening of a weighted drawing the household wishes to enter or the household will be ineligible to enter the weighted drawing. The Intake form must be updated annually to be eligible to continue to enter lotteries.

c. Lender’s Qualification Worksheet

A current “Lender’s Qualification Worksheet” (within one year of the date the weighted drawing begins) is required to be completed by a lending institution. The “Lender’s Qualification Worksheet” must be submitted to enter a weighted drawing. “Lender’s Qualification Worksheets” may not be faxed; they can either be emailed or submitted in person or mailed by USPS. The worksheet must reflect a loan amount and down payment amount that is equal to or greater than the sale price of the home.

d. Credit Report

A three bureau credit report including credit scores (not more than one year old) is required to help Housing Department Staff determine if the Household is financially healthy and able to make payments on a mortgage. The credit report also helps determine debt to income ratios.

e. Verification of Down Payment

An account statement, or signed and notarized letter from someone supplying a gift, or other verification of funds for a down payment is required.

f. Verification of Hours and Years Worked

“Affidavits of Employment,” detailed check stubs, or other adequate proof of hours and years worked is required at weighted drawing entry to receive points in the weighted drawing. Affidavits are required to be completed, signed, and notarized by the employer. They may not be completed by the applicant. If hours or years worked cannot be verified, they will not be counted.

Historical information for hours and years worked will be kept on file with the Housing Department. Information is required to be updated annually or if any changes occur.

g. Federal Tax Returns

Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current “Profit and Loss Statement” and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income.

h. Power of Attorney in Case of Default

Buyers ~~will~~may be required to sign a “Power of Attorney in Case of Default” form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

i. Certification and Oath

A sworn statement of the facts contained in the application will be required including at least the following certifications:

1. That the facts contained in the application are true and correct to the best of the applicant’s knowledge;

2. That the applicant has been given the standard application information packet by Housing Department Staff; and
3. That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the restriction, these *Housing Department Rules and Regulations*, and all other applicable procedures.

This “Certification and Oath” is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department.

j. Additional Information

Additional information may be requested to determine eligibility or qualification status. This may include:

1. Verification of Household Net Assets

Household net assets are verified through tax returns, account statements, verification of deposits from financial institutions, and the NADA or Kelly Blue Book.

2. Verification of Current Employment in Teton County

One or more of the following are needed to verify employment in Teton County:

- Wage stubs
- Employer name, address, and phone number
- Contract for employment
- “Affidavit of Employment” (Housing Department)
- “Authorization to Release Information” form signed by all adults in the household to obtain third party employment verifications

3. Verification of Completion of Homebuyer Education Course

At least one adult per household must complete the “Homebuyer Education Course.” The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a home or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no

longer a part of the household, it will need to be taken by an adult who is a part of the household. The Housing Department will keep a record of the certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved “Homebuyer Education Course” prior to purchase. This is required to be submitted at time of weighted drawing.

4. Uniform Residential Loan Application

Applicants must provide a copy of the final “Uniform Residential Loan Application” at closing.

5. Occupancy Affidavit

No persons outside of the persons included in the household on the “Weighted Drawing Entry Form” and “Intake Form” at time of weighted drawing entry may be moved into the home without express written approval of the Housing Department. Approval will not be given within twelve (12) months from closing on a home for adults being added to the household. An “Occupancy Affidavit” will be required to be signed by buyers at or before closing. Any adult that is added to a household will be required to be added to title on the home.

i. Power of Attorney in the Case of Default

All households purchasing a home are required to sign a Power of Attorney in the Case of Default at closing. The Power of Attorney will be assigned to the Housing Manager to affect the sale of the housing unit. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

6. Accessible Unit Preference

Applicants that wish to be considered for accessible units must submit a “Verification Form for Accessible Unit Preference.”

7. Critical Services Provider

Organizations applying for critical services provider approval and their corresponding approved positions must gain approval before a critical service worker can gain points in a weighted drawing. The organization must complete a “Critical Services Organization Application” and submit it to the

Housing Department. If the organization and positions are approved, a “Supervisor Questionnaire” must be completed by the applicant’s supervisor and submitted with the other required documents when entering the weighted drawing. All certifications must be completed for the position and a recommendation from the supervisor is required. The “Supervisor Questionnaire” will need to be updated every six months.

8. Birth Certificate for Children Under One (1) Year of Age

Applicants must provide the birth certificate for children less than one (1) year of age.

d. Verification of Application

To protect the interests of the community that has invested in the creation of restricted housing units, the Housing Department verifies that information submitted on the Application is true and correct and may request documents outlined in Section j: Additional Information to assist in this process. The Housing Department strives to complete verification within two (2) weeks of application submittal.

Any material misstatement of fact or deliberate fraud by the household in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or forced sale of the restricted housing unit.

e. Verification of Qualified Household

The Housing Department verifies that each Household selected to purchase a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit. See Section 3: Qualification and Eligibility for more details on the verification process for each housing program.

f. Qualification Letter

Once the Housing Department verifies that the household meets the Qualification and Eligibility criteria for the particular restricted housing unit, it will issue a “Qualification Letter” to the buyer, a copy of which will be provided to the title company upon request.

g. Purchase and Sale Agreement

Buyers must sign a “Purchase and Sale Agreement” within five (5) business days of ~~being notified of being selected in a weighted drawing for an applicable restricted housing unit, the date of the Buyer Meeting with the Housing Department.~~ Buyers will be given the five (5) business days to review the “Purchase and Sale Agreement” and are encouraged to get legal advice. Sellers and buyers shall make the Housing Department privy to the “Purchase and Sale Agreement.” All financial information shall remain confidential except as noted in Section 5-1g.1: Privy to Purchase and Sales Agreement.

1. Earnest Money

At time of signing the “Purchase and Sale Agreement,” one thousand dollars (\$1,000.00) in earnest money will be required. The check is made out to the title company referenced in the “Purchase and Sale Agreement.”

2. Closing Date

In most cases, the buyer has fifty (50) days to close on the property. The Closing Date will be agreed upon between the buyer and the seller and will be included in the “Purchase and Sale Agreement.” The closing date will be the date the buyer takes possession of the restricted housing unit.

3. Inspections

The buyer may perform inspections on the restricted housing unit commencing on the effective date of the contract until closing. However, the buyer will have 30 days from the effective date of the contract to notify the Housing Department of any objections to items found during inspections. Sellers shall make the restricted housing unit available for inspections. If the seller refuses to remedy the objection, the Housing Department will notify the buyer, and the buyer will have three (3) business days to give notice to the Housing Department of their intention, either:

- a. Waiving the objection and proceeding to closing, or
- b. Terminating the “Purchase and Sale Agreement.”

4. Facilitation

Pursuant to Wyoming Statute 33-28-101 through 124, the “Real Estate License Act of 1971”, the Housing Department is participating in the transaction as a facilitator without a Wyoming real estate license and in the performance of official duties.

5. Buyer's Acknowledgement

The buyers will be required to sign a "Buyer's Acknowledgement" at closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home. In addition, by signing this form, the buyer agrees to the JTCHA's right of first option to purchase the unit in case of default.

~~5-29.~~5-4. Business Option

The "Business Option" is a mechanism specific to a developer's Housing Mitigation Plan that must be approved by elected officials on a case-by-case basis. It only applies to exempt units, meaning restricted housing units that are not required by the LDRs. The "Business Option" allows a business to identify a proposed purchaser from their employees or someone who has a material nexus to the business or organization, which would allow the household to have the first option to purchase the restricted housing unit.

a. Purpose and Program Goals

The intent of the "Business Option" program is to help qualified businesses house their employees by providing the employees first option to purchase. This program furthers the Jackson/Teton County Comprehensive Plan's goal of housing 65% of the workforce locally and its transportation goals.

b. Applicability

This section applies to restricted housing units that have been approved by the Board of County Commissioners or Town Council for the "Business Option" program.

c. Qualified Business

A qualified business is a non-profit entity, governmental entity, charitable foundation, or for-profit business which meets the definition of a qualified business according to the special restrictions on the property and/or the *Housing Department Rules and Regulations*.

1. Qualified Business Application

The business completes a “Qualified Business Application,” which can be obtained from the declarant or from the Housing Department and submits it to the Housing Department. If the business has affiliates, it must be indicated on the application.

2. Verification

The Housing Department verifies that the business meets the criteria of a qualified business with the following documentation. The Housing Department may ask for additional documentation.

a. Option Agreement

The Housing Department verifies that the business is a true local business, organization, or government agency operating in Teton County.

b. Determination of Qualification

1. The Housing Department will provide a “Qualified Business Letter” once the verification process is complete and the business is approved to be a qualified business. The Housing Department will then sign the “Option Agreement”; or
2. If the business is not deemed to be a qualified business, the Housing Department will inform the business with a written letter and copy the declarant or option holder. The business will not be allowed to obtain an option if it is not approved as qualified by the Housing Department.

c. Cause for Expulsion

Any material misstatement of fact or deliberate fraud by a business in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or for obtaining or keeping an option.

d. Option Procedures

1. Obtaining an Option

Options are available from a declarant or from another option holder. A declarant can choose to provide an option if the business is a qualified business and does so by

recording an “Option Agreement” signed by the declarant, the Housing Department, and the qualified business. An option holder may provide an option to a qualified business by assigning the option.

2. Notice of Right to Exercise or Waive Option

The Housing Department will immediately send a notice to the business holding the option (optionor) upon the following three events:

- a. Housing Department’s receipt of a “Notice to Sell” by the owner of the property.
- b. Housing Department’s exercise of its default option as set forth in the special restrictions.
- c. The occurrence of a default and forced sale as set forth in the special restrictions.

This notice triggers the timeframe the optionor has to identify a proposed purchaser as outlined in the “Option Agreement.”

3. Exercise of Option

An optionor shall have a timeframe as outlined in the “Option Agreement” to exercise the option. The timeframe will begin upon receipt of the “Option Notice.” To exercise the option, an optionor must notify the Housing Department on or before the expiration of the timeframe that they have identified a proposed purchaser for the home. Additionally, the proposed purchaser must submit a complete application, as outlined in Section 5-5c.1: Qualified Business Application, on or before the expiration of the timeframe. The Housing Department will take approximately five (5) business days to determine whether the proposed purchaser is:

- a. Qualified under “Option Agreement.”
- b. Qualified under terms of the Housing Department’s special restrictions.

The Housing Department will verify that the business continues to be a qualified business each time the option is exercised (See Section 5-5c.2: Verification).

4. Waiver of Option

If the Optionor does not wish to exercise the option, they can sign the “Affidavit of Waiver” indicating they are waiving the option. This affidavit will be recorded with the Teton County Clerk’s Office.

~~Section 8. Section 7. Occupancy and Use Compliance and Exception, Appeal, and Grievance Standards and Procedures~~

~~7-4. Grievance Procedure~~

In the case where an option is waived, the Housing Department will find a buyer using the process outlined in Section ~~1-11-15-3~~: ~~Sale and Resale Procedures~~ of these *Housing Department Rules and Regulations*.

a. Failure to Identify Purchaser during Required Timeframe

If the optionor does not identify a proposed purchaser on or before the expiration of the timeframe, the optionor will automatically have waived their option.

5. Assignment

An optionor can assign its option to another qualified business. If at any time the business holding the option ceases to be a qualified business, they must assign the option. This is done using the following process:

a. Written Notice

The optionor provides the Housing Department with written notice that they wish to assign their option.

b. Application

The business that is being assigned the option submits an application to the Housing Department to become a qualified business (see Section 5-5c.1: Qualified Business Application).

c. Housing Department Approval

If the business qualifies, the Housing Department will provide a “Qualified Business Letter” to the business and sign the “Option Agreement.”

d. Consideration

The assignment may not have any consideration except for consideration required to make the assignment legal.

e. Qualified Purchaser

The Housing Department will determine whether a household is qualified to purchase based on the following criteria:

1. Letter of Certification

The purchaser will be qualified by the Housing Department only if they have a material nexus to the optionor as approved by the Housing Department. A “Letter of Certification” form demonstrating the material nexus the proposed purchaser has with the Optionor must be completed by the optionor. The “Letter of Certification” form is available from the Housing Department. The optionor must deliver documentation satisfactory to the Housing Department that verifies (1) that the proposed buyer is a full-time employee of optionor; or (2) that the identified purchaser otherwise has a material nexus to optionor.

2. Qualified Household

A Household will be qualified by the Housing Department using the Application and Verification process outlined in Section ~~5-35-35-4~~: Purchase Procedures of the *Housing Department Rules and Regulations*.

If the identified purchaser does not qualify because of not meeting the Housing Department Rules and Regulations requirements, Housing Department special restrictions, or “Option Agreement,” and the timeframe has not expired, the optionor may identify another proposed purchaser.

3. Affidavit of Exercise

When the Housing Department determines the household meets qualifying criteria of the “Option Agreement,” these *Housing Department Rules and Regulations*, and Housing Department special restrictions, the Housing Department will sign an “Affidavit of Exercise of Option Right” indicating the household is qualified. The optionor will also sign the “Affidavit of Exercise of Option Right” indicating they are exercising the option right. The affidavit will be recorded with the Teton County Clerk’s land records.

SECTION 6. RENTAL STANDARDS AND PROCEDURES

6-1. Applicability

All rental housing units administered by the Housing Department, including the Affordable Rental program (which includes legacy Employee housing units) and the Workforce Rental program (which includes the legacy ARU program), are subject to these *Housing Department Rules and Regulations*, with the exception of units that are owned by Teton County or the Town of Jackson and used for housing their employees. Section 6-1 does not apply to cases where the Housing Department has approved rental of a room in a unit.

6-2. Rental Standards

a. Affordability

To ensure that the rents are affordable to households earning less than eighty percent (~~80~~120%) AMI, rents for Affordable units will be calculated using the following method (rents for workforce units are set by owner and have no cap):

1. ~~National~~ Standard of Affordability

The ~~national~~ standard for affordability provided by HUD is that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this thirty percent (30%) are rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners.

2. ~~Number of Bedrooms / Number of Persons Match~~ Household Size for Rent Calculation

For purposes of calculating rental rate only:

Studio: One (1) ~~person~~ or two (2) persons

One-bedroom: One (1) ~~or two (2) persons~~ person

Two-bedroom: ~~One (1) or two (2) adults with one (1) or more dependents~~ Two (2) Persons

Three-bedroom: ~~One Three (13) or two (2) adults with two (2) or more dependents~~ persons

Four-bedroom: ~~One Four (41) or two (2) adults with three (3) or more dependents~~ persons

~~For purposes of counting household size, children must be able to be claimed as a dependent on Federal Income tax returns.~~

4.3. Calculation of Rent

Monthly rent will be the lower income limit for each respective affordability range (specific to the number of bedrooms to determine household size), divided by twelve (12), and multiplied by thirty percent (30%). Studio units may charge eighty percent (80%) of a one-bedroom unit. Dorm units may charge seventy-five (75%) of a studio. See Section 3-3 for income ranges.

a. "Plus" Units

Fifty dollars (\$50) will be added for "Plus" units. "Plus" units have extra floor area for offices, play areas, etc.

b. Lease Renewals

The rent will be calculated each year and applied to a lease renewal. Tenants will be notified three (3) months in advance of the new lease amount. The new calculation will also be applied for new households signing a lease.

4. Qualified Household

Tenant households must qualify under the housing program designated to each unit. See Section 3-3. Tenant households will be required to re-qualify annually. Household income will qualify as long as it is below the income limit for the income range.

5. Leases

All leases are required to be approved by the Housing Department.

b. Primary Residence

1. Occupancy Requirement

Households shall physically occupy their home full-time at least ~~10~~ 80% of the term of their lease ~~months out of each calendar year.~~

~~2.~~ **Business Activity Restricted**

Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.

~~3.2.~~ **No Guests for an Extended Period**

Households who rent restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.

c. Eviction

In the event that a tenant household is in default of their lease agreement, they ~~will~~ may be evicted from the rental unit. The eviction process will be in accordance with Wyoming law and all applicable Wyoming Statutes.

6-3. Rental Procedures

a. Selection Process

A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding the Housing Department-administered rental housing programs.

1. Weighted Drawing

~~For the initial rental of new rental housing, a weighted drawing process will be used. Applicants will submit a complete application and a "Weighted Drawing Entry" form during the weighted drawing entry period. A qualified household shall be selected to rent according to the rules set forth in these Housing Department Rules and Regulations, Section 4: Weighted Drawing.~~

When an Affordable rental owned by the Housing Authority is available, tenants will be identified through the weighted drawing process. Applicants will submit a complete application, which will be kept on file for one year (Affidavits of Current Employment will need updating after six (6) months). Weighted Drawing entries for drawings entered within the one year will only need to submit a Weighted Drawing Entry Form assuming a complete up to date application is on file with the Housing Department. A qualified household shall be selected to rent according to the rules set forth in these Housing Department Rules and Regulations, Section 4.

~~a. Subsequent Rentals~~

~~Once the initial rentals are filled with tenants, and rental units become available from time to time, the units will be rented using the weighted drawing system.~~

2. First Come First Served

In the event no weighted drawing entries are received during the weighted drawing entry period, the selection process will be determined by a first come first served basis. The first qualified household submitting a complete application will be allowed an opportunity to rent if eligible.

b. ~~Submit~~ 3. Complete Application

Each household entering a weighted drawing to rent a restricted housing unit owned by the Housing Authority is required to submit a completed “Application for Restricted Rental Housing” ~~and or~~ a “Weighted Drawing Entry” form. Weighted Drawing Entry Forms will only be accepted if a complete and up to date application is on file with the Housing Department. A certification page will also be signed by the applicant and notarized. In addition, an “Authorization to Release Information” is signed by the applicant, which allows the Housing Department to obtain banking information and any other relevant information. Application forms can be obtained from the Housing Department or from the Housing Department’s website.

c. Verification of Selected Household

The Housing Department verifies that each household selected to rent a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.

d. Materials Required

To determine that a household desiring to rent a restricted housing unit meets all of the required criteria, the Housing Department will request all of the following for a complete application, which will be submitted at weighted drawing entry:

1. Housing Department Application for Restricted Ownership or Rental Housing

Completed and signed Housing Department Application for Housing.

2. Weighted Drawing Entry Form

Completed and signed "Weighted drawing Entry" form. See Section 5-4c.1: Materials Included with Application.

3. Credit Report

Full three-bureau credit report that reflects credit scores for all adult household members dated no more than 30 days from submittal of application.

4. Federal Income Tax Returns

Signed federal income tax returns (electronic signature is not sufficient) and all attachments (including W-2s, 1099s) and schedules for the last two (2) years for all adult household members.

5. Verification of Current Employment in Teton County

One or more of the following will be required for verification of Current Employment in Teton County includes:

- a. Wage stubs;
- b. Employer name, address, and phone number;
- c. Contract for employment;
- d. "Authorization to Release Information" form signed by all adults in the household to obtain third party employment verifications; and

If deemed applicable, the Housing Department may request the following be submitted with an application:

- a. If self-employed, three (3) years of business and personal tax returns along with a current "Profit and Loss Statement" and balance sheet.

- b. "Verification Form for Accessible Unit Preference."
- c. Any other documentation that the Housing Department deems necessary to determine qualification, such as, divorce decrees, Social Security income, rental income, etc.

e. Verification of Application

To protect the interests of the community that has invested in the creation of restricted housing units, the Housing Department verifies that information submitted on the application is true and correct and may request documents outlined in Section 5-4d: Verification of Application to assist in this process. All financial information shall remain confidential, except as documented in Section 5-1g.1: Privy to Purchase and Sales Agreement.

f. Qualification Letter

After the Housing Department verifies that the household meets the qualification and eligibility criteria for the particular restricted housing unit, it will issue a "Qualification Letter" to the potential renter within 10 business days.

SECTION 7. COMPLIANCE AND EXCEPTION, APPEAL, AND GRIEVANCE STANDARDS AND PROCEDURES

7-1. Compliance Process

Special Restrictions are recorded on all Housing Department homes. These restrictions control the occupancy and use of the unit. They also refer to these Rules and Regulations

The Housing Department Compliance Specialist monitors occupancy and use restrictions to ensure owners are in compliance, and acts on various complaints from the public concerning compliance issues. The Housing Department Compliance Specialist also receives and processes requests for exceptions, appeals, leave of absence, requests to rent, transfer of title, and qualified mortgages.

a. Compliance Requirements

1. Affordable Units

~~Affordable units are required to provide information to the Housing Department annually to verify employment and occupancy.~~ Owners of Affordable housing units with restrictions recorded after June 4, 2018 will receive annual requests for information concerning employment, insurance requirements, ownership of residential real estate, and occupancy use of the unit. Owners of Affordable housing units with restrictions recorded prior to June 4, 2018 are not required to verify continued employment or ownership of residential real estate annually, however, they may be required to verify occupancy and insurance requirements.

2. Employment-based and Workforce Housing Units

2.3.

Employment-based units and Workforce housing units are required to provide information to the Housing Department annually concerning income, employment and ownership of other residential real estate.

3.4. Employee Housing Units

Owners of Employee housing units will be required to submit information annually about the occupants of the units, their income, employment, and ownership of other residential real estate.

4.5. Accessory Residential Units

Owners of ARUs will be required to annually submit information concerning the occupants of the units, their employment, and ownership of residential real estate.

5.6. Exemption for Retirees

During ownership, if one (1) member of the household meets the retirement age as defined by the Federal Social Security Administration defined in these *Housing Department Rules and Regulations*, the household will be exempt from continued compliance with income and employment eligibility standards.

b. Submittal and Timeline

1. Housing Department Request for Information

The Housing Department will send a letter to owners of restricted units requesting information. The letter will outline what type of information is required based on the unit's restrictions. The owner will be given thirty (30) days from the date of the letter to submit the requested information to the Housing Department.

2. Default

Failure by the owner to submit requested information will be considered default.

c. Common Default Violations

In cases where the restriction defines the default process, it will control the process. If the restriction does not define the process, the default process is as follows:

Common violations include, but are not limited to:

1. Occupancy

A household that does not occupy the restricted housing unit for the number of months in a calendar year as required by the restriction is in violation of the *Housing Department Rules and Regulations*.

2. Guests

Guests over the age of 18 are not allowed to occupy a restricted housing unit in excess of 30 cumulative days per calendar year.

3. Renting

Renting a restricted ownership unit is only allowed per the restrictive covenant or as set out in Section 5-2b: Rental Procedures for Owner-Occupied Properties.

4. Leave of Absence

Leaves of absence must be preapproved if the household is expected to be gone longer than permitted by the *Housing Department Rules and Regulations* or the deed restrictions.

5. Pets

Specific policies for pet ownership are outlined in the Covenants, Conditions and Restrictions and/or the Master Rules and Regulations and are enforced by the Homeowners Association. Policies for rental units are outlined in the lease agreement.

6. Mortgage Delinquency

Failure to maintain obligations required under any mortgages is considered a default under special restrictions.

7. HOA Delinquency

Failure to pay Homeowners Association dues is considered a violation of the special restrictions.

8. Ground Lease Delinquency

It shall be an event of default if lessee fails to pay the ground lease fee or other charges required by the terms of the lease.

9. Water/Sewer Dues Delinquency

Unpaid water and sewer dues can result in a lien placed on property that would constitute a violation of the special restrictions.

10. Employment Verification

Employment-based and Workforce units require an owner to work an average of 30 hours per week at a local business located in Teton County, Wyoming. The owner must earn at least 75% of their household income at a local business within Teton County. Annual verification of employment and income is required for owners of Employment-based and workforce restricted housing units.

Affordable units built after June 4, 2018 will be required to provide proof of employment in Teton County at a local business.

11. Ownership of Residential Property

Owners of Employment-based and Workforce housing units are not allowed to own residential property within 150 miles of Teton County. All renters of Housing Department-administered rental units are not allowed to own residential property within 150 miles of Teton County.

12. Estate Planning

Restricted housing units cannot be put into a trust. A trust does not meet the definition of qualified household and therefore cannot own a restricted housing unit. The Housing Department does accept other related documents for estate planning (Non-testamentary Deed upon Death).

13. Covenants, Conditions and Restrictions (CCR) Violations

Any default or breach of the CCRs, Mortgage Agreements, and/or Master Rules and Regulations is considered a default of the special restrictions or ground lease. This includes but is not limited to prompt payment of Homeowners Association dues and ground lease fees.

14. Bankruptcy

Restrictions are recorded on properties with the strict intent that the restrictions will run with the property in perpetuity. Restrictions may not be stripped from the property in cases of bankruptcy.

7-2. Process for Default Contested Case Hearings

All default hearings are conducted in compliance with the Wyoming Administrative Procedures Act and are contested cases for which the rules and processes are set forth herein. All requests for hearings and subsequent documents shall be submitted and filed with the Housing Department, and all records related to the contested case hearing shall be maintained by the Housing Department.

a. Notice of Default

When the Housing Department deems an owner to be in default of a special restriction, the Housing Department shall notify the owner with a Notice of Default Letter.

1. The Notice of Default shall be sent to the owner via U.S. Mail certified with return receipt requested and via email, if an email address is known. The letter will be considered delivered on the date it is sent.
2. The owner shall have thirty (30) days from the date of the Notice of Default to:
 - a. Cure the default,
 - b. Request a default hearing of the Jackson/Teton County Housing Authority Board, or
 - c. Provide the Housing Department with a “Letter of Intent to Sell” the home or unit in accord with the special restriction.
3. The Housing Department shall determine what constitutes a cure of the default based upon the special restriction and the circumstances of the owner.

b. Request for Default Hearing

In the event the owner fails to cure the default or desires to challenge the default identified by the Housing Department, the owner may request a hearing before the Jackson/Teton County Housing Authority Board (JTCHA) to determine the merits of the allegations of the default.

1. To request a hearing, the owner must submit a “Request for Default Hearing” form to the Housing Department within the thirty (30) day cure period.

2. A fee shall be charged by the Housing Department for such “Request for Default Hearing.” The fee amount will be set annually in a separate document titled “Annual Fees” to be updated and published by the Housing Department.

c. Failure to Respond to Default

If the owner fails to respond to the Notice of Default, the Housing Department will consider the non-action or failure to respond as a breach of default and shall take steps to enforce the default in accord with the applicable Special Restriction and/or the *Housing Department Rules and Regulations*. Enforcement of the breach or violation includes but is not limited to forcing the sale of the home or unit.

d. Default Hearing

1. JTCHA may designate a Hearing Officer and sign an “Order Appointing the Hearing Officer.” If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence.
2. Within thirty (30) days of the signed Order, the Hearing Officer will issue a scheduling order, which shall include the Official Notice of Hearing, and deadlines for the parties to submit evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums.
3. Evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums, to include a written statement of facts, conclusions of law, and proposed order shall be exchanged by the parties, filed with the Housing Department in the contested case proceeding, submitted to the Hearing Officer and to the JTCHA, at least fifteen (15) days prior to the hearing date. Any document or witness not included in these submissions by the deadline shall not be raised at the hearing and shall not be admitted into evidence at the hearing.
4. Hearing proceedings may be recorded, but are not required to be transcribed. If either party wishes to have a court reporter present to transcribe a hearing, all associated costs shall be paid by the party unless the parties agree to share costs.
5. All witnesses who provide testimony at the hearing will be sworn in under oath by either a court reporter if one is present, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. The parties shall be permitted to cross-examine witnesses, and the

JTCHA and the Hearing Officer shall have the opportunity to ask questions of the witnesses and Housing Department staff.

6. The Housing Department's determination the Notice of Default is presumed to be correct, and the burden of proof shall be on the complainant, not on the Housing Department.
7. If the owner requires an interpreter, the Housing Department will make arrangements to provide one and bear the costs.
8. If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, can proceed to review the evidence based upon the written submissions, or can deem the failure to appear as a breach of default.

e. JTCHA Deliberation and Decision

1. Deliberation

The Hearing Officer or JTCHA Chair, if no Hearing Officer is present, shall close the evidentiary hearing, and the Housing Authority Board will commence deliberation in public to include the following:

- a. The JTCHA will examine the special restriction, the evidence presented in writing, and any testimony provided at the hearing and shall make a determination on the allegations of the Notice of Default based upon the preponderance of evidence standard of review.
- b. The burden of proof shall be on the owner to refute the alleged default.

2. JTCHA Decision

The JTCHA Decision will be to either:

- a. Affirm the Housing Department's Notice of Default. The Housing Department would proceed to exercise its remedies against the owner according to the special restriction or ground lease recorded on the property, or
- b. Reject the Notice of Default of the Housing Department and no further action would be pursued for the specific alleged default under the special restriction or ground lease recorded on the property.

3. JTCHA Decision and Motion

The JTCHA shall make a motion in the affirmative {e.g.: I move to affirm the Housing Department's assertion that the owner (owner's name) of (address) is in default of the Special Restriction recorded on the property pursuant to the Notice of Default.} The motion shall receive a second. JTCHA will enter into discussion on the motion and vote. If the motion carries, the JTCHA affirms the Notice of Default. If the motion fails, the JTCHA has decision

4. Order of Decision

The prevailing party will draft the Findings of Fact and Conclusions of Law and Order, which shall set forth the Board's decision. The Findings of Fact and Conclusions shall be transmitted to the Hearing Officer, then reviewed and approved by the JTCHA at a subsequent meeting of the JTCHA in a timely manner no later than sixty (60) days following the hearing date, which shall be properly noticed and open to the public. The Order shall be filed in the contested case file with the Housing Department. No appeal of the JTCHA decision shall be made to the Jackson Town Council or the Board of County Commissioners. Any appeal of the JTCHA Order shall be to the District Court of Teton County, Wyoming, unless otherwise stated in the Special Restriction.

7-3. Process for Exception Hearing

a. Request for Exception

The Housing Department will consider requests for exceptions to rules pertaining to qualification and eligibility criteria as well as to rules pertaining to occupancy and use. Granting of exceptions is rare; however, it is recognized that certain unique circumstances exist that are not contemplated in these *Housing Department Rules and Regulations*. Exceptions will only be granted in unique circumstances that are beyond control of the household, and are not addressed in these *Housing Department Rules and Regulations*. Requests for exceptions must be submitted prior to the opening of a weighted drawing for a home. In cases where a weighted drawing is not used for identifying a buyer, the request must be submitted prior to submission of an application. All Requests for Exceptions are subject to the review and approval of the Housing Manager

A household may submit a "Request for Exception" to the Housing Department using the "Request for Exception" form with the required fee, which is specified in a separate "Fee

Schedule” document that is updated annually. The Housing Manager will review and render a decision on the Request for Exception within fifteen (15) days from the date of submittal.

b. Request for Exception Hearing Process

If the Request for Exception is denied by the Housing Manager, the applicant may request a hearing of the JTCHA.

1. Submit a Request for Hearing form with a fee to the Housing Department within fifteen (15) days of the date of denial of “Request for Exception.”
 - a. Requests for Exception Hearings must contain the following information:
 - i. The particular ground(s) upon which it is based, including a copy of the Request for Exception and the Housing Manager's decision;
 - ii. The action or remedy requested;
 - iii. The name address, telephone number of the complainant and similar information of complainant’s representative, if any;
 - iv. Proof of notification of hearing request to the housing unit’s Homeowners Association, if applicable; and
 - v. Appeal Fee.

c. Housing Department Review and Recommendation

All requests for hearings will be reviewed by Housing Department for completeness and provided to the JTCHA Board within thirty (30) days with a recommendation for action, copied to the complainant and/or representative.

d. Hearing

The hearing will be heard by the JTCHA Board at a properly noticed meeting scheduled at least thirty (30) days following the Housing Department's receipt of the “Request for Hearing” to ensure notice and due process.

1. Hearing Officer

9. JTCHA may designate a Hearing Officer and sign an “Order Appointing the Hearing Officer.” If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence.

- a.
- b. If a Hearing Officer is designated, within thirty (30) days of the signed order, the Hearing Officer will send out a scheduling order (Official Notice of Hearing) and timeline.
- c. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.

2. Hearing Process

- a. JTCHA may designate a Hearing Officer and sign an “Order Appointing the Hearing Officer.”
- b. Within thirty (30) days of the signed order, the Hearing Officer will send out a scheduling order (Official Notice of Hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.
- c. Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party fifteen (15) days prior to the hearing date.
- d. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.
- e. All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA shall have the opportunity to ask questions of the witnesses and Housing Department staff.
- f. The Housing Department’s decision concerning the exception will be assumed correct, and the burden of proof shall be on the complainant.
- g. If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.

3. JTCHA Decision Binding

Based on the evidence considered at the hearing, the JTCHA will provide a decision by means of a motion and majority vote. The decision of the JTCHA shall be binding, and the Housing Department shall take all actions necessary to carry out the decision. No appeal of the JTCHA shall be made to the Town Council or County Commissioners. Any appeal shall be made to the District Court of Teton County, Wyoming.

e. Other Remedies

The Housing Department shall have the right to enforce the provisions of these *Housing Department Rules and Regulations* under any civil or criminal remedy provided under Wyoming Law.

7-4. Grievance Procedure

A grievance is any dispute that seller, buyer, or owner may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status. A grievance may be presented to the Housing Department under the procedures below.

a. Request for Grievance Form

Any grievance must be presented in writing to the Housing Department on the "Request for Grievance" form and include:

1. The particular ground(s) upon which it is based;
2. The action or remedy requested;
3. The name address, telephone number of the complainant and similar information of complainant's representative, if any; and
4. Grievance fee.

b. Housing Department Review and Decision

1. The Housing Department Housing Manager will review all "Requests for Grievances."

2. The Housing Manager shall issue a written letter summarizing the decision regarding the requested grievance within thirty (30) days of receipt of the "Request for Grievance." The letter will be sent via U.S. mail certified return receipt requested and via email if an email address is known.
3. The applicant may request a hearing of the JTCHA pursuant to Section 7-3.a.2. if the grievance decision of the Housing Manager is disputed.

8-1. Occupancy and Use

Rental and ownership units have occupancy and use restrictions. Households will be required to obey the following occupancy and use restrictions.

a. Household Income

Households who own or rent a Workforce home and households who rent an Affordable home will be required to requalify annually to verify that their income meets the requirements of the restriction.

b. Employment Requirement

Households who own or rent a Workforce or Affordable home will be required to verify that they are meeting the employment requirement. At least one adult in the household must be employed with a local business a minimum of an average of thirty (30) hours per week or one thousand five hundred sixty hours annually. The employment calculation will be based on the prior calendar year. Affordable homes sold prior to June 4, 2018 will not have this requirement.

c. No Teton County Residential Real Estate

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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 fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

d. Occupancy

1. Household Occupancy

Each residential unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a residential unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Each owner of an owner-occupied residential unit shall physically reside therein on a full-time basis, at least ten (10) months each year (a year being twelve (12) months beginning with the first month following the month the household took ownership).

a. Leave of Absence

The Housing Manager of the Housing Department may grant a one (1) year leave of absence if the household submits a "Request for Leave of Absence" form, along with the coinciding fee.

b. Permission to Rent

Owners who need a leave of absence may request to rent their residential unit. This is done by submitting a "Request to Rent" form to the Housing Department along with the coinciding fee.

c. Attainable Housing Program Exception

Attainable housing owners are allowed to rent a room in their home as long as the owner still occupies the units on a substantially full-time basis (9 months per year as required by their Special Restriction).

2. Owner Occupancy

Owners of Affordable or Workforce rental units shall not reside in or occupy the residential unit. For purposes of this paragraph, if owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any

partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.

3. Household Composition

Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a residential unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the residential unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

4. Guests

No persons other than those comprising the Qualified Household shall be permitted to occupy Affordable or Workforce rental units for periods in excess of ten percent (10%) of the rental term in cumulative days per calendar year.

No persons other than those comprising the Qualified Household shall be permitted to occupy Affordable or Workforce ownership units in excess of thirty (30) cumulative days per calendar year.

e. Use

1. 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.

2. Compliance with Laws, Declaration

The residential unit shall be occupied in full compliance with these Housing Rules and Regulations, Special Restrictions, 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.

3. 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 the homeowner's

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association and shall make all repairs and maintain the residential unit in a safe, decent, sanitary (see definitions) manner. 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.

4. Capital Improvements

The owner may only undertake capital improvements according to these Rules and Regulations (Section 5-1.e). The policy includes but is 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.

5. 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.

6. Periodic Reporting, Inspection

In order to confirm compliance with the Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with the Special Restrictions and the Rules and Regulations 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 8.~~ SECTION 9.

DEFINITIONS

~~8-1.~~ 9-1 Definitions

Accessible Unit: A unit that has been built or adapted with specific design features that make the unit accessible to those with mobility and hearing handicaps.

Application: A packet that households who are selected in an affordable housing weighted drawing submit for Housing Authority staff to verify that the household is qualified to purchase the home. The application consists but is not limited to the following:

- ✓ Housing Department Application for Restricted Ownership or Rental Housing
- ✓ Signed Certification and Oath
- ✓ Signed Authorization to Release Information
- ✓ Completed Lender's Qualification Worksheet (completed by lender)
- ✓ Full three tier Credit Report that includes credit scores. (Can be obtained from lender)
- ✓ Previous two years of tax returns with W-2s
- ✓ Employment Affidavit for each job currently held by wage earners in the household
- ✓ If self-employed, previous three years of tax returns with an income statement and a balance sheet.

Appeal: A process requested by an applicant/owner/renter when they understand the qualification, eligibility, and preference criteria and have requested an exception from the Housing Manager and have been denied.

Approved Lending Institution: Approved lending institutions include institutional lenders; community loan funds, or other similar nonprofits; or other legitimate, non-affiliated finance companies. *See Definitions of Institutional Lenders and Community Loan Fund.*

Asset: *see Household Net Asset.*

Assigned Number: A computer-generated number based on first name of applicants in alphabetical order that households are listed in a weighted drawing.

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Area Median Income (AMI): A figure published annually by HUD which is calculated by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half earning more.

Authorization to Release Information Form: This form, which an affordable housing applicant signs, allows the Housing Department staff to verify information supplied by applicants from banks, employers, etc.

Balance Sheet: A statement of the total assets and liabilities of a business.

Bid Period: The time period that the Housing Authority accepts bids for an available housing unit. The bid period only takes place if no weighted drawing entry sheets are submitted for an available restricted housing unit.

Borrowed Light: An indirect source of natural light; for example, a room in a home uses borrowed light when it has a window that looks into another room, where the other room receives direct sunlight.

CLTV: Combined Loan to Value. Loan to Value is the ratio of the loan amount to the value of the home. Combined Loan to Value is when a second mortgage exists and the two loan amounts are combined and compared to the value of the home.

Capital Improvements: Improvements done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy.

Caregiver: A full-time Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming resident who is or was volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and was therefore unable to gain full-time employment in Teton County.

Closing Date: The date on which ownership of property transfers from the former owner to the new owner.

Community Loan Fund: A loan fund that is set up in a community for the purpose of providing down payment assistance or other types of loans for restricted housing units.

Critical Services Provider: An employee or volunteer of a community based institutional or non-profit organization on call 24 hours per day for public safety emergencies.

DTI: Debt to Income. This is a ratio that compares the amount of debt a household has to the amount of income they make. It is used to analyze the ability of a household to pay their debt.

Deed Restriction: A document recorded against a housing unit that describes the unit's housing program. It provides restrictions on the purchase, occupancy, use, and resale of the restricted

housing unit. A deed restriction is a type of restrictive covenant that is recorded at the time of certificate of occupancy.

Dependent: A child or adult who lives with the household and can be claimed on the tax returns of an adult in the household.

Developer: An individual or group who builds housing.

Disabled: Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

Earnest Money: Money that a buyer gives to a seller to bind a contract. Earnest money goes toward the costs of the purchase of the home and is held in escrow by the title company until closing.

Eligibility Criteria: Criteria defined in either the Deed Restriction or the *Housing Department Rules and Regulations*, which are used to measure whether a household is eligible to apply for a unit.

Employment-Based: A restricted housing unit where occupancy is limited to employees in Teton County, Wyoming. There are no income qualifications for an occupant. This type of unit may include, but is not limited to, Accessory Residential Units and Employment-Based Units.

Employment Requirement: At least one member of a household must demonstrate an average of 30 hours per week (1560 hours per year) of employment in Teton County, Wyoming; or demonstrate a clear intent to work an average of 30 hours per week in Teton County, Wyoming (must have been hired even if hasn't started the job yet.)

Exception: If a household understands the eligibility and qualification criteria, but feels their situation is unique and there is a compelling reason the rule(s) should not apply to them, they may request an exception. Exceptions are only considered before a weighted drawing process opens or before an application is submitted.

Fair Market Rents (FMR): Fair market rents are the maximum chargeable gross rent, including utilities, in an area for projects participating in the Housing and Urban Development (HUD) Section 8 Program. The HUD Section 8 Program targets incomes of 80% and below of the Median Family Income (MFI). The Jackson/Teton County Affordable Housing Department does not participate in HUD's Section 8 Program; however, FMR applies to some Employee Housing rental units. The rental rate corresponds to the amount of bedrooms in a unit.

Final Development Plan Approval: The point in the development review process when either the Teton County Board of County Commissioners or the Town of Jackson Town Council approves a development.

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Final Inspection: The inspection that is done on a home at least 48 business hours before closing on the sale of the home. The purpose is to determine whether the home has been properly cleaned and that proper maintenance and repairs have been completed.

Finance Company: A company that regularly makes loans to clients.

Garage: An enclosed shelter for automotive vehicles.

Grievance: A dispute that sellers, buyers, or owners may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status.

Habitable Floor Area: Habitable floor area is floor area used for living purposes, usually having access to heat, plumbing, and electricity. It includes foyers, hallways, restrooms, closets, storage, and other common areas within a building. Habitable floor area does not include mechanical rooms, elevators and fireplaces. Habitable floor area is measured either from the exterior of the faces of the building or the exterior limits of any interior wall that separates habitable floor area from uninhabitable floor area, whichever is applicable.

Handicapped:

Hearing Impaired: Individuals with hearing measures between 25 dB and total hearing loss.

Mentally Challenged: Individuals who have an intellectual functioning level that is well below average and that causes significant limitations in daily living skills.

Mobility Impaired: Individuals who have reduced function of legs and feet that leads them to be permanently dependent on a wheelchair or an artificial aid to walking.

Heir: A person legally entitled to the property of another person upon the latter person's death.

Homebuyer Education: Class required by the Jackson/Teton County Housing Authority for households to be eligible to purchase a restricted housing unit. The class educates homebuyers about the entire home buying process.

Homeowners' Association: An organization comprised of neighbors concerned with managing the common areas of a subdivision or condominium complex. These associations take on issues such as plowing, clearing sidewalks, painting exteriors of a subdivision and collecting dues from residents. The homeowners' association is also responsible for enforcing Covenants, Conditions & Restrictions (CC&Rs) that apply to the property. They do not enforce Deed Restrictions.

Household Income: The current income going forward 12 months of all adult wage earners within a household before taxes. Income from dependents that are enrolled in college or another type of school is not included in the household income calculation. For self-employed individuals, Income is the net income from the business with depreciation added back in

averaged over either the life of the business or the last three (3) years, whichever is shorter. Other types of deductions may be added back in as well, such as home business use.

Household Net Assets: The value of all assets over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts, business assets are limited to liquid assets.

Housing Programs: Programs intended to provide housing for the workforce of Teton County and administered under the Jackson/Teton County Affordable Housing Department They include ownership and rental units created through the Land Development Regulations, through the direct construction of restricted housing units, or the financing thereof.

Housing Mitigation Plan: The portion of a development plan that specifies how an applicant will satisfy the Affordable and/or Workforce Housing requirements in Division 6.3.6 of the Teton County and Town of Jackson Land Development Regulations.

Immediate Family Member: Individuals that include a parent, spouse or child, including stepchildren, foster children, step-parents and foster parents.

Initial Inspection: An inspection done on a home once a letter of intent to sell is received by the Housing Department. The purpose is to inform the seller of the selling process and to check for maintenance and repairs that may be required before the sell occurs.

Institutional Lender: A lender that is a legitimate financial institution that regularly loans money for real estate transactions.

Joint Tenancy: When two or more people own property as joint tenants and one owner dies, the other owners automatically own the deceased owner's share. No will is required.

Leave of Absence: Permission granted by the Housing Department for an owner of a restricted housing unit to be absent from the unit for an extended period of time for a legitimate and compelling reason, without violating the unit's deed restriction.

Lawful Permanent Resident: Any foreign national who has been granted the right to reside permanently in the United States. Lawful Permanent Residents may apply for Affordable and Attainable housing but are ineligible to apply for Employment-Based housing, as it is available for US Citizens only.

Lender's Qualification: The Institutional Lender's judgement of the household's financial ability to obtain financing for purchasing a home.

Letter of Intent to Sell: A letter that a homeowner submits to the Teton County Housing Authority informing the Housing Department that they desire to sell their restricted housing unit. The Housing Department must receive this letter before the selling process can begin.

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Liabilities: Any debt, loans, or balances that a household owes. Liabilities are subtracted from assets when calculating Household Net Assets.

Living Space: A room in a home used by a family for leisure activities, entertaining guests, etc. It includes space for couches, chairs, tables, and may open to the kitchen.

Local Business: ~~A local business is a brick and mortar establishment that employs workers in Teton County, and that is located within Teton County, and can include both for profit and not-for-profit entities.~~ A local business means (1) 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, (2) the business serves clients or customers who are physically located in Teton County, Wyoming, (3) the employees/owners must work in Teton County, Wyoming to perform their job. Or a business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

Maintenance: A repair or maintenance item is an expenditure that restores a property to a sound state.

Maintenance Adjustment: The amount of money credited to the buyer at closing for maintenance, cleaning, or repairs that are found to be needed on the home at the final inspection.

Maximum Rental Rates: The maximum rental rate that may be charged to a tenant occupying an Employee Housing unit. The rates must include basic utilities (water/sewer, electric, gas, and trash removal). The specific restriction recorded on the unit instructs the method to be used to calculate maximum rental rates.

Maximum Resale Price: The maximum amount that a restricted housing unit can be sold for. This price is calculated by the Housing Department according to the restricted housing unit's deed restriction or the *Housing Department Rules and Regulations*.

Maximum Resale Letter: A letter given to a seller of an Affordable or Employment-Based housing unit informing them of the maximum amount that the unit may be sold for

Maximum Sales Price: The maximum amount that newly-provided ownership housing units can be sold for initially. There is 10 percent reduction from the maximum sales price for no garage and a 20 percent reduction from the maximum sales price if the unit is below grade.

Median Family Income (MFI): The Department of Housing and Urban Development (HUD) calculates this figure by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half

earning more. Then, adjustments are made based on family size. The Jackson/Teton County Affordable Housing Department uses MFI to determine eligibility for restricted housing units. The Housing Department also uses MFI to calculate maximum sales prices.

Military Service: Active deployment in the U.S. Armed Services for any amount of time. Military Service counts as employment in Teton County, Wyoming for the sake of gaining the 1-year eligibility in the weighted drawing if the person deployed met employment criteria in Teton County Wyoming for minimum of two years immediately prior to deployment.

Net Livable Floor Area: This area is calculated on interior living area and is measured interior wall to interior wall, including all interior partitions including, but not limited to habitable basements and interior storage areas, closets and laundry areas. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.

Nonqualified Transferee: A household to whom the title of a restricted housing unit is transferred, but it does not meet the qualification and eligibility standards set out in these *Housing Department Rules and Regulations*.

Occupancy Requirements: A type of preference used in the Affordable and Employment-Based Programs' weighted drawing selection processes through which household is eligible to enter a weighted drawing based on how closely it aligns with the unit size.

Original Purchase Price (OPP): The amount the current homeowner originally paid for the home.

"Plus" Units: Restricted housing units that have extra floor area for offices, play areas, etc.

Post-Secondary Education: Attendance as a full-time student at an educational establishment after high school or college preparatory school.

Possession Date: The date a buyer takes possession of a home. This is normally the date of closing unless for some reason funds are unable to be disbursed on that day or other arrangements are made.

Price Opinion: The market value of residential or commercial property, as determined by a local real estate firm.

Primary Education: Attendance at a school for primary education located in Teton County Wyoming.

Primary Residence: A Household's sole residence, occupied at least ten (10) months during each calendar year, or as otherwise stated in the Housing Unit's Restriction.

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Profit and Loss Statement: A statement showing a business's income and expenses up through the month prior to application.

Purchase and Sales Contract: Contract entered into by the seller and the buyer which outlines the terms and conditions under which the property will be sold.

Qualified Critical Services Provider: An employee or volunteer on call 24 hours per day for public safety emergencies of an approved community-based organization that provides immediate response to health and safety services.

Qualified Employee: A person who works for a local business in Teton County Wyoming a minimum of 1,560 hours annually (average of 30 hours per week).

Qualification Letter: Letter issued to applicant confirming that they are qualified to purchase the home. This letter is needed by the Title Company in order to allow the closing to take place.

Qualified Households ~~or Qualified Buyer~~: Households ~~or buyers~~ that have applied for housing through the Housing Department, where Housing Department staff deem them as eligible to purchase a restricted housing unit after verification of information, based on the unit's Deed Restriction and the *Housing Department Rules and Regulations*. Information includes but is not limited to household income, assets, employment, and minimum occupancy requirements.

Qualified Mortgage/Qualified Mortgagee: A loan attained from an Approved Lending Institution/the buyer of a restricted housing unit that has been approved for a mortgage.

Resale Process: The process by which an owner of a restricted housing unit sells it to a new owner.

Residential Property: A parcel that either includes a residential dwelling unit, or has the by-right potential for developing a residential dwelling unit per local zoning regulations.

Restricted Housing Unit: Any housing units in the Town of Jackson or Teton County that have Restrictive Covenants or Ground Leases that regulate the occupancy, use, sale, and/or rental of the unit or are restricted by the Land Development Regulations in order to further the Town/County's workforce housing goals.

Restrictive Covenant: a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to ensure the affordability of a housing unit for perpetuity (sometimes referred to as Special Restrictions, Deed Restrictions, or Restrictions).

Restrictive Covenant Template: A standard form to be used as a recorded instrument on all restricted housing units.

Restrictive Covenant Information Sheet: A form that the developers of restricted housing units must fill out as part of the Housing Mitigation Plan.

Retirement Age: The age at which the Federal Social Security Administration allows an individual to begin collecting Social Security.

Safe Decent Sanitary Housing: Safe, decent sanitary housing means that housing units must be kept in a habitable state fit for human occupancy to protect the physical health and safety of the renter. Landlords must:

- a. Maintain common areas of the residential unit in a sanitary and reasonably safe condition.
- b. Maintain electrical systems, gas systems, plumbing, heating and hot and cold water and keep them in working order.
- c. Unit must be structurally sound, clean, weathertight, in good repair, and meet local building codes in place at time of construction or as required for a change of use, if applicable.
- d. Maintain other appliances and facilities as specifically contracted in the rental agreement.

Secondary Education: Attendance at a high school or college preparatory school located in Teton County, Wyoming.

Settlement Statement: Itemizes all costs, and/or credits due from the buyer and seller at closing.

Teacher: Any individual who (1) works with individuals age three (3) – eighteen (18), (2) whose duties involve classroom or other instruction or the supervision or direction of classroom or other instruction, and (3) whose primary employment is at least thirty (30) hours a week for at least nine (9) months per year, but is not employed in that position for at least two (2) months per year.

Tenancy-In-Common: When two or more people own a shared interest in a property. If one owner dies, they can will their portion to other beneficiary(s) and not to the other owner(s) if they desire.

Uniform Residential Loan Application (or Fannie Mae Form 1003): The application required by law for mortgage lenders to use to supply home loans. The Housing Department may require that applicants supply this application when applying for a restricted housing unit.

Verification Checklist: Checklist used by JTCHA to verify whether a household is qualified to purchase a particular home.

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Voluntary Affordable/Employee Housing Units: Units with a restricted rent or sale price to be affordable to households earning no more than 200 percent of Teton County Median Family Income. An applicant may propose these units in addition to those required by the Land Development Regulations.

Weighted Drawing: The event that selects the order, of all the applicants for an applicable restricted housing unit, which the home will be offered for sale.

Weighted Drawing Entry Period: The period (normally two weeks) that the Housing Department accepts weighted drawing entry sheets for an available restricted housing unit.

Weighted Drawing Entry Sheet: Households complete a weighted drawing entry sheet and submit it to the Housing Department along with other documentation within the weighted drawing entry period when the household is interested in purchasing an available restricted housing unit.

Weighted Drawing Number: A number that a household receives from a weighted drawing that reflects the household's standing in the weighted drawing for an applicable restricted housing unit.

Weighted Drawing Form: The form used to record all households who submitted weighted drawing entry sheets for a particular home. The households are recorded in alphabetical order. This form is given to outside counsel who then assigns each household a number. The numbers are placed in a pool and drawn out one by one. The results of the drawing are recorded in order on the Weighted drawing Form and returned to the Housing Department.

Weighted Drawing Process: The process by which the Housing Department accepts weighted drawing entries from households wishing to purchase a restricted home and determines the order the households will be offered the home for purchase. (Separate lotteries are conducted for each program).

Workforce Housing Program: An incentive program applicable within the Town of Jackson through which bonus floor areas are available in nonresidential or mixed-use buildings if the developer provides restricted housing units. These units can be either Ownership or Rental, and the number of units to be provided is determined by a ratio set out in the Town LDRs.



Self Employed Income Calculation Policy

Gross income is used minus cash expenses.

Businesses that do not have 2 full prior years of income:

1. Tax returns are used to get gross income earned in the first year of business minus cash expenses (if taxes have not been paid, the Profit and Loss will be used for that year to get gross income minus cash expenses). The gross income will be divided by the number of months the business was operating during that year. That number will be multiplied by 12 to get one year of income for the first year.
2. If the business has a full year of income in the second year of operation, the tax returns will be used to get gross income minus cash expenses. This will be the income for the second year.
3. If there is no income for the current year. The first and second years will be averaged.
4. If there is income for the current year, the Year to Date (YTD) Profit and Loss will be used to get gross income minus cash expenses. The gross income will be divided by the number of months to date in the current year. That number will be multiplied by 12 to get one year of income for the current year.
5. The current year will then be averaged with the past year(s).
6. If there is only the current year, the current year number will be used.

Businesses that have 2 full prior years of income:

1. Tax returns will be used for each of the 2 prior years.
2. The gross income minus cash expenses for each year will be used.
3. For the current year, the YTD Profit and Loss will be used. The gross income minus cash expenses divided by the number of months to date in the current year to get average monthly income. The average monthly income will be multiplied by 12 to get one year of income for the current year.
4. The current year will be averaged with the 2 prior years.
5. If there is no income for the current year, Step 1 will be used to calculate for 3 prior years and the 3 prior years will be averaged.
6. If the third prior year is the first year the business was operating, tax returns will be used to get gross income minus cash expenses. The gross income will be divided by the number of months the business was operating in that year to get average monthly income. Average monthly income will be multiplied by 12 to get one full year for the first year in business.

Seasonal Businesses:

1. The steps above will be used to get average monthly income. The average monthly income will be multiplied by 12 to get one full year of income.



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

**JOINT INFORMATION MEETING
AGENDA DOCUMENTATION**

PREPARATION DATE: July 18, 2019
MEETING DATE: July 22, 2019

SUBMITTING DEPARTMENT: Affordable Housing
DEPARTMENT DIRECTOR: April Norton
PRESENTER: Stacy Stoker

SUBJECT: Revised Special Restriction Templates

STATEMENT/PURPOSE

Approval of standard special restriction templates reflecting the updates to the Housing Standards in the Town of Jackson and Teton County Land Development Regulations (LDRs), and the updates to the Jackson/Teton County Housing Department Rules and Regulations (Housing Rules and Regulations).

BACKGROUND/ALTERNATIVES

On July 4, 2018 the Town Council and Board of County Commissioners updated the Housing Standards in the LDRs and the Housing Rules and Regulations. The Housing Department drafted standard restriction templates, to reflect the approved updates. On December 3, 2018, the Boards adopted Standard Restriction Templates for Affordable units, Workforce Ownership units, and Workforce Rental units, along with Amended and Restated versions to replace restrictions on units as they sell.

Since October, the Housing Department has had requests from developers to make certain changes to Standard Restriction Templates and, as these requests have been made, staff brought them to the respective Boards on a case by case basis. Staff is now recommending that some of these changes be included in the Standard Restriction Templates.

Changes to the Special Restriction Templates:

Affordable Ownership Restriction:

Staff has noted and recognized that the Affordable Ownership Restriction does not allow a developer to own the units during the period they are for sale. To address this issue, the following changes were made:

- Globally for each instance throughout the document the provisions were made applicable to either *or both* "the Owner" (i.e. the developer) and/or "owner" (i.e. an individual unit purchaser").
- Fifth Whereas Clause: This Whereas Clause now allows the developer to own the units during the time they are for sale.
- Section 1: Added that the Restrictions trumps the Rules and Regulations in cases of conflict.
- Section 2: Added language requiring the initial sale process to begin no later than receipt of Certificate of Occupancy. This ensures that the units will be listed for sale in a timely manner.
- Section 3, 4, 6 & 7: An "Initial Sale" by the developer is now distinguished from subsequent sales by individual unit owners.

- Section 6: “Maximum Resale Price” was changed to “Maximum Sale Price,” and the CPI used was changed from Denver Boulder Greeley to Denver Aurora Lakewood (due to a change in name of the CPI). The Maximum Sale Price is also defined for “Owner” (defined as the developer) and “owner” (defined as all owners subsequent to the developer).
- Section 7: Added that Defaults are subject to notice to the Housing Department and opportunity to cure that is consistent with the Rules and Regulations.
- Section 8: Defaults are subject to notice to the Housing Department and opportunity to cure according to the Rules and Regulations.

Developers often need construction financing to construct a development that is set up to roll into long-term financing. However, currently the Affordable Ownership Restriction does not allow a construction lender to be included as a “Qualified Mortgagee.” To address this issue, the following change was made:

- Section 9: Added construction lenders as Qualified Mortgagees with the ability to finance up to 100% Loan to Value (LTV).

In cases where there are multiple restricted units in a development, the Housing Department needs the ability to exercise its Option to Purchase either one (1) unit or more than one (1) unit. However, this was not provided for in the first version of the Affordable Ownership Restriction. To address this issue, the following change was made:

- Section 8.A.1: This paragraph was changed to clarify and allow the Housing Department to purchase multiple units as a group, but also the ability to exercise its Option to purchase an individual unit.

Affordable and Workforce Rental Restriction - Apartment:

Two small changes were made to the Rental Apartment restrictions to make them consistent with the Rental Condominium restrictions:

- Section 2.O: Language clarified for records to be kept for “not less than” two (2) years.
- Sections 4 & 5: Language was added making any default subject to the notice and cure provisions of the Housing Rules and Regulations.

Affordable and Workforce Rental Restriction - Condominium

An Affordable Rental standard template for condominiums was never adopted. Changes to the Affordable Rental Restriction to make it suitable for condominiums are:

- Globally: References to Residential Unit Complex have been removed.
- Globally: References to property owned known as Land have been removed.
- Section 2.G: Language on how to calculate rent has been clarified.
- Section 2.O: Language clarified for records to be kept for “not less than” two (2) years.
- Section 3: Language added to require an owner to notify the Housing Department of a sale at minimum 10 days prior to closing.
- Sections 4 & 5: Language was added making any default subject to the notice and cure provisions of the Housing Rules and Regulations.
- Section 5.C: The Revocation language was changed from the right to seek enforcement through revocation of the development permit to revocation of the rights to use or occupy the Residential Unit.
- Section 5.D: Added the right of the Housing Department to seek enforcement of the Special Restrictions through Section 8.9 of the Land Development Regulations, which includes revoking a development permit.

Workforce Ownership Restriction:

Staff has noted and recognized that the Workforce Ownership Restriction does not allow a developer to own the units during the period they are for sale. To address this issue, the following changes were made:

- Fifth Whereas Clause This Whereas Clause now allows the developer to own the units during the time they are for sale.
- Section 1: Added that the Restrictions trumps the Rules and Regulations in cases of conflict.
- Section 2: A period of time was added giving a deadline for the developer to sell the units. Staff is recommending one (1) year

- Section 3, 4, 6 & 7: An “Initial Sale” by the developer was distinguished from subsequent sales by individual unit owners.
- Section 8: Defaults are subject to notice to the Housing Department and opportunity to cure according to the Rules and Regulations.
- Section 9: Added a process in case units don’t sell within one year. An appraisal will be done, and the price may need to be lowered. Units will be sold through the weighted drawing process according to the Housing Rules and Regulations.
- Globally for each instance throughout the document the provisions were made applicable to either *or both* “the Owner” (i.e. the developer) and/or “owner” (i.e. an individual unit purchaser”).

Developers often need construction financing to construct a development that is set up to roll into long-term financing. The Workforce Ownership Restriction does not allow a construction lender to be included as a “Qualified Mortgagee.” To address this issue, the following changes were made:

- Section 10.A.1 adds construction lenders as Qualified Mortgagee with the ability to finance up to 100% Loan to Value (LTV).

In cases where there are multiple restricted units in a development, the Housing Department needs the ability to exercise its Option to Purchase either one (1) unit or more than one (1) unit. However, this was not provided for in the first version of the Affordable Ownership Restriction. To address this issue, the following change was made:

- Section 9.A.1: This paragraph was changed to allow the Housing Department to purchase multiple units as a group, but also the ability to exercise its Option to purchase an individual unit.

Restated Restrictions

The same changes were made to the restated restrictions as were made to the Affordable Rental, Affordable Rental – Condominium, Workforce Rental, Workforce, and Workforce Rental - Condominium except they were modified to appropriately function as an Amendment and Restated Restriction. No changes were needed to the already approved Affordable and Workforce Ownership Restrictions because all of those changes were related to the initial sale of the units. These restrictions will be recorded on homes that resell to bring them in line with the Rules and Regulations and Standard Restriction Templates. These restrictions will also be recorded on units whose owners wish to update the restrictions on their unit or in other situations where the Housing Department has the opportunity to re-record a restriction on a unit.

ATTACHMENTS

- Affordable Ownership Restriction – Redlined
- Affordable Rental Restriction – Apartments – Redlined
- Restated Affordable Rental Restriction – Apartments - Redlined
- Affordable Rental Restriction – Condominiums – Redlined
- Restated Affordable Rental Restriction – Condominiums - Redlined
- Workforce Ownership Restriction – Redlined
- Workforce Rental Restriction – Apartment – Redlined
- Restated Workforce Rental Restriction – Apartment - Redlined
- Workforce Rental Restriction – Condominium Redlined
- Restated Workforce Rental Restriction – Condominium Redlined

FISCAL IMPACT

N/A

STAFF IMPACT

Housing and Legal staff have spent a significant amount of time drafting and reviewing the Standard Restriction Templates. Housing staff will work with developers and owners to record appropriate restrictions on restricted units as they are built. Housing staff will also be impacted significantly facilitating sales, conducting compliance, and conducting annual reporting as units are added to the supply. Legal staff will be impacted by work on compliance issues. County Clerk staff will be impacted as restrictions need to be recorded in the Clerk’s office. All impacts on Housing staff have

been included in the FY19/20 work plan for the department that was provided to the elected officials during the budget review and is available on the department's website: jhaffordablehousing.org.

STAKEHOLDER ANALYSIS

Stakeholders include the local community members and employers who are seeking to secure housing for themselves or their employees, developers who are building restricted housing, and tourists who seek amenities and other products or experiences that are provided by our workforce.

LEGAL REVIEW

Reviewed by Lea Colasuonno, Interim Town Attorney and John Graham, Deputy County Attorney.

RECOMMENDATION

Staff recommends approval of the changes to the Standard Restriction Templates.

SUGGESTED MOTION

I move to approve the following Standard Restriction Templates with the changes as presented by staff:

Affordable Ownership

Affordable Rental - Apartments,

Affordable Rental – Condominiums

Workforce Ownership

Workforce Rental – Apartments

Workforce Rental – Condominiums

Synopsis for PowerPoint (120 words max):

Purpose:

Background:

Fiscal Impact:

**Special Restrictions
for Affordable Ownership Housing
Located at**

These Special Restrictions for Affordable Ownership Housing ("Special Restrictions"), are made and entered into this ____ day of _____, 20__, by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

PIDN: _____ ("Land")

WHEREAS, as a condition of its approval for permit # ("_____Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as _____, _____, Wyoming 830__ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Ownership Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*

(hereinafter "Residential Unit" or Residential Units").

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

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in and consideration of the insert approval type (FDP, CUP, etc) Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of a 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 insert the Town of Jackson or Teton County, 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. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

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"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein and in accordance with the Rules and Regulations and no later than receipt of a certificate of occupancy for the Residential Unit.

~~A.~~

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 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 or 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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special

Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, 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. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. 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 or 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 or 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 or 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 or 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 or 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 or owner. Owner or 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. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. 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. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. 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 or 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 or owner of such Owner’s or owner’s desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such Owner or 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 or owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM ~~Re~~SALE PRICE. To further insert the Town of Jackson or Teton County, Wyoming’s goal of providing affordable housing, a Residential Unit may not be sold for a purchase price in excess of the “Maximum ~~Re~~Sale Price.” The Maximum ~~Re~~Sale Price for an Owner is the Maximum Sale Price as calculated by the Housing Department in accordance with the Rules and Regulations. The Maximum Sale Price for an owner is the current owner’s purchase price plus an increase in price of the Denver-~~BoulderAurora-LakewoodGreeley~~ 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 ~~S~~Resale Price, the actual sales proceeds delivered to a selling ~~owner~~Owner or 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 ~~S~~Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling

Owner or owner, nor shall such purchaser pay or provide to a selling Owner or owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum SResale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 7. DEFAULT. Each of the following shall be considered a default (“Default”) subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

- 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 or 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 or owner’s notification.
- C. If the Residential Unit is taken by execution or by other process of law, or if Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of Owner or 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 or owner’s property by a court of competent jurisdiction.
- D. Fraud or misrepresentation by purchaser and/or Owner 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 or owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department’s decision, Owner or 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.~~

1. The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 5 and 6 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.

2. If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to the Owner or 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 a borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require Owner or 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 or 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 in Owner's or owner's behalf;

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

- D. Appointment of Housing Department as Owner's or owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Sale, Owner or owner hereby irrevocably appoints the then-serving Housing Manager as such Owner's or owner's attorney-in-fact to effect any such purchase or sale on Owner's or 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. Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of one hundred percent (100%); and

2. Is an owner's mortgage and 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

23. 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 an Owner or an owner or any family member of Owner or 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.

v. the provider or a loan as described in Section 9(A)(1)

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 or 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 or 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 or owner. In such event, Owner or 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 or 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 insert the Town of Jackson or Teton County, Wyoming. These Special Restrictions may be terminated after a determination by insert the Town of Jackson or Teton County, 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 or 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 or owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to an Owner or an 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 or 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 or 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 or 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 or owner's right of statutory redemption, in which event, if an Owner or 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 or owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, 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 insert the Town of Jackson or Teton County.

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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner or owner

_____To the address of record in the Teton County Assessor/Clerk's Office

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 or 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 or owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, 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 or owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, 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 insert the Town of Jackson or Teton County, 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.

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

, insert Mayor or Chair

ATTEST

, insert Town Clerk or County Clerk

**Special Restrictions
for Affordable Rental Housing
Located at Type Address, insert The Town of Jackson or Teton County**

These Special Restrictions for Affordable Rental Housing ("Special Restrictions"), are made and entered into this _____ day of _____, 20__, by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County Wyoming, and more specifically described as follows:

PIDN: ("Land")

WHEREAS, as a condition of its approval for permit # ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as _____, _____, Wyoming 830__ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Rental Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*
- *Unit _____, with _____ number of bedrooms with Income Range_____.*

(hereinafter "Residential Unit" or Residential Unit Complex").

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

WHEREAS, in accordance with the _____ Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the insert approval type (FDP, CUP, etc) Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, 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 RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 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”).
 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 any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for

supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

- 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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for [insert median family income range] is: [insert the current year's low end of the median family income range] multiply by [thirty percent (30%) and divide by twelve (12) = _____. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- K. 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.
- L. 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.
- M. Insurance. 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.

- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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 not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.

- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, ~~In~~ addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. 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.
~~Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit Complex.~~

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. 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 insert the Town of Jackson or Teton County. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. 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 and/or owner and/or other contact information 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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, and its 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 an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20__
(the "Effective Date").

OWNER:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 ____, the foregoing Special Restrictions for
Employee Housing was acknowledged before me by as of.

Witness my hand and official seal.

(Seal)

Notary Public

INSERT THE TOWN OF JACKSON OR TETON COUNTY:

Insert name of Mayor or Chair, insert Mayor or Chair

ATTEST:

Insert name of Town or County Clerk, insert Town Clerk or County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by insert name of Mayor or Chair as insert Mayor or Chair of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Apartment Rental Housing
Located at Insert property address insert Town of Jackson or Teton County

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day _____ Day of insert month _____, 20____ (the “Effective Date”), by insert name appropriate party from previous restriction and the undersigned owner (“Owner”) (“Special Restrictions”).

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as insert property address insert Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

[Click here to enter Legal Description](#)

PIDN:Click here to enter PIN. (the “Land”);

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, 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 forClick here to enter name of development and FDP #.) (the “_____ Approval”), Owner was required to Click here to enter how many units are being provided. provide:

[Click here to enter description of unit, income range, and location.](#)

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 insert approval type. FDP, CUP, or other 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 insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc. number of old restriction in book of photo insert book no. pages insert page numbers (the “insert year of recording Special Restrictions”);

WHEREAS, in accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent .

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 insert section number of the insert year of recording of old rest. 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 insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction ("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 insert the Town of Jackson or Teton County, Wyoming.

**Special Restrictions
for Affordable Rental Housing
Located at Type Address, insert The Town of Jackson or Teton County**

~~These Special Restrictions for Affordable Rental Housing ("Special Restrictions"), are made and entered into this _____ day of _____, 20__, by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.~~

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County Wyoming, and more specifically described as follows:

PIDN: ("Land")

WHEREAS, as a condition of its approval for permit # ("_____ Approval"), Owner was required to provide and restrict as follows:

~~Owner developed property addressed as _____, _____, Wyoming 830____ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Affordable Rental Housing in accordance with _____ Approval. Owner is restricting:~~

- ~~• Unit _____, with _____ number of bedrooms with Income Range_____.~~
- ~~• Unit _____, with _____ number of bedrooms with Income Range_____.~~
- ~~• Unit _____, with _____ number of bedrooms with Income Range_____.~~

~~(hereinafter "Residential Unit" or Residential Unit Complex").~~

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

WHEREAS, in accordance with the _____ Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.~~

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the insert approval type (FDP, CUP, etc) Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, 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 RULES AND REGULATIONS.

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):
 - 1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 - 2. Income Restriction. The Qualified Household’s gross income shall fall between 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”).

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 any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.
- 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 insert the Town of Jackson or Teton County, Wyoming

or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

- C. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for [insert median family income range] is: [insert the current year's low end of the median family income range] multiply by [thirty percent (30%) and divide by twelve (12) = _____. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to

the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.

- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- K. 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.
- L. 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.
- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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 not less than two (2) years.

- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, ~~in~~ addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. 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.
~~Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development, use or occupancy of the Residential Unit Complex.~~

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

SECTION 7. 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 insert the Town of Jackson or Teton

County. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. 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 and/or owner and/or other contact information 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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, and its 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 an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

OWNER:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 ____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by as of.

Witness my hand and official seal.

(Seal)

Notary Public

INSERT THE TOWN OF JACKSON OR TETON COUNTY:

Insert name of Mayor or Chair, insert Mayor or Chair

ATTEST:

Insert name of Town or County Clerk, insert Town Clerk or County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me by insert name of Mayor or Chair as insert Mayor or Chair of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

**Special Restrictions
for Affordable Condominium Rental Housing
Located at _____, Town of Jackson**

These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this day of _____, 20 , by the undersigned Owner ("Owner") the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

A Condominium Subdivision within _____ Town of Jackson, Teton County Wyoming.

PIDN: _____ ("Residential Unit~~Land~~")

WHEREAS, as a condition of its approval for permit # _____ received _____ (Date) ("FDP Approval") Owner was required to provide and restrict as follows:

(hereinafter "Residential Unit" ~~or "Residential Unit Complex"~~).

The Income Ranges are different than the Income Ranges defined in the Jackson/Teton County Housing Department Rules and Regulations because the FDP approval was received before the update to the Housing Rules and Regulations. The Rules and Regulations are enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and Town of Jackson, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the FDP Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the ~~and 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 RULES AND REGULATIONS.

References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 0 – 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”).
 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 any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility -verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

- 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. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household

proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for 0 – 80% Income range for 2018 is: \$34,475 (50% of 2018 median family income for one (1) person household) ~~multiply~~ multiplied by thirty percent (30%) ~~and divide, with the product divided~~ by twelve (12) and ~~multiply~~ multiplied by 85% for a Studio = \$733. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify ~~a pool of not fewer than three (3) Qualified Households~~ a Qualified Household ~~Household~~ to rent the Residential Unit.
- K. 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.
- L. 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.

- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner’s association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants 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 not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT-~~COMPLEX~~. The Residential Unit ~~Complex~~ may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of the Residential Unit-Complex shall be subject to these Special Restrictions. Within Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Each Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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.

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 5. DEFAULT REMEDIES. ~~Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in~~ addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.

C. **Revocation.** The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

~~The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development the rights to use or occupancy of occupy the Residential Unit.~~

~~C. _____~~

- D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. 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 Town of Jackson, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the ~~Land, in whole or in part~~ Residential Unit, with the written consent of Owner of the Residential Unit ~~Complex~~ and Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. 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 Town of Jackson. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the ~~Land and/or~~ Residential Unit ~~Complex~~.

SECTION 8. 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 and/or owner and/or other contact information 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

SECTION 9. 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 10. 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~~ Residential Unit 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its 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 an 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.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the

Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____ (the "Effective Date").

OWNER:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by _____ as _____ President of _____.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Pete Muldoon, Mayor

ATTEST:

Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 , the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 , the foregoing instrument was acknowledged before me by Stacy Stoker, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Affordable Condominium Rental Housing
Located at Insert property address insert Town of Jackson or Teton County

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day _____ Day of insert month _____, 20____ (the "Effective Date"), by insert name appropriate party from previous restriction and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as insert property address insert Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

[Click here to enter Legal Description](#)

PIDN:[Click here to enter PIN. \(the "Land"\)](#);

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, 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[Click here to enter name of development and FDP #.](#)) (the "[Click here to enter how many units are being provided. provide:](#)

[Click here to enter description of unit, income range, and location.](#)

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 insert approval type. FDP, CUP, or other 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 insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc. number of old restriction in book of photo insert book no. pages insert page numbers (the "insert year of recording Special Restrictions");

WHEREAS, in accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent .

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 insert section number of the insert year of recording of old rest. 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 insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction ("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 insert the Town of Jackson or Teton County, Wyoming.

Special Restrictions
for Affordable Condominium Rental Housing
Located at _____, Town of Jackson

~~These Special Restrictions for Affordable Condominium Rental Housing ("Special Restrictions"), are made and entered into this day of _____, 20____, by the undersigned Owner ("Owner") the Town of Jackson, Wyoming.~~

RECITALS:

~~WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:~~

~~A Condominium Subdivision within _____ Town of Jackson, Teton County Wyoming.~~

PIDN: _____ ("Land")

WHEREAS, as a condition of its approval for permit # _____ received _____ (Date) ("FDP Approval") Owner was required to provide and restrict as follows:

(hereinafter "Residential Unit" or "Residential Unit Complex").

The Income Ranges are different than the Income Ranges defined in the Jackson/Teton County Housing Department Rules and Regulations because the FDP approval was received before the update to the Housing Rules and Regulations. The Rules and Regulations are enforced by the Jackson/Teton County Affordable Housing Department, such Rules and Regulations are defined in Section 1 below;

WHEREAS, in accordance with the FDP Approval, the Residential Unit is intended to address the need for rental housing for employees in Teton County, Wyoming and therefore Owner agrees it will not be owner-occupied;

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of FDP Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and Town of Jackson, Wyoming.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the FDP Approval, and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the ~~and 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 RULES AND REGULATIONS.

References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with 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. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Unit shall be limited to a Qualified Household, as set forth below (“Qualified Household”):
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 2. Income Restriction. The Qualified Household’s gross income shall fall between 0 – 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”).
 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 any time during occupancy of the Residential Unit.
 4. Initial Determination by Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Affordable Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including at a minimum, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility -verification information contained above for each occupant of a

Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Unit. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting the Residential Unit. If the Housing Department, upon review of supporting documentation determines that an occupant of the Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of the Residential Unit pursuant to Sections 4 & 5 below.

- 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. No Owner Occupancy. Owner shall not reside in or occupy the Residential Unit. For purposes of this paragraph, if Owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
- D. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- E. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household

proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.

- F. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- G. Rental Rate. The household size used to determine the median family income is based on one (1) person per bedroom. A studio Residential Unit's maximum rent will be fifteen percent (15%) less than the maximum rental rate for a one-bedroom Residential Unit. The maximum Rental Rate that may be charged for the Residential Unit is variable annually based on the Housing and Urban Development Department's Median Family Income standard for Teton County, Wyoming. The Housing Department will calculate the maximum Rental Rate every year for the Residential Unit after the Housing and Urban Development Department issues the Median Family Income for Teton County, Wyoming in the following manner: The maximum monthly rental rate for 0 – 80% Income range for 2018 is: \$34,475 (50% of 2018 median family income for one (1) person household) ~~multiply~~ multiplied by thirty percent (30%) ~~and divide, with the product divided~~ by twelve (12) and ~~multiply~~ multiplied by 85% for a Studio = \$733. The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rate charged by Owner may at any time be less than the maximum rent calculation.
- H. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- I. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year.
- J. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify ~~a pool of not fewer than three (3) Qualified Households~~ a Qualified Household ~~Household~~ to rent the Residential Unit.
- K. 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.
- L. 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.

- M. Insurance. 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.
- N. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner’s association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- O. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each Owner shall comply, and cause its tenants 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 not less than two (2) years.
- P. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT-~~COMPLEX~~. The Residential Unit ~~Complex~~ may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of the Residential Unit-Complex shall be subject to these Special Restrictions. Within Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Each Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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.

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 5. DEFAULT REMEDIES. ~~Is Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in~~ addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.

C. **Revocation.** The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.

~~The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of Permit # _____ or any other authorization of development the rights to use or occupancy of occupy the Residential Unit.~~

~~C. _____~~

- D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. 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 Town of Jackson, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the ~~Land, in whole or in part~~ Residential Unit, with the written consent of Owner of the Residential Unit ~~Complex~~ and Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. 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 Town of Jackson. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the ~~Land and/or~~ Residential Unit ~~Complex~~.

SECTION 8. 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 and/or owner and/or other contact information 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

SECTION 9. 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 10. 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~~ Residential Unit 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and its 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 an 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.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, JTCHA, nor the

Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, Owner has executed this instrument on the _____ day of _____, 20____ (the "Effective Date").

OWNER:

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20____, the foregoing Special Restrictions for Employee Housing was acknowledged before me by _____ as _____ President of _____.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Pete Muldoon, Mayor

ATTEST:

Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 , the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 , the foregoing instrument was acknowledged before me by Stacy Stoker, as Housing Manager of the Jackson/The Town of Jackson Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

**Special Restrictions
For Workforce Ownership Housing
Located at**

**Insert property address insert Town of Jackson or Teton County,
Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as follows:

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms. (hereinafter "Residential Unit" or Residential Units").*

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special

Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term “owner” shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson’s goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1)5 years from the date a certificate of occupancy is issued on a

Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years [MOU1] from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

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

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT.

~~Unless otherwise provided,~~ The provisions contained in this Section apply only before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. ~~Notwithstanding,~~ While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner ~~s or An~~ owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department^[LC2].

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an 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, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against “all risks” of physical loss (not otherwise covered by a homeowner’s association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner’s association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or 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 an Owner or 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 an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

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

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The

following shall apply when the Housing Department determines there is a Nonqualified Transferee:

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

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

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, “Resale” shall mean all sales subsequent to the Initial Sale. At Resale, 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 resale 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 resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer’s Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner’s desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson’s goal of providing affordable housing, after the Initial Sale, a

Residential Unit may not be sold for a purchase price in excess of the “Maximum Resale Price.” The Maximum Resale Price is the current owner’s purchase price plus an increase in price of the Denver-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 resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default (“Default”) subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or 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 an Owner or owner’s notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an 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 an Owner owner’s property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee

of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

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

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.

2 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. In the event a purchase Option is exercised on a residential unit while the Owner has not completed the Initial Sale of the unit and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions. In the event Owner still has not completed the Initial Sale of multiple units, and the Housing Department exercises its Purchase Option Default Remedy against a number of units that is less than the total number of units that have not yet had an Initial Sale, the Purchase Option Default Remedy shall be prorated. The Housing Authority's prorated cost shall be determined by dividing the number of units held by the Owner which have not yet been subject to an Initial Sale that the Housing Authority is exercising is Purchase Option on by the total number of units held by the Owner which have not yet been subject to an Initial Sale to determine the percentage of units held by the Owner which have not yet been subject to an Initial Sale the housing authority is exercising its purchase option on. The outstanding principal, accrued interest and reasonable costs of a an outstanding loan described in Section 10(A)(1) shall then be multiplied by the foregoing percentage.

13 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or 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 SResale. The Housing Department may require an 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 or 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 on Owner or owner's behalf;

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or 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 [Resale](#), an 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. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), ~~the~~ Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.

G. 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~~H. 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 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratios of One Hundred percent (100%); and-

2 Is an owner's mortgage and 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

3 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 an Owner or owner or any family member of Owner or 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.

v. the provider of a loan as described in Section 10(A)(1).

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 Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

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

C. In the event Owner or 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 or 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 or 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 accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
- 3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

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

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. 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 or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or 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 or 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 or an 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 Owner's or an owner's right of statutory redemption, in which event, if Owner or 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 any subsequent owner of the Residential Unit, 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 or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming. ~~To the extent any Qualified Mortgage is outstanding, any amendment shall require the consent of Qualified Mortgagees.~~

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

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

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions 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: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

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

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner

by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

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

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

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

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, 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 or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. 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 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)

COUNTY OF TETON) ss.
)

On the _____ day of , 20__, the foregoing instrument was acknowledged before me by
insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged
before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of
Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the [Click here to enter day.](#) day of [Click here to enter month.](#), 20[Click here to enter year](#), the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

Click here to enter name of Clerk, insert Town Clerk or County Clerk

**Special Restrictions
for Workforce Rental Housing
Located at insert Town of Jackson or Teton County, Wyoming**

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 20____(the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

PIDN: _____("Land")

WHEREAS, as a condition of its approval for permit # ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as _____, _____, Wyoming 830____ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:

- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.

(hereinafter each is a "Residential Unit" and in the aggregate "Residential Unit Complex").

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

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

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

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, 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. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
 - 1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 - 2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
 - 3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.
- 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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy

standards or limitations.

- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- J. 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.
- K. 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.
- L. Insurance. Owner shall keep the Residential Unit Complex continuously insured against physical loss for the full replacement value of the Residential Unit Complex.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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 not less than two (2) years.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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, Residential Unit Complex or Owner's property by a court of competent jurisdiction.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. 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 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. 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 and/or owner and/or other contact information 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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its 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 an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ for _____, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST: _____
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Workforce Apartment Rental Housing
Located at Insert property address insert Town of Jackson or Teton County

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day _____ Day of insert month _____, 20____ (the "Effective Date"), by insert name appropriate party from previous restriction and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as insert property address insert Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

_____ PIDN: (the "Land");

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, 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) (the "_____ Approval"), Owner was required to provide:

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 insert approval type. FDP, CUP, or other 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 insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc. number of old restriction in book of photo insert book no. pages insert page numbers (the "insert year of recording Special Restrictions");

WHEREAS, in accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent

:

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 JTCHA;

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 insert section number of the insert year of recording of old rest. 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 insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction ("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 insert the Town of Jackson or Teton County, Wyoming.

Special Restrictions
for Workforce Rental Housing
Located at insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Rental Housing, (~~"Special Restrictions"~~), are made this _____ day of _____, 20____ (the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

PIDN: _____ ("Land")

WHEREAS, as a condition of its approval for permit # ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as _____, _____, Wyoming 830____ for a _____ square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*

~~(hereinafter each is a “Residential Unit” and in the aggregate “Residential Unit Complex”).~~

~~**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority (“JTCHA”);~~

~~**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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;~~

~~**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County’s goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;~~

~~**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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.~~

RESTRICTIONS:

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

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

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, 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. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the

Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

- 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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- J. 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.

- K. 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.
- L. Insurance. Owner shall keep the Residential Unit Complex continuously insured against physical loss for the full replacement value of the Residential Unit Complex.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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 not less than two (2) years.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT COMPLEX. The Residential Unit Complex may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit Complex shall be subject to these Special Restrictions. Within ten (10) days prior to the closing of the sale or other transfer of the Complex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations 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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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, Residential Unit Complex or Owner's property by a court of competent jurisdiction.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. 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 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the insert the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment

executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the land, in whole or in part, with the written consent of Owner of the Residential Unit Complex and insert the Town of Jackson or Teton County, Wyoming.

- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Land and/or Residential Unit Complex.

SECTION 8. 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 and/or owner and/or other contact information 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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its 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 an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

STATE OF WYOMING)
)
COUNTY OF TETON) ss

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ for _____, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST: _____
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

Special Restrictions
for Workforce Condominium Rental Housing
Located at insert Town of Jackson or Teton County, Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 20____(the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

PIDN: _____ ("LandResidential Unit")

WHEREAS, as a condition of its approval for permit # ("_____ Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as _____, _____, Wyoming 830____ for a _____square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:

- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.
- Unit _____, with _____ number of bedrooms.

(hereinafter each is a "Residential Unit" ~~and in the aggregate "Residential Unit Complex"~~).

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority ("JTCHA");

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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.

RESTRICTIONS:

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

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

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, 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. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
 2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
 3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
 5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
 6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
 7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.
- 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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy

standards or limitations.

- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- J. 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.
- K. 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.
- L. Insurance. Owner shall keep the ~~Residential Unit-Complex~~ continuously insured against physical loss for the full replacement value of the Residential Unit-~~Complex~~.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.

- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT-~~COMPLEX~~. The Residential Unit-~~Complex~~ may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit-~~Complex~~ shall be subject to these Special Restrictions. Not less than Within ten (10) days prior to the closing of the sale or other transfer of the Residential UnitComplex, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, ~~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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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, ~~Residential Unit Complex~~ or Owner's property by a court of competent jurisdiction.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.
- ~~D.~~ 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 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

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

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Residential Unit~~Land and/or Residential Unit Complex~~.

SECTION 8. 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 and/or owner and/or other contact information 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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

SECTION 9. 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 10. 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 Residential Unit 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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its 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 an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ for _____, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]
Special Restrictions

8 of 12

Rental Workforce Housing

12 12 2018

Notary Public

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST: _____
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

COMPLETE AMENDMENT AND RESTATEMENT
Special Restrictions
for Workforce Condominium Rental Housing
Located at Insert property address insert Town of Jackson or Teton County

This Complete Amendment and Restatement of the insert name of old restriction recorded in the Office of the Teton County Clerk as document number insert doc number of old rest. book of photo insert book number of old rest. pages insert page numbers of old rest. for insert property address is made this Insert day _____ Day of insert month _____, 20____ (the "Effective Date"), by insert name appropriate party from previous restriction and the undersigned owner ("Owner") ("Special Restrictions").

RECITALS:

WHEREAS, the undersigned Owner holds fee ownership interest in that certain real property, known as insert property address insert Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

_____ PIDN: (the "Land");

WHEREAS, in furtherance of insert the Town of Jackson or Teton County, 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) (the "_____ Approval"), Owner was required to provide:

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 insert approval type. FDP, CUP, or other 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 insert name of old restriction recorded insert date of recording of old rest. as Document number insert doc. number of old restriction in book of photo insert book no. pages insert page numbers (the "insert year of recording Special Restrictions");

WHEREAS, in accordance with Section insert section number of the insert recording year Special Restrictions, the Special Restrictions may be modified with the written consent of insert who can consent
:

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 JTCHA;

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 insert section number of the insert year of recording of old rest. 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 insert year of recording old rest. Special Restrictions by adopting these Complete Amended and insert name of this new restriction ("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 insert the Town of Jackson or Teton County, Wyoming.

**Special Restrictions
for Workforce Rental Housing
Located at insert Town of Jackson or Teton County, Wyoming**

These Special Restrictions for Workforce Rental Housing, (~~"Special Restrictions"~~), are made this _____ day of _____, 20____ (the "Effective Date"), by the undersigned Owner ("Owner") and insert the Town of Jackson or Teton County, Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in insert the Town of Jackson or Teton County, Wyoming, and more specifically described as follows:

PIDN: _____ ("Land")

~~WHEREAS, as a condition of its approval for permit # ("_____ Approval"), Owner was required to provide and restrict as follows:~~

~~Owner developed property addressed as _____, _____, Wyoming 830____ for a _____ square foot retail/service/office/residential/etc. building. This development generated the obligation to provide Workforce Ownership Housing in accordance with _____ Approval. Owner is restricting:~~

- ~~• Unit _____, with _____ number of bedrooms.~~
- ~~• Unit _____, with _____ number of bedrooms.~~
- ~~• Unit _____, with _____ number of bedrooms.~~

~~(hereinafter each is a “Residential Unit” and in the aggregate “Residential Unit Complex”).~~

~~**WHEREAS**, the Jackson Town Council and Teton County Board of County Commissioners resolved to form 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, known as the Jackson/Teton County Housing Authority (“JTCHA”);~~

~~**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 are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;~~

~~**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of insert approval type (FDP, CUP, etc.) Approval, and consistent with the insert the Town of Jackson or Teton County’s goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;~~

~~**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 Housing Department and insert the Town of Jackson or Teton County, Wyoming.~~

RESTRICTIONS:

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

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

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with insert the Town of Jackson or Teton County, 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. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. In addition to any restrictions included in the current Housing Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).

1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business. A “local business” means a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and the business serves clients or customers who are physically located in Teton County, Wyoming.
2. Income Requirement. The entire Qualified Household must earn at least seventy-five percent (75%) of the Household’s income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Housing Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the

Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

- 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 insert the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with insert the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall insert the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate Federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- J. 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.

- K. 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.
- L. Insurance. Owner shall keep the ~~Residential Unit~~~~Residential Unit Complex~~ continuously insured against physical loss for the full replacement value of the Residential Unit~~Complex~~.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants 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.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT-~~COMPLEX~~. The Residential Unit~~Complex~~ may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit~~Complex~~ shall be subject to these Special Restrictions. Not less than Within ten (10) days prior to the closing of the sale or other transfer of the Residential Unit~~Complex~~, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT.Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, ~~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. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.
- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially 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, ~~Residential Unit Complex~~ or Owner's property by a court of competent jurisdiction.

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 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. 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.
- B. Equitable Relief. In addition to subsection A, 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 any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.
- ~~D.~~ 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 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the ~~insert~~ the Town of Jackson or Teton County, Wyoming that these Special Restrictions are no longer

consistent with the insert the Town of Jackson or Teton County, Wyoming goals for affordable housing.

- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential UnitLand, in whole or in part, with the written consent of Owner of the Residential Unit-Unit-Complex and insert the Town of Jackson or Teton County, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and insert the Town of Jackson or Teton County, Wyoming. Where these Special Restrictions are silent, the Housing Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Resideintial UnitLand and/or Residential Unit Complex.

SECTION 8. 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 and/or owner and/or other contact information 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:

insert the Town of Jackson or Teton County.
insert the Town of Jackson or Teton County.
Jackson, WY 83001.

To Owner

SECTION 9. 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 10. 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 Residential Unit ~~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 11. 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 12. 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 13. 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 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and insert the Town of Jackson or Teton County, and its 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 an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County.

SECTION 15. 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 16. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, JTCHA, nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ for _____, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST: _____
By: Sandy Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Pete Muldoon as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _ day of _____, 20__, the foregoing instrument was acknowledged before me by Sandy Birdyshaw as Town Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the day _____ of _____, 20__, the foregoing instrument was acknowledged before me by Insert name of Housing Manager, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:



**BOARD OF COUNTY
COMMISSIONERS**



TOWN COUNCIL

JOINT INFORMATION MEETING AGENDA DOCUMENTATION

PREPARATION DATE: July 18, 2019

MEETING DATE: July 23, 2019

SUBMITTING DEPARTMENT: Affordable Housing

DEPARTMENT DIRECTOR: April Norton

PRESENTER: April Norton

SUBJECT: 440 West Kelly Avenue – Design Selection

STATEMENT/PURPOSE

The Council and Board have the opportunity today to choose a design at 440 W. Kelly Street that will provide stable housing for working households that is close to jobs, schools, transit, and recreational opportunities and is another step in implementing the Comprehensive Plan and the Workforce Housing Action Plan.

The Comprehensive Plan directs the Town and County to create Town as Heart; emphasize a variety of housing types; develop Transitional Subareas; house at least 65% of the workforce locally; focus housing subsidies on full-time, year-round workers; provide housing that is consistent with Character Districts; and create workforce housing to address shortages. The Housing Action Plan directs the Town and County to strategically provide land as public subsidy and build development partnerships to get more housing for our local community built.

The 440 West Kelly Avenue project represents an incremental approach to housing development that will serve our middle- and higher-income earning working households and takes advantage of new Town zoning. It is part of the spectrum of housing the Town and County are building that includes the 174 North King Street Rentals (30 low-income rental units), Grove Phase 3 (24 low-income ownership units), 400 West Snow King Avenue (26 Town and County employee rental units), and 105 Mercill Avenue (at least 23 middle- and higher-income ownership units) and that we must build to achieve and maintain our goal of being a community first and resort second.

Once a design has been chosen, the next step will be to draft a Ground Lease and Development Agreement that staff will bring back to the Council and Board for consideration no later than September 9, 2019.

BACKGROUND

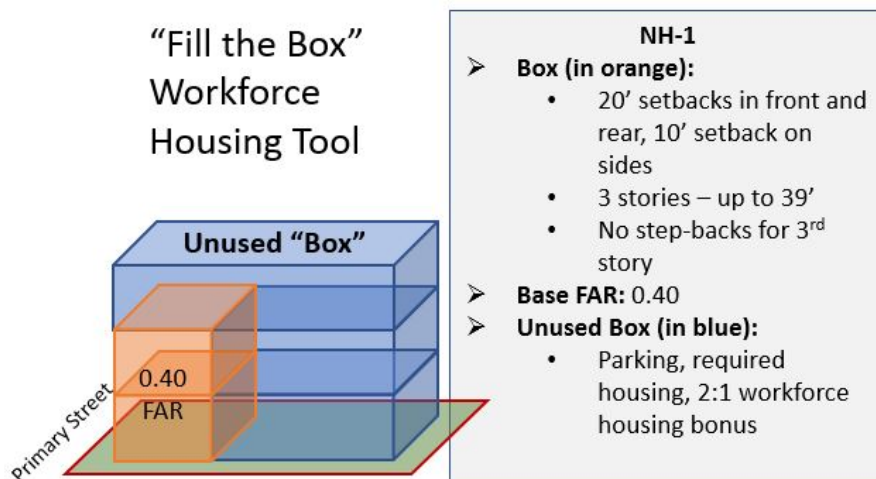
From 2007 to 2012 the community worked to develop the Comprehensive Plan. This work included over 2,000 public comments and resulted in the adoption of the Jackson/Teton County Comprehensive Plan in 2012. The Plan sets a goal of housing 65% of our workforce locally. *Comp. Plan. Policy 5.1.a.* The Plan also identified Transitional Subareas that are appropriate for increased density and directs the community to develop a Workforce Housing Action Plan. *Comp. Plan. Policy 5.4.a.*

The 2015 Workforce Housing Action Plan (HAP) was informed by eight housing studies and is the result of the 2015 Housing Summit, which convened elected officials, stakeholders, and the public to examine workforce housing in Teton County and the Town of Jackson. The plan ties together the Comprehensive Plan policy directives and Character Districts and directs staff to purchase appropriately zoned land for the purpose of partnering with private developers to develop housing for our working families. *HAP Initiative 2B*. The HAP also provides a map showing which neighborhoods in the community are appropriate for updated zoning in an effort to find locations to create workforce housing through increased density. *HAP Initiative 5A*.

In 2016 and 2018 density was added to the Transitional Subareas through updated Town zoning. *Comp. Plan. Policy 4.3.b; HAP Initiative 5A, 5B*. These Transitional Subareas have long been identified as places that are appropriate for more density. By increasing the density we are allowing workforce neighborhoods to retain their working family character instead of preserving the existing density and losing that working family character to second homeowners and/or nonworking households.

For example, in the 440 W. Kelly Ave neighborhood a single-family home that was built in 1962 was recently purchased for around \$700,000, which is approximately twice what a family of four earning 100% of median income can afford. That same home was then remodeled over a 9-month timeframe and sold for \$1.2875M after only one showing. That purchase price is almost four times what a family of four earning 100% of median income can afford. To make redevelopment both attractive to developers and priced at rates that are affordable to working families, either denser housing must be built, or higher public subsidy must be provided. In some cases, both may be necessary. Since that house flipped, three more homes have been listed at over \$1,500,000 each.

In July 2018, the W. Kelly Ave neighborhood was rezoned to NH-1. This zoning provides opportunities for developers to build more residential floor area if they are willing to permanently deed restrict a portion of it. We call this the “fill the box” tool (see graphic below). The HAP tells us that we should prioritize areas that are zoned to allow for greater density for housing, which is exactly what the NH-1 zoning provides.



So, in December 2018 staff brought the 440 W. Kelly property to the Council and Commission to consider purchasing for the purpose of redeveloping the existing single-family home into multifamily homes by utilizing the new NH-1 zoning allowances and incentives. The property consists of two contiguous NH-1 lots that are located in the Town Residential Core in an area identified by both the Comprehensive Plan and HAP as a desired location for redeveloping workforce housing. The County purchased the property in January 2019, the Town reimbursed them 45% of sales price, and the property was transferred to the Jackson/Teton County Housing Authority.

In February 2019 a Request for Proposals (RFP) to develop housing at 440 W. Kelly Avenue was unanimously approved for release by the Council and Board. Key issues for the RFP that were discussed during the January 29 Joint Workshop included: number of units, parking, affordability, and streetscape. The JIM directed staff to:

- Keep the 15 unit minimum in the RFP. Based on the Intake Form data that tells us 67% of the households looking for housing are one or two people and looking at the existing restricted housing stock that shows only 11% of our ownership units are one-bedroom, the JIM chose to prioritize smaller units and to keep the minimum at 15. A lower minimum number would likely result in the same size development, but with fewer units that have more bedrooms each because larger units will garner a higher sales price. By forcing a developer to build at least 15 units and meet the parking requirements, the JIM forced respondents to build smaller units and limited the public subsidy required to develop the property to only the cost of the land.
- Require that respondents meet the parking requirements set forth in the recently updated LDRs because without a larger plan for transportation and parking, lowering the minimum requirement could be detrimental for the neighborhood.
- Allow developers to choose between the Affordable restriction (income and employment restricted) and Workforce restriction (employment restricted only).
- Incorporate streetscape standards that were above what is currently in the LDRs to help with the integration into the existing neighborhood.

On February 5 the RFP was released based on the direction from the Board and Council. Three responses to the RFP were received and reviewed by the Housing Supply Board (HSB). On April 9 the HSB chose two finalists and sent each team a set of supplemental questions that they were asked to answer by April 19 along with a request for enhanced renderings. These supplemental questions and enhanced renderings are attached to this staff report along with the original submissions. The HSB then interviewed the two teams in person on April 22. On April 26 the HSB met again and recommended a development partner for the project.

On May 13 the Board and Council directed staff to work with Roller Development and Tack Development to bring back two options for consideration: a smaller, 12-unit building and a revised 16-unit building. Since that time staff has worked with the development team to refine the designs, including holding an open house on June 12.

ALTERNATIVES

Below, staff provides brief summaries of the three options in front of the Board and Council: the original 16-unit option, a revised 16-unit option, and a new 12-unit option. In addition to the brief summaries, staff has also provided a table that reflects “what we heard” and “what we did” to respond to comments received. One comment that has not been included in that table relates to the request that the project be reduced to 6-10 units. This is not included because the Board and Council directed staff to bring 12-unit and 16-unit options and therefore staff cannot substantively respond to that request from neighbors.

Original 16-unit Option

- 12, one-bedroom units, 500 SF each
- 4, three-bedroom units, 775 SF each
- 18 covered parking spaces; 18 required
- Height – flat roof
 - Second story at 21’6”
 - Third story at 35’3”
- No additional public investment necessary.

Revised 16-unit Option

- 8, one-bedroom units, 500 SF each
- 8, two-bedroom units, 675 SF each
- 20 parking spaces – 4 covered, 16 uncovered; 20 required
- Height – flat roof
 - Second story at 22’6”
 - Third story at 32’6”
- \$150,000 additional public investment necessary.

New 12-unit Option

- 10, one-bedroom units, 500 SF each
- 2, two-bedroom units, 675 SF each
- Height – gabled roof
 - o Second story at 36'-1 3/8"
- 14 covered parking spaces; 13 required
- \$325,000 additional public investment necessary.

What We Heard	What We Did	
	16-Unit Option	12-Unit Option
Building is too tall and doesn't fit in with the existing neighborhood character.	Reduced third-story height from 35'3" to 32'6" with stepped back third story on east/west from north and in the center of the building on the south.	Replaced three-story flat roof design with a two-story gabled roof design with east/west height at XX and max height at 36'-1 3/8".
Building is too bulky and doesn't fit in with the existing neighborhood character.	Stepped back third story on east/west and in the center from the north and in the center from the south.	Gabled roof adds articulation and breaks up the massing.
Building is too big on the Karns Avenue side with windows that are too big and provide little privacy for anyone.	Replaced solid third story with a step back in the middle of the building, reduced window size.	Replaced solid third story with a gabled roof line, smaller windows.
Building is too monolithic.	Added articulation on north and south, including balconies that protrude out from the building, covered ground floor porches, stepped back third story.	Replaced flat roof with gabled roof, added balconies that protrude out from the building, covered ground floor porches.
Add sidewalks	Sidewalks have been added	Sidewalks have been added
Streetscape needs refinement	Removed center circulation and replaced with habitable SF on ground floor. Added covered porches and four separate entrances directly into units. Replaced inset second-story balconies with balconies that protrude from the building and provide cover to the ground floor porches.	Removed center circulation and replaced with habitable SF on ground floor. Added covered porches and four separate entrances directly into units. Provide second story balconies that protrude out from the building.
There's not enough parking	Providing 20 spaces.	Providing 14 spaces.

What else is happening in the neighborhood?

- Five homes for sale, including:
 - o 435 & 445 W. Karns Avenue listed at \$1,800,000. These two lots located directly south of the two lots the Housing Authority owns never hit the MLS and are currently under contract. The current plan for the site is to build multifamily rental housing that is master leased to local businesses. The Workforce Housing Bonus Tool will be utilized and there are opportunities to collaborate on snow storage, circulation, and shared amenities between the two projects. 0.30 acres.
 - o 425 W. Karns Avenue at \$1,895,000. 0.16 acres.
 - o 310 Clissold Street at \$1,695,000. 0.23 acres.
 - o 525 W. Kelly Ave at \$1,525,000. 0.19 acres.
- One home may be listed, including:
 - o 465 Flat Creek Drive – owner has offered a first right of purchase to the Town. 0.21 acres.

EXISTING POLICY DIRECTION – COMPREHENSIVE PLAN, HOUSING ACTION PLAN

Comprehensive Plan Policy:

- Emphasize a variety of housing types. Sec. 3.2.d
- Emphasize a variety of housing types, including deed-restricted housing. Sec. 4.1.b
- Create and develop Transitional Subareas. Sec. 4.3.b
- House at least 65% of the workforce locally. Sec. 5.1.a
- Focus housing subsidies on full-time, year-round workers. Sec. 5.1.b
- Provide a variety of housing options. Sec. 5.2.a
- Housing will be consistent with Character Districts. Sec. 5.2.b
- Create workforce housing to address remaining shortages. Sec. 5.3.c

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. Sec. 2B
- Allow for supply of workforce housing by removing barriers. Sec. 5A

ATTACHMENTS

- Site plans:
 - o Option 1 – 16-unit option
 - o Option 2 – revised 16-unit option
 - o Option 3 – revised 12-unit option

FISCAL IMPACT

Teton County purchased 440 W. Kelly Avenue for \$1,703,416.03 and transferred the property to the Jackson/Teton County Housing Authority. The Town of Jackson reimbursed Teton County 45% of the purchase price, or \$766,537.21. The Jackson/Teton County Housing Authority insured the property for \$940.00 and has been receiving \$2,700.00 per month in rent from the tenants. These funds are being placed back in the Housing Supply Program account at the Housing Authority.

If the Council and Board direct staff to move forward with the revised 16-unit option, an additional \$150,000 in public investment will be necessary. If the revised 12-unit option is chosen, an additional \$325,000 in public investment will be necessary for the project. If the original 16-unit option is chosen, no additional public investment will be necessary for the project.

STAFF IMPACT

This project requires significant time from the Housing Director. The Town planning and building staff will spend time on the review, permits, etc. Town and County legal departments will spend time drafting the Development Agreement, Ground Lease, and any other necessary documents. The Housing Manager will spend time ensuring the units meet the livability standards in the Housing Rules and Regulations. The Housing Compliance Specialist will ensure enforcement of the restrictions on the units. The Housing Sales Specialist will ensure all households purchasing the units meet the minimum requirements of the Workforce Ownership restriction.

STAKEHOLDER ANALYSIS

Stakeholders include Town and County taxpayers, local working families, business owners, and neighbors.

LEGAL REVIEW

Reviewed by Lea Colasuonno, Interim Town Attorney, and John Graham, Deputy County Attorney.

RECOMMENDATION

Housing Supply Board Recommendation

On July 9, the Housing Supply Board provided a written recommendation directly to the Council and Board.

The Board has reviewed all material submitted regarding this potential development, including original submissions by developers, responses to questions, public comment and various potential revisions, including 12 unit and 16 unit alternatives. Based on all regulations, code and the stated mission of the Affordable Housing Supply Board, we wish to

inform you that we unanimously recommend pursuit of the 16 unit alternative, noting that this proposal does not absolutely maximize what might be built on this site and provides appropriate return on the public funds invested.

Housing Director Recommendation

The Board and Council asked staff to bring back options that responded to neighbor comments and concerns; both options provided do this, save reducing the development to 6-10 units. The Housing Director recommends moving forward with the revised 16-unit option and seeking ways to partner with the developers to the south of the site to optimize snow storage, circulation, and other amenities.

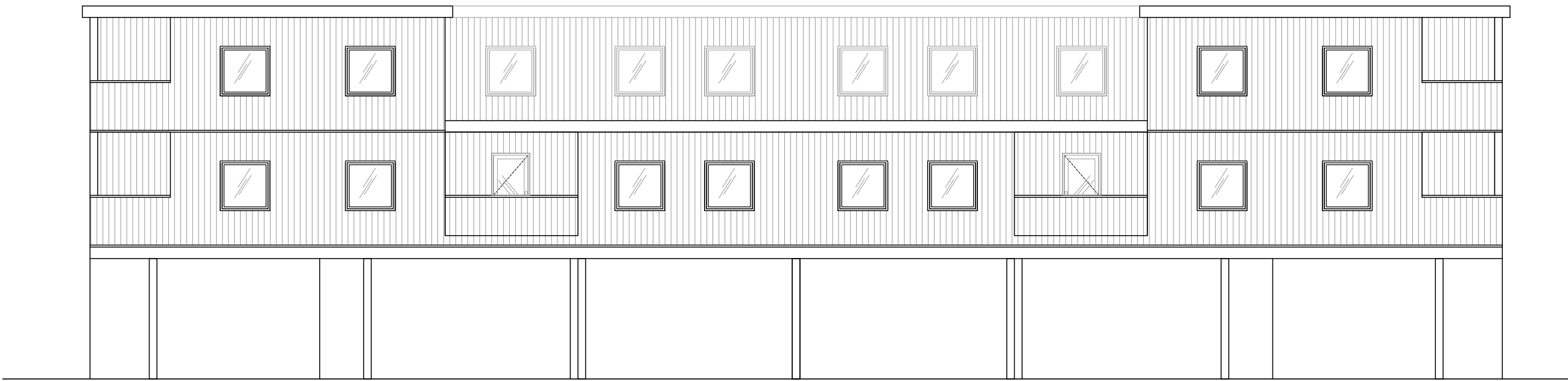
SUGGESTED MOTION

I move to direct and authorize the Jackson/Teton County Housing Authority Board to move forward with the revised 16-unit option provided by Roller Development and Tack Development to develop housing at 440 W. Kelly Avenue. I direct staff to work with Roller Development and Tack Development to draft a Development Agreement and Ground Lease that will be provided to the Town Council and Board of County Commissioners for review and approval by September 9, 2019.

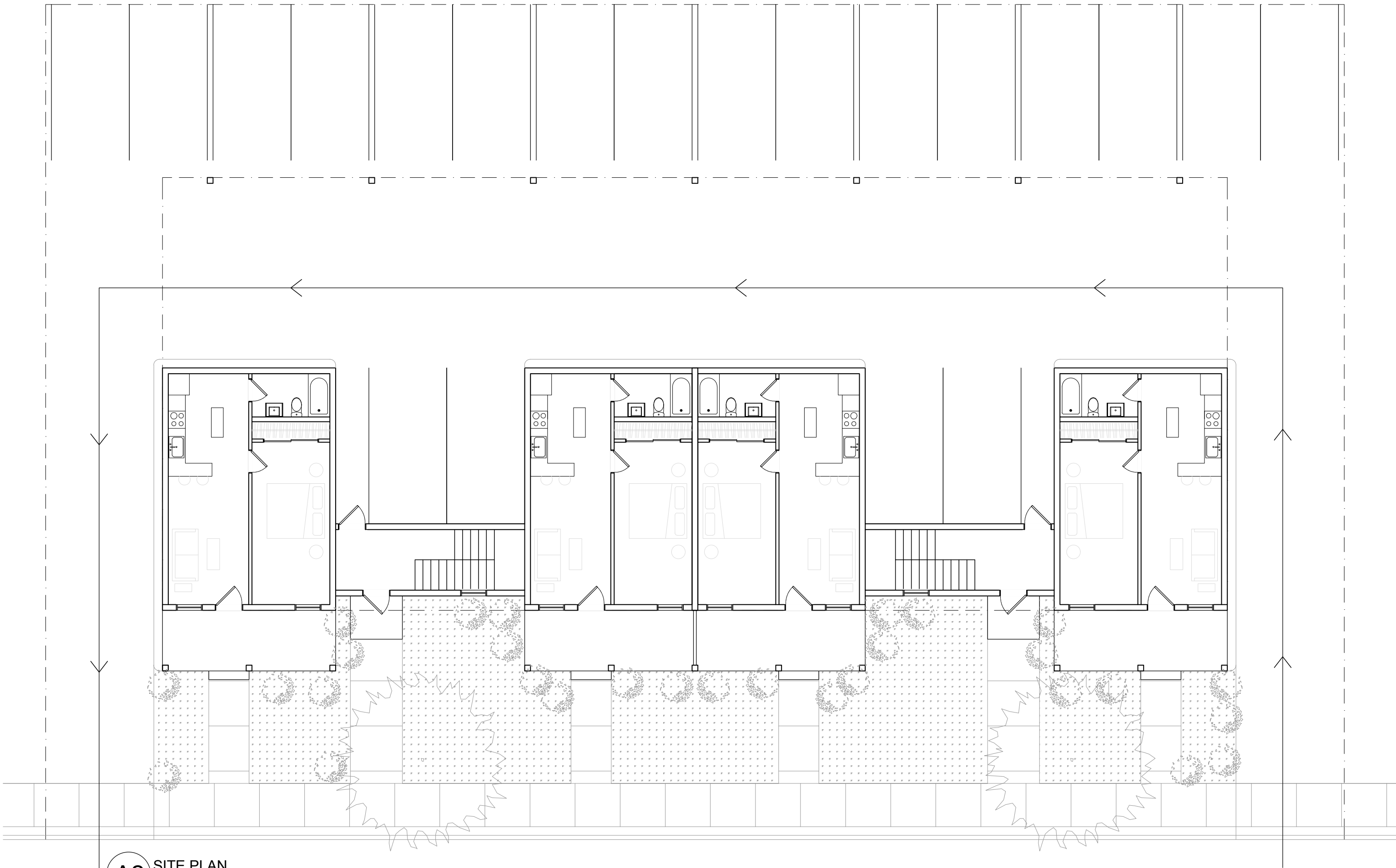


16 UNIT PLANS (OPTION 2)

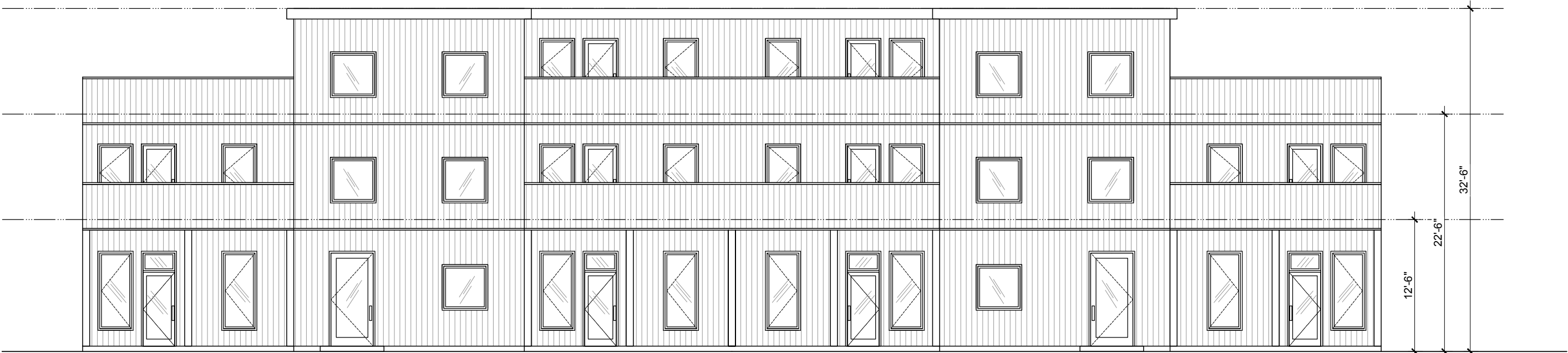
1ST FLR: 4 (500 SF) 1 BED UNITS
2ND FLR: 4 (500 SF) 1 BED UNITS + 4 (+/- 675 SF) 2 BED UNITS
3RD FLR: 4 (+/- 675 SF) 2 BED UNITS



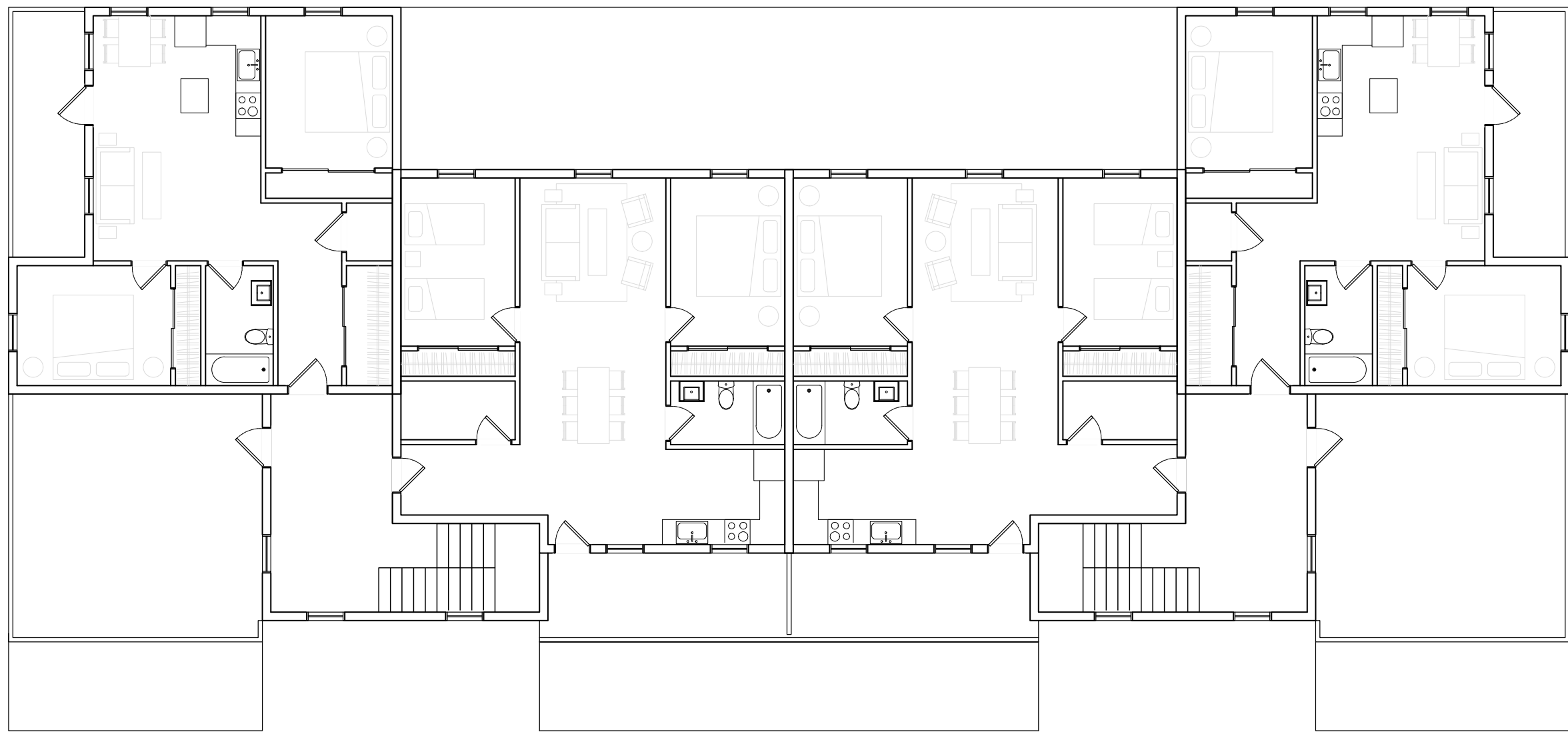
A4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



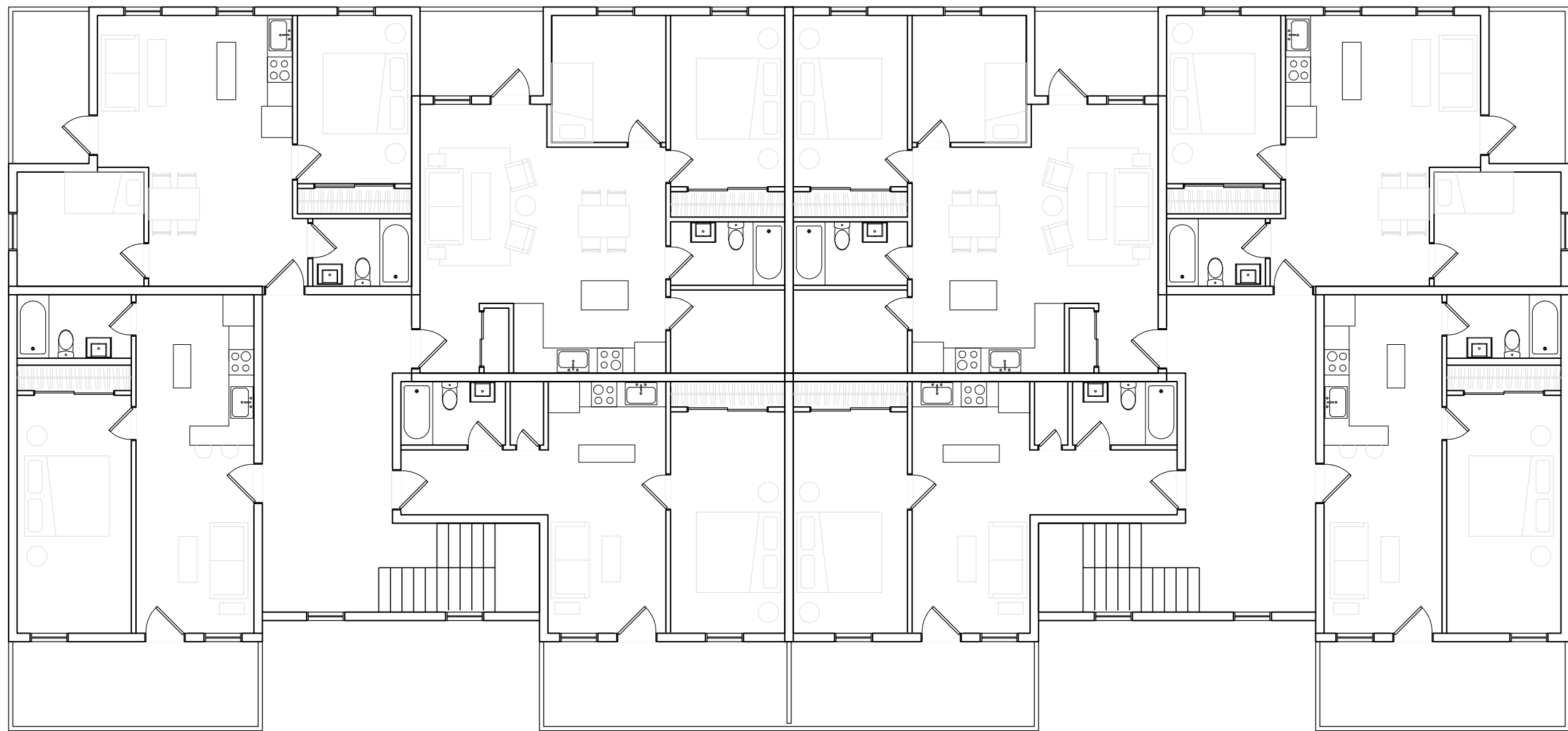
A2 SITE PLAN
SCALE: 1/8" = 1'-0"



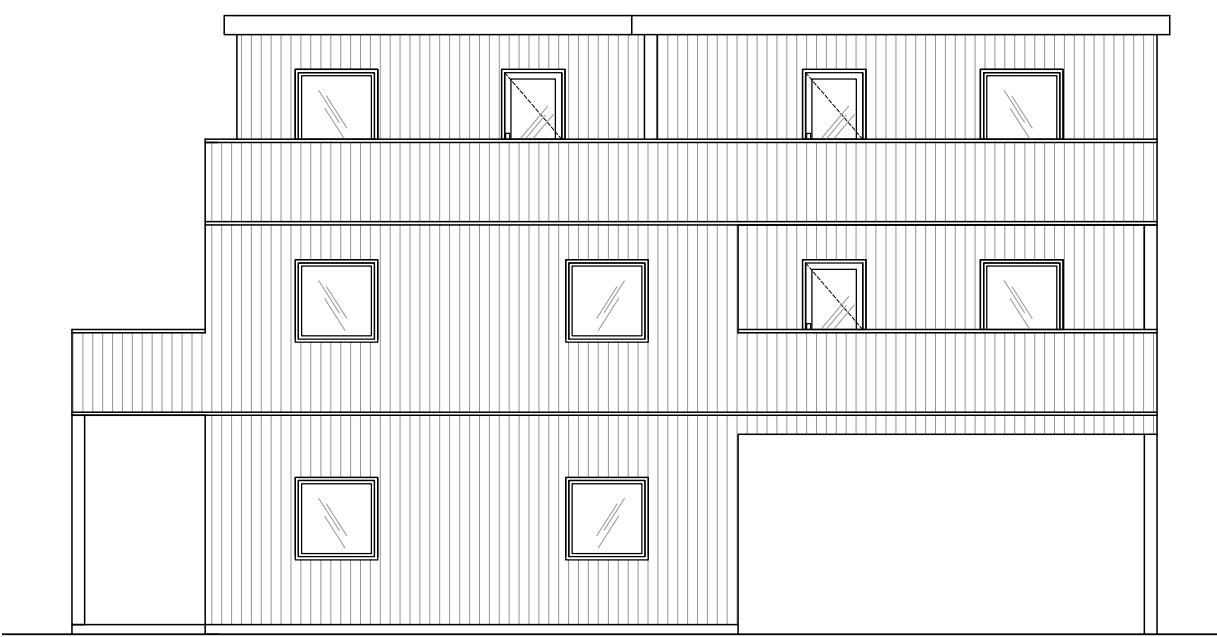
A1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



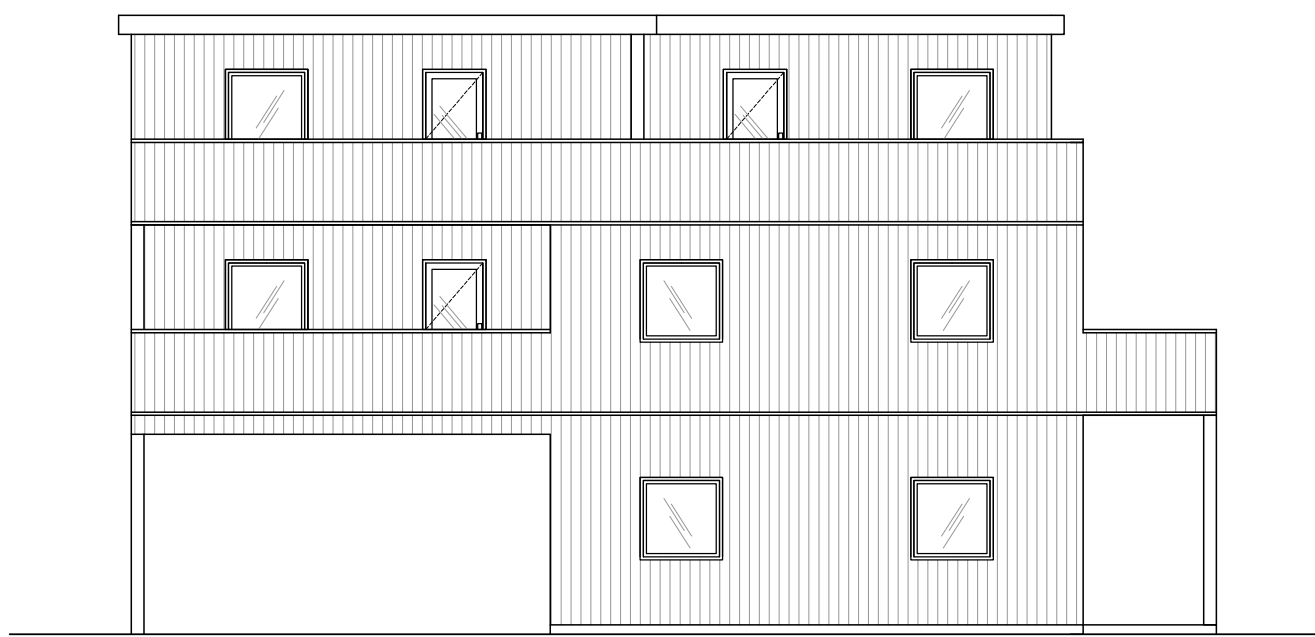
C3 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"



C2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

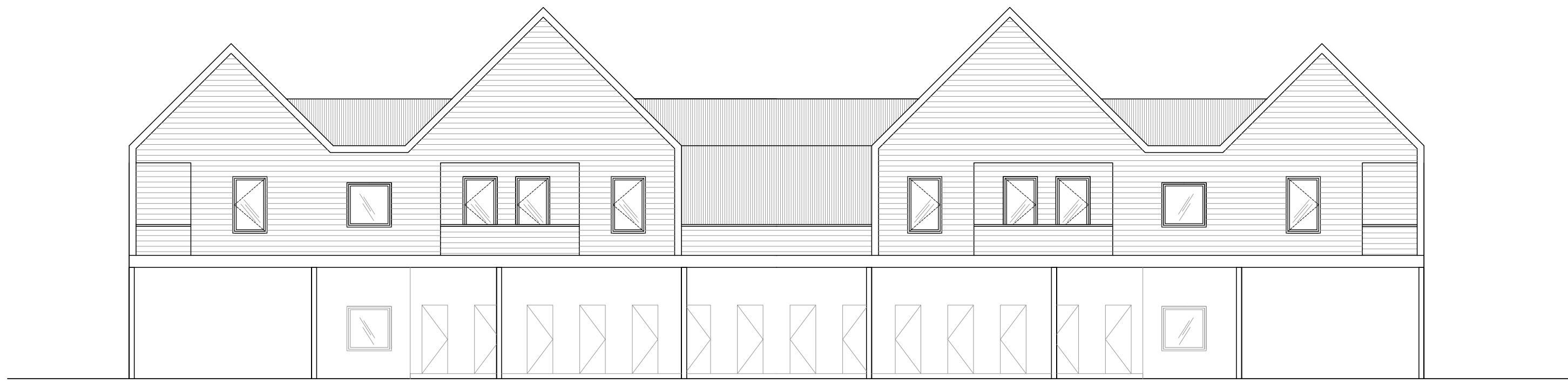


C1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

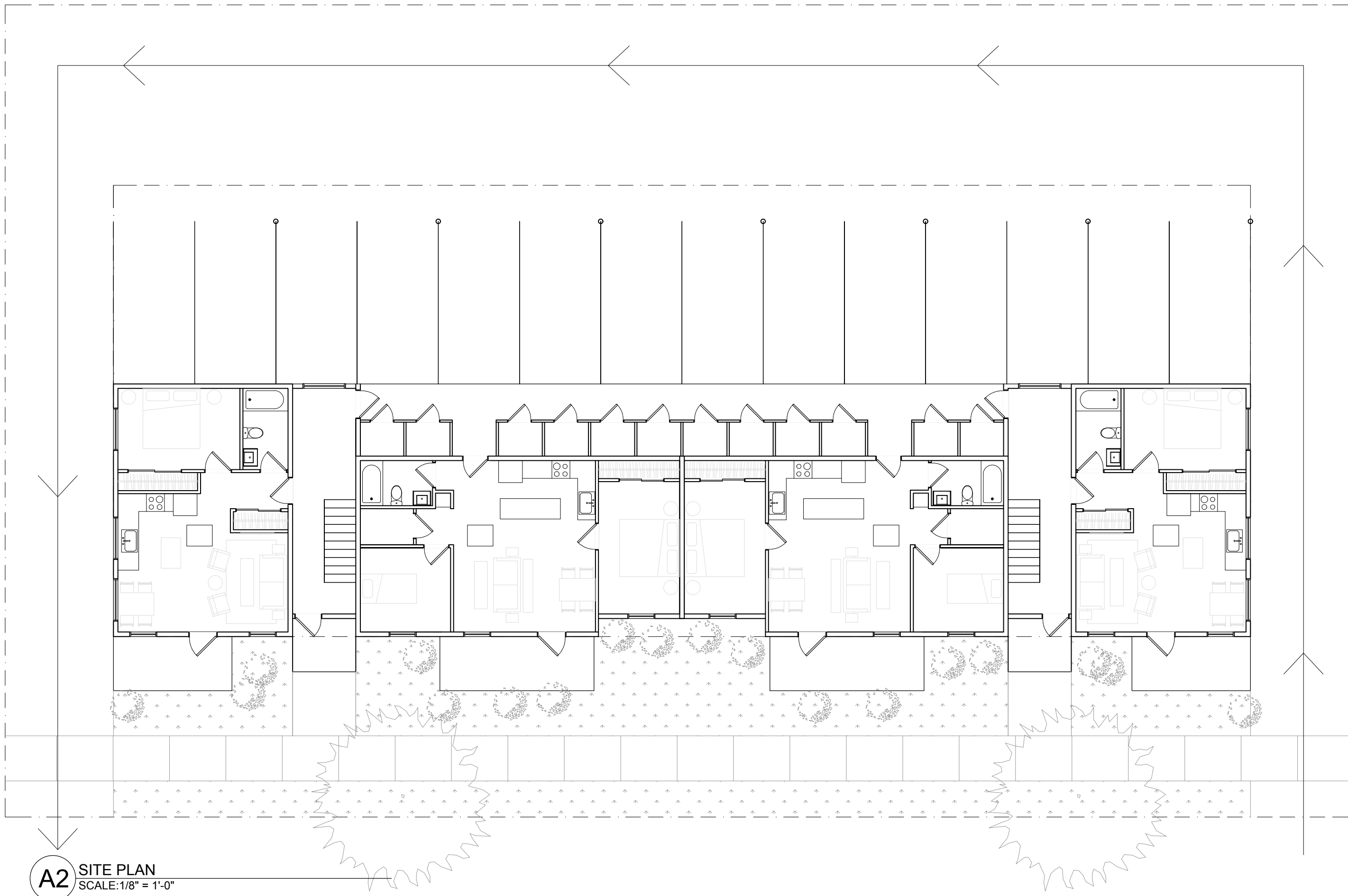


D1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

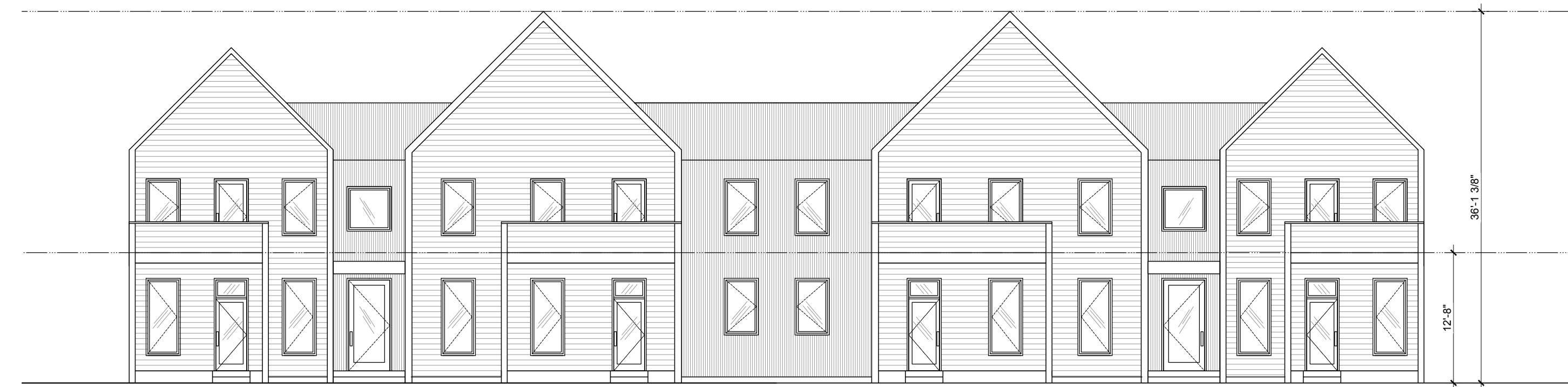




A4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



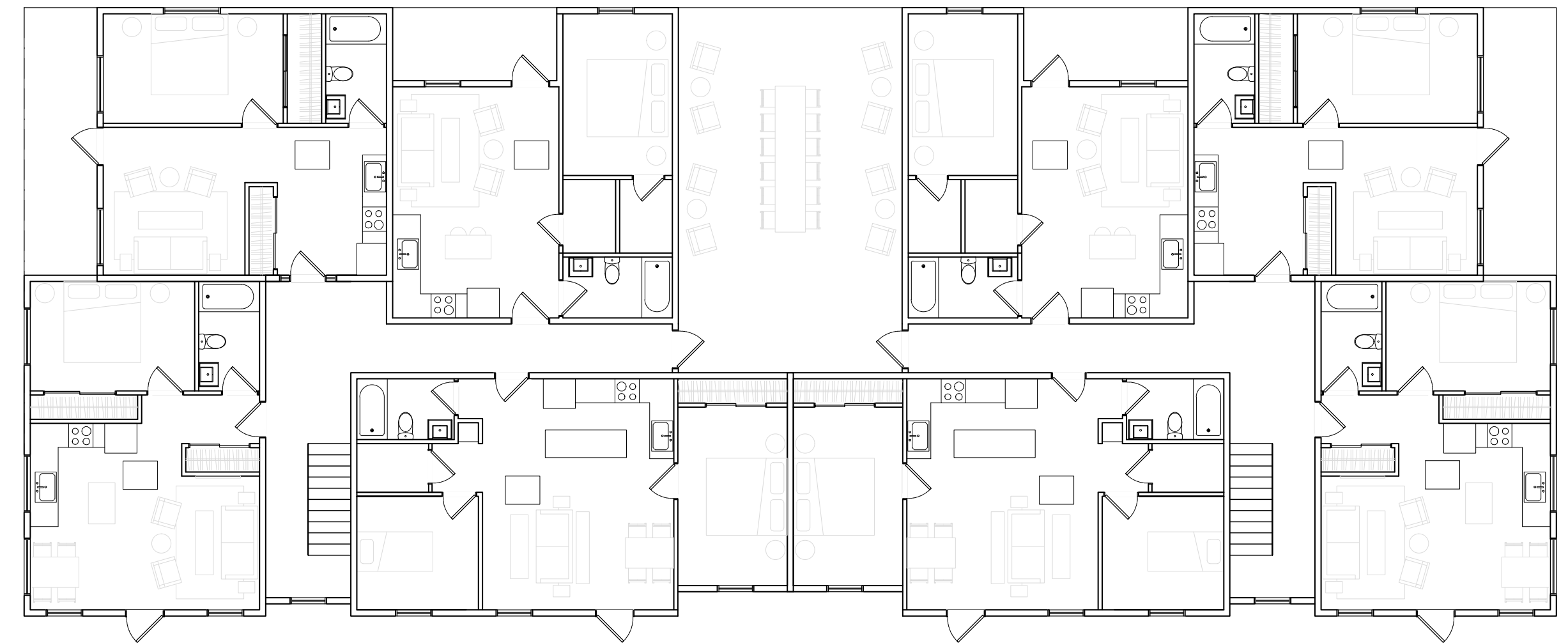
A2 SITE PLAN
SCALE: 1/8" = 1'-0"



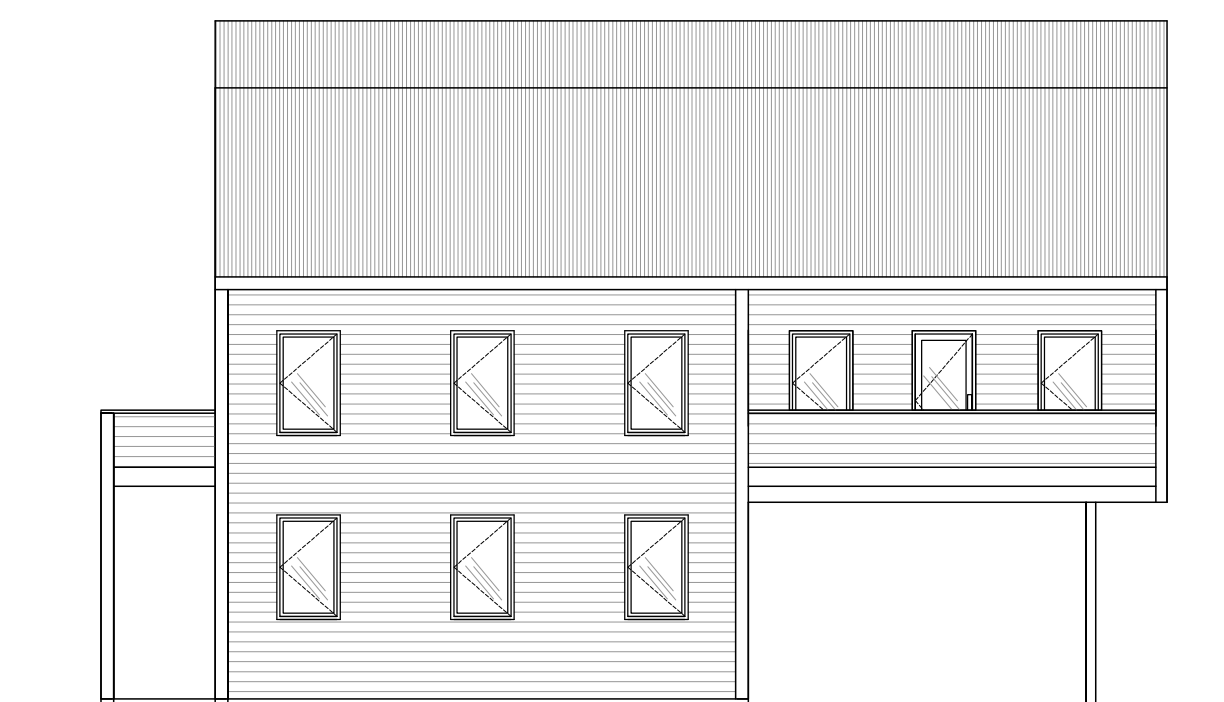
A1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

12 UNIT PLANS

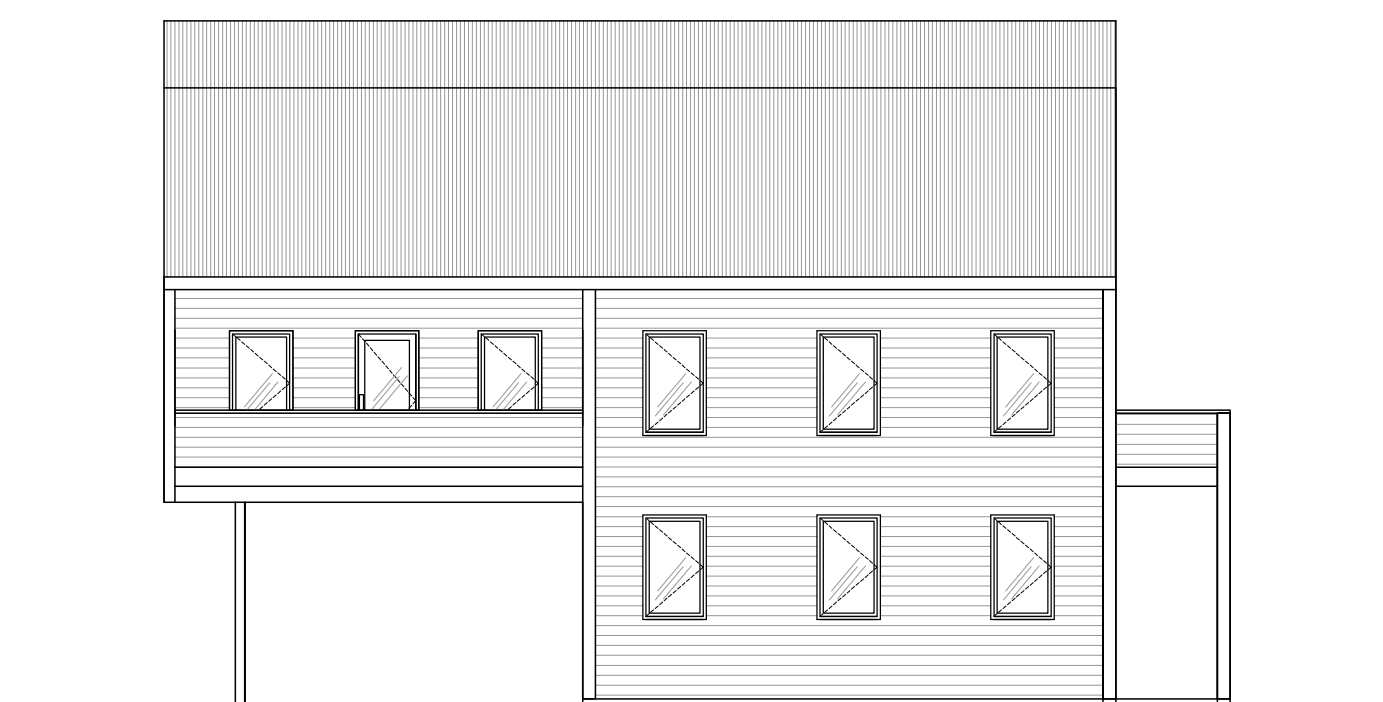
1ST FLR: 2 (500 SF) 1 BED UNITS + 2 (+/- 675 SF) 2 BED UNITS
2ND FLR: 8 (500 SF) 1 BED UNITS



C2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



C1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

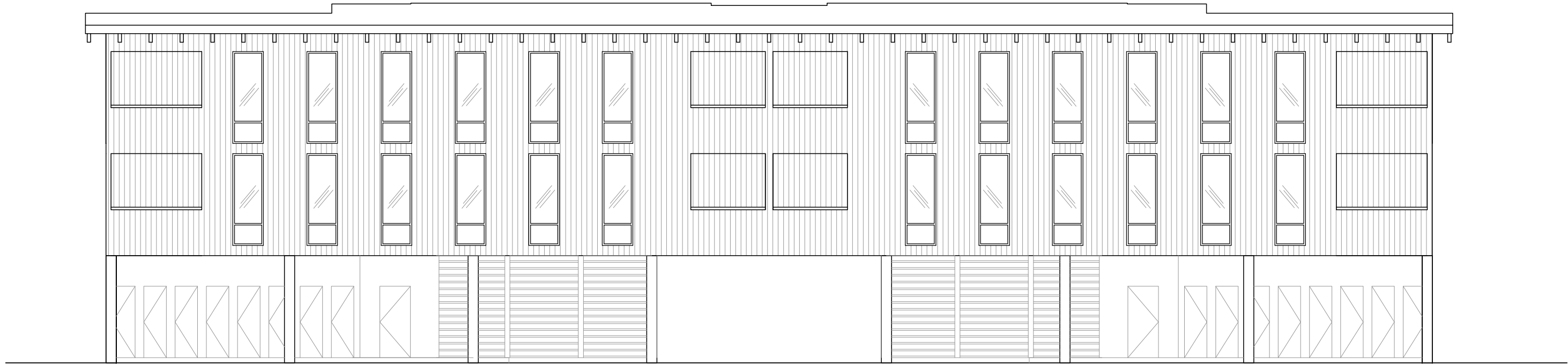


D1 EAST ELEVATION
SCALE: 1/8" = 1'-0"

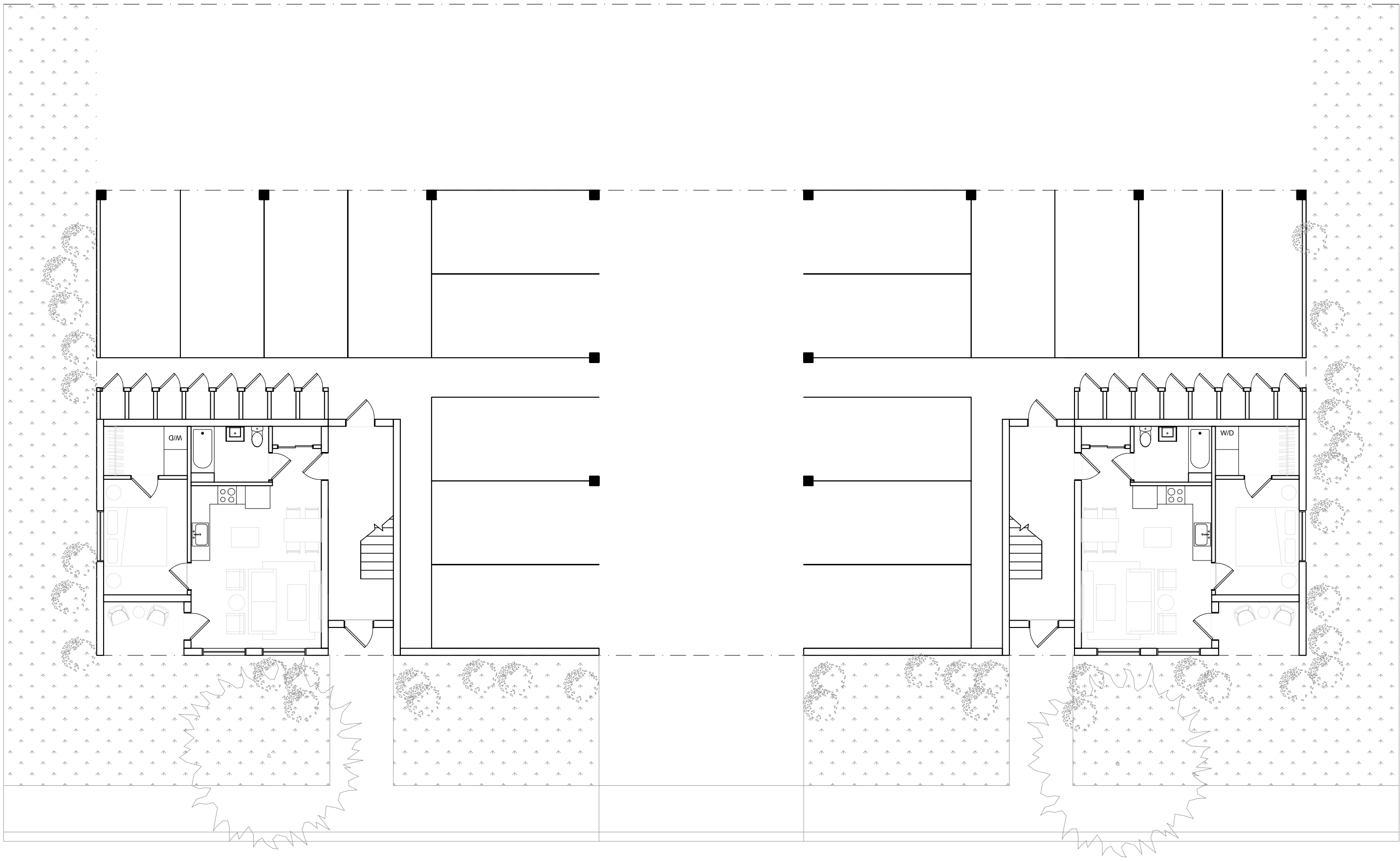


16 UNIT PLANS (OPTION 1)

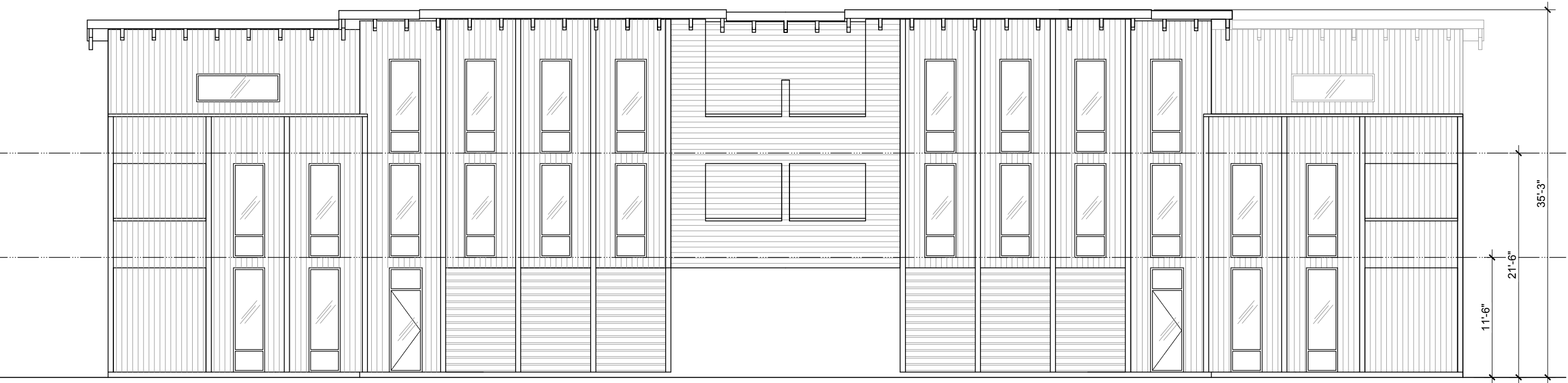
1ST FLR: 2 (500 SF) 1 BED UNITS
2ND FLR: 6 (500 SF) 1 BED UNITS + 2 (+/- 775 SF) 3 BED UNITS
3RD FLR: 4 (500 SF) 1 BED UNITS + 2 (+/-775 SF) 3 BED UNITS



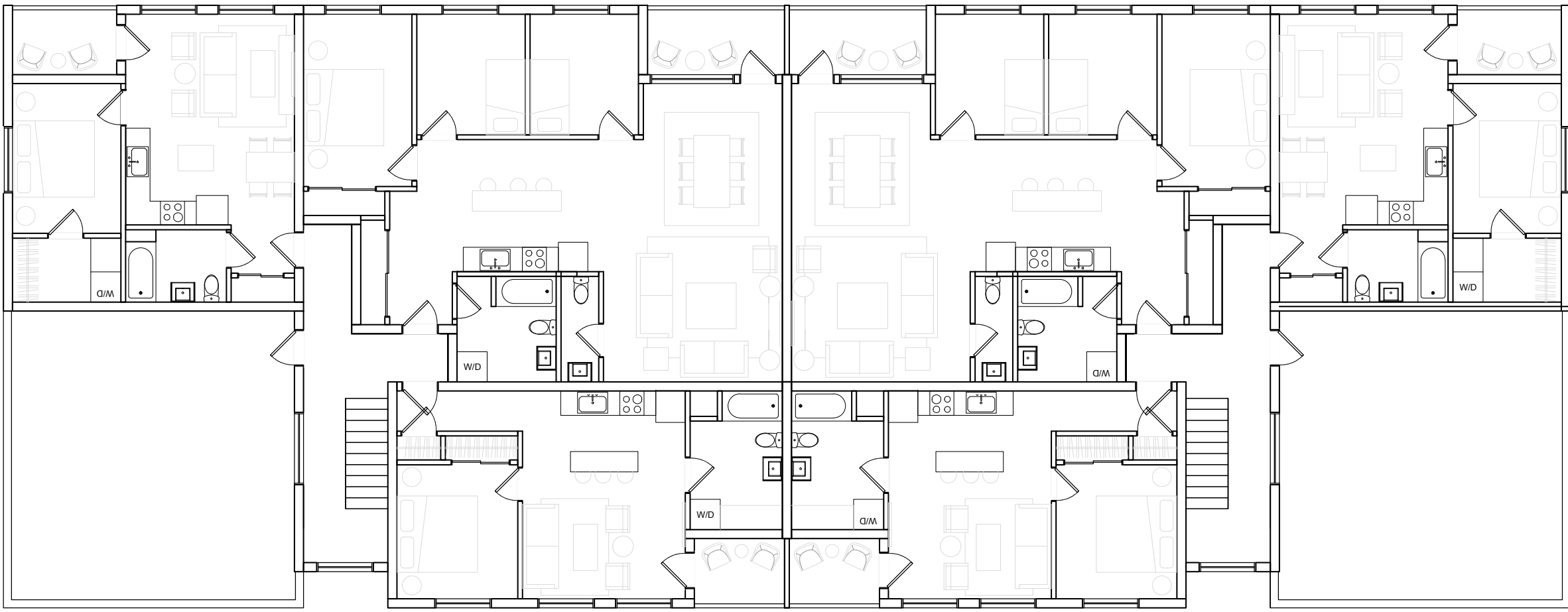
A4 SOUTH ELEVATION
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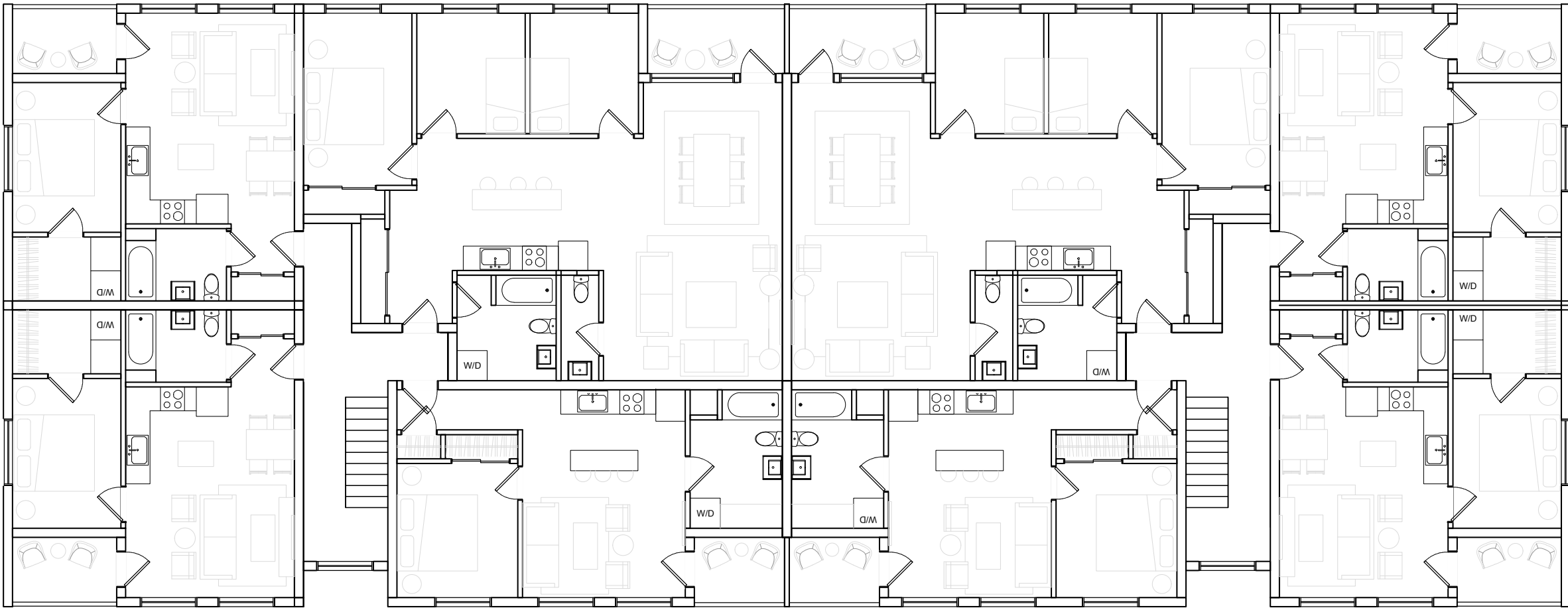
A2 SITE PLAN
SCALE:1/8" = 1'-0"



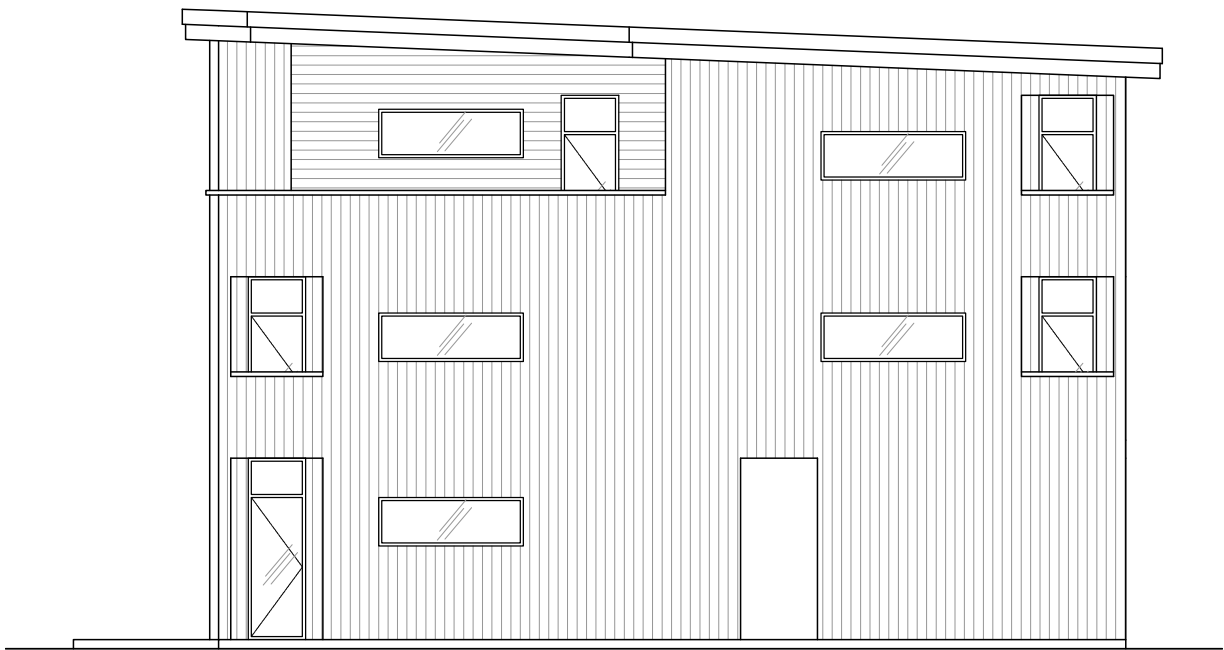
A1 NORTH ELEVATION
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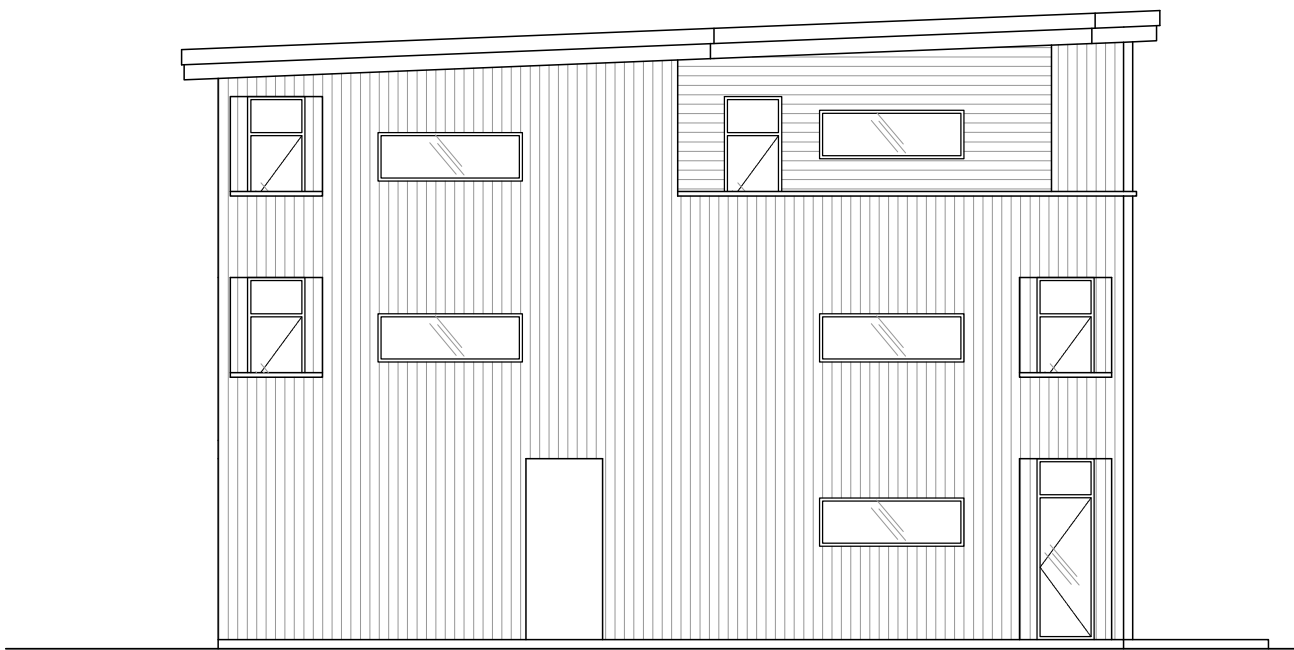
C2 SECOND FLOOR PLAN
SCALE:1/8" = 1'-0"



C2 SECOND FLOOR PLAN
SCALE:1/8" = 1'-0"



C1 WEST ELEVATION
SCALE:1/8" = 1'-0"



D1 EAST ELEVATION
SCALE:1/8" = 1'-0"