

**Special Restrictions  
for Employment-Based Housing  
Located at \_\_\_\_\_  
Employment-Based**

These Special Restrictions for Employment-Based Housing Located at \_\_\_\_\_  
\_\_\_\_\_, Lot \_\_, is made this \_\_ day of \_\_\_\_\_, 20\_\_ (the  
"Effective Date"), by the undersigned Declarant ("Declarant").

**WHEREAS**, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

Lot [insert lot # of land], [insert name of subdivision] Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on [insert date of plat] as Plat No. [insert plat number].

PIN: [insert property identification number] (the "Property" and sometimes referred to herein at the "Residential Unit"); and

**WHEREAS**, the Property is an Employment-Based Housing unit;

**WHEREAS**, in furtherance of the Town of Jackson's goal of making the purchase of a residential housing unit realistically attainable to qualified, full-time, working, middle-income Teton County residents who will occupy the housing as their primary residence; and

**WHEREAS**, as a condition of its Final Development Approval \_\_\_\_\_ (FDP or other approval number,, dated \_\_\_\_\_, for the property commonly known as \_\_\_\_\_ (the "FDP Approval"), the Declarant is constructing enter a description of development and units being constructed.

**WHEREAS**, Declarant desires to adopt these Special Restrictions and declare that the Property 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 Property, 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 (collectively, "JTCHA"), and/or the Jackson/Teton County Affordable Housing Department ("Housing Department") and/or by the Town of Jackson, Wyoming;

**WHEREAS**, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval (or other approval), Declarant agreed to restrict the initial and all subsequent

sales and transfers of Property to a Qualified Household which household meets certain requirements, including without limitation employment, and real estate ownership qualifications as further set forth herein and in the Rules and Regulations (defined below);

**WHEREAS**, a "Qualified Household" means natural persons meeting the employment and real estate ownership qualifications at the time of the purchase of a Residential Unit and during the course of owning the Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent the Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

**WHEREAS**, Declarant desires that the Housing Department shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household.

#### **RESTRICTIONS:**

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

**SECTION 1. HOUSING RULES AND REGULATIONS (GUIDELINES).** References made herein to the "Rules and Regulations" are references to the written policies, procedures and Rules and Regulations of JTCHA and/or the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and Rules and Regulations are on file with JTCHA and/or the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or Rules and Regulations (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 JTCHA and/or the Housing Department (the "Rules and Regulations"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

#### **SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD, OTHERS.**

- A. Qualified Household. Except as provided herein, the purchase of each Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Employment-Based Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household").

1. Employment Requirement. At least one 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 per year, from a local business, and the entire Qualified Household must earn seventy-five percent (75%) of the Household's income from a local business, all as further set forth in the Rules and Regulations. A "local business" shall mean a business physically located and serves clients or customers who live or work within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status in Teton County, Wyoming).
  2. Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate.
  3. Determination of Qualified Household. The Housing Department shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determination 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.
  4. Continuing Obligation to Remain a Qualified Household. The owner and those residing in the Residential Unit shall satisfy the definition of a Qualified Household both at the time of purchase and for the duration of the ownership of the Residential Unit.
- B. Purchase by JTCHA. Upon receiving notice from an owner of such owner's desire to sell the Residential Unit, JTCHA may purchase such Residential Unit at the Maximum Resale Price or the appraised value, whichever is lower.
- C. Divorce. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
- D. 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.
- E. Nonqualified Transferee. If title to the Residential Unit vests in a transferee who has not been qualified as Qualified Household by the Housing Department (a "Nonqualified Transferee"), the following shall apply:

1. The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, JTCHA may either exercise its Option hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions and the Rules and Regulations.
  2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with JTCHA and/or the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or JTCHA in the event of its exercise of its Option) and shall execute any and all documents necessary to such sale, conveyance or transfer;
  3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions, the Rules and Regulations and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.
- F. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against JTCHA, the Housing Department or any person affiliated with JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall JTCHA or the Housing Department have any liability to any person aggrieved by the decision of the Housing Department regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

**SECTION 3. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNITS.** 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 by Qualified Household. The Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of the Residential Unit shall physically reside therein on a full-time basis, at least ten months out of each calendar year; Except for permitted guests, no person other than the members of the Qualified Household may occupy the Property;
- B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Rules and Regulations, and (iv) not

prohibited by any law, statute, code, rule, ordinance, covenant or regulation ("Laws") affecting the Property;

- C. Guests. No guests over the age of eighteen (18) shall be permitted to reside in the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year;
- D. Renting. Neither the Residential Unit, nor 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. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than thirty (30) days without concurrent occupancy of the owner;
- F. Maintenance. The owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical;
- G. Insurance. Each owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit; and
- H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time; and
- I. Periodic Reporting; Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of the Residential Unit, the Owner shall comply with any reporting or inspection requirements as may be requested by the Housing Department from time to time.

Notwithstanding the foregoing, the Housing Department may approve uses inconsistent with this Section in accordance with the Rules and Regulations.

**SECTION 4. SALE OF THE RESIDENTIAL UNIT.** An owner desiring to sell the Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and upon 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 Rules and Regulations for the selection of the purchaser (which selection procedure may include a lottery process). Each purchaser of the 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 the Residential Unit, JTCHA 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 5. MAXIMUM RESALE PRICE.** To further the Town of Jackson's goal of providing affordable housing, the 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 two and one-half percent (2.5%) 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 the Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of the 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 THE RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.**

**SECTION 6. DEFAULT.** The following shall be considered a default ("Default"):

- A. Failure at any time for the owner(s) and anyone residing in the Residential Unit to qualify as a Qualified Household.
- B. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any Laws affecting the Residential Unit.
- C. Failure to pay or default of any obligations due or to be performed with respect to the Residential Unit which failure to pay or default could result in a lien against the Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect the Residential Unit. An 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 calendar days of the owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.
- E. Fraud or misrepresentation by a purchaser in its application to the Housing Department whereby the Housing Department determines, in its sole absolute discretion, that the purchaser of the Residential Unit was not a Qualified Household.

**SECTION 7. 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 the following:

- A. Purchase Option.
  - 1. JTCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to the Housing Department's ability to limit appreciation as provided in this Section ("Option") and further subject to the Housing Department's ability to reduce proceeds as provided above.

2. If JTCHA desires to exercise its Option, the Housing Department shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. JTCHA and the Housing Department shall use reasonable efforts to close the purchase within ninety (90) days of such notice.
3. Upon JTCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds 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 2% facilitation fee to the Housing Department;  
SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;  
SEVENTH, to the repayment to JTCHA and/or the Housing Department of any monies advanced by JTCHA or the Housing Department in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made on owner's behalf;  
EIGHTH, to any repairs needed for the Residential Unit; and  
NINTH, any remaining proceeds shall be paid to the owner.

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

- B. Forced Sale. The Housing Department may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. In the event of such a sale, all proceeds 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 2% facilitation fee to the Housing Department;  
SIXTH, to the payment of any penalties assessed against the owner by the Housing Department;



SEVENTH, to the repayment to JTCHA and/or the Housing Department of any monies advanced in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made on owner's behalf;  
EIGHTH, to any repairs needed for the Residential Unit; and  
NINTH, any remaining proceeds shall be paid to the owner.

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

- C. Appointment of the Housing Department as Owner's Attorney-in-Fact. In the event of JTCHA's exercise of its Option or of the Housing Department's election to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Housing Manager the Housing Department as such owner's attorney-in-fact to effect any such purchase or sale on the 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.
- D. 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 the 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.
- E. Equitable Relief. JTCHA and/or the Housing Department shall have the right of specific performance of these Special Restrictions 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 JTCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

## **SECTION 8. QUALIFIED MORTGAGE.**

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber the Residential Unit. A "Qualified Mortgage" is a mortgage that:
  - 1. the principal amount of such mortgage at purchase does not exceed ninety-six and one-half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same

is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

2. runs in favor of a "Qualified Mortgage", defined as:
  - a. 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
  - b. 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
  - c. 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 the owner or any family member of the owner.
  
- B. Any mortgage, lien or other encumbrance executed or recorded against the Residential Unit that is not a Qualified Mortgage shall:
  1. be deemed unsecured; and
  2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and JTCHA and/or the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation JTCHA's right to purchase and the Housing Department's right to force a sale.
  
- C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, JTCHA and/or the Housing Department shall have, in addition to any other remedies, the right to:

1. Cure such default and assume the payments and other obligations of the owner. In such event, the owner shall be in default of these Special Restrictions, and JTCHA and/or 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, the owner shall also be liable for any amounts advanced.
2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and JTCHA and/or 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 JTCHA and/or 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 THE RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

#### **SECTION 9. TERMINATION AND MODIFICATION 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 employment-based housing and that they should therefore be terminated.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to the 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. Neither JTCHA nor the Housing Department have exercised its rights as provided in Section 8 above.
  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) the owner, (ii) a

member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) JTCHA.

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 the 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 Mortgage Notice to the Housing Department shall include all information relevant to the 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 8, Qualified Mortgage. If the Housing Department fails to exercise its rights within such forty-five (45)day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

- B. Amendment. These Special Restrictions may be amended , in whole or in part, as follows:
1. With the written consent of the owner of the Residential Unit and the Housing Department.
  2. The Housing Department may unilaterally amend these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where the Housing Department deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner or the lender's rights.

**SECTION 10. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall constitute covenants running with the Property and the Residential Unit, as a burden

thereon, and shall be binding on all parties having any right, title, or interest in the Property, 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/or the Town of Jackson, Wyoming.

**SECTION 11. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the Housing Department, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Housing Department staff, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

**SECTION 12. 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 13. 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. The owner by accepting a deed for the Property 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 14. 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 15. 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 16. 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 17. INDEMNIFICATION.** Each owner shall indemnify, defend, and hold JTCHA and its directors, officers, agents and employees as well as the Housing Department and its 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 Property or the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against JTCHA and/or the Housing Department;; provided, however, that the Housing Department shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Department or its agents and employees.

**SECTION 18. 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 19. SOVEREIGN IMMUNITY.** Neither the Town of Jackson, JTCHA 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. ' §1-39-104(a) and any other applicable law.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of the Effective Date.

**Declarant:**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF TETON        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_.

Witness my hand and official seal.

(Seal)

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

Approved as to form:

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

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

STATE OF WYOMING        )  
  ) ss.  
COUNTY OF TETON        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

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