

**Special Restrictions
for Employee Housing
Located at Type Address, The Town of Jackson**

These Special Restrictions for Employee Housing (the "Special Restrictions"), are made and entered into this ___ day of _____, 20__, by the undersigned Declarant ("Declarant").

RECITALS:

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in the Town of Jackson Wyoming, and more specifically described as follows:

[Click here to add legal description of property.](#)

PIN: [Click here to type PIDN #\(the "Land"\)](#);

WHEREAS, as a condition of its approval for permit #[Click here to enter Permit #](#). (the "FDP Approval"), the Declarant is providing employee housing for [Click here to enter SF requirement](#). square feet or the equivalent of one (1) unit of employee housing, as follows:

Click here to enter description of Approval and Units provided. e.g.: The Final Development Plan application for 115 East Pearl, Jackson, Wyoming was for an 18,855 square foot retail/service, office, and residential building. It generated the requirement to provide (requirement) 450 square feet of Employee Housing (the "Residential Unit"). The declarant wishes to restrict unit 301, a 450 square foot studio apartment.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the [Click here to enter type of approval](#) e.g. CUP, PUD, FDP or other 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, Declarant agreed 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

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 Declarant agrees it will not be owner-occupied.

WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Land and the Residential Unit (sometimes collectively referred to herein as 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"), the Jackson/Teton County Affordable Housing Department (the "Housing Department"), and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in the FDP Approval, and in consideration of such FDP Approval and the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and 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 RULES AND REGULATIONS (GUIDELINES). References made herein to the Housing Rules and Regulations and/or Guidelines or are references to the written 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 guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of JTCHA and/or the Housing Department (the "Guidelines"). 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. Occupancy and use of the Residential Unit shall be restricted as follows:

A. Qualified Household. The use and occupancy of the Residential Unit shall be limited to a "Qualified Household", defined as follows:

1. Employment. At least one member of the household must demonstrate on average thirty (30) hours per week of employment or volunteer work in Teton County, Wyoming, for a profit or non-profit employer(s), respectively, physically located in Teton County, Wyoming.

2. Income Restriction. The Qualified Household shall not earn more than one hundred twenty percent (120%) of the median household income in Teton County, Wyoming, as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming (the "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 in The Town of Jackson, Wyoming.
4. Determination by the Housing Department. The Housing Department shall determine whether a prospective tenant 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. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.

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, JTCHA or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming, JTCHA or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson, Wyoming, JTCHA or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming, JTCHA or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

B. No Owner Occupancy. No owner shall reside in or occupy the Residential Unit. For purposes of this paragraph, if an 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, or trustee or beneficiary of the trust.

C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that the 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. Rental. 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. At all times, the Residential Unit shall remain a rental unit for Qualified Households. The 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 one (1) month. No Residential Unit shall be used as a guest house or guest facility.

F. Rental Rates. The rental rates for the Residential Unit shall not be greater than the current Fair Market Rent Assessment numbers for Teton County, Wyoming, as provided by the U.S. Department of Housing and Urban Development (HUD) and maintained by the Housing Department. For purposes of applying the Fair Market Rent Assessment numbers for Teton County, Wyoming published by HUD to the Residential Unit, a dorm-style or studio Residential Unit shall be considered a "studio". The rent charged must include basic utilities (electric, gas, water, sewer) and trash removal. Notwithstanding the foregoing to the contrary, the rental rates charged by the owner may at any time be less than the applicable Fair Market Rent Assessment.

G. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for Qualified Households and reasonable maintenance. However, no Residential Unit shall be vacant for a period greater than sixty (60) days, unless authorized by Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, then the Housing Department shall have the right, but not the obligation to identify a Qualified Household to rent the Residential Unit. Anything herein and above notwithstanding, the owner shall have the right to deny occupancy to any proposed tenant who in its reasonable discretion does not meet owner's standard for occupancy, so long as such denial does not violate Federal or state fair housing laws.

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance 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 homeowners association, as the same may be adopted from time to time.

I. Maintenance. The 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 homeowners association in a safe, decent and sanitary condition. In the event the 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 the owner shall be due upon receipt of invoice.

J. Insurance. The owner shall cause the Residential Unit to be continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit

K. 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.

L. Preference. The owner, at such owner's option may give first priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of the owner. In the event there are no persons directly employed by the owner to whom the owner desire to rent the Residential Unit, then the owner may rent to any Qualified Household.

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

SECTION 3. TERMINATION AND MODIFICATION 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 goal of providing housing affordable to employees in Teton County, Wyoming and that they should therefore be terminated.

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, the Housing Manager for the Housing Department, and the Planning Director for the Town of Jackson, Wyoming.
2. The Housing Department may unilaterally modify 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 or the goals of the Town of Jackson in providing decent, safe and affordable housing, and where such modification does not, in the Housing Department's reasonable discretion, materially impair the owner rights.

SECTION 4. VIOLATION. In the event of a violation of these Special Restrictions, the Housing Department shall send written notice to the owner of such violation, the required action to cure and the timing for such cure. If the owner disputes the violation, the owner shall proceed in accordance with the Rules and Regulations. JTCHA, the Housing Department and the Town of Jackson 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, the Housing Department and the Town of Jackson may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 5. 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 6. NOTICES. Any notice, consent or approval which is required to be given hereunder shall be in writing and when to an owner 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 as provided to the Housing Department or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to JTCHA or the Housing Department shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully

prepaid to either JTCHA or 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 Manager of the Housing Department, 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 notice by mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 7. 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 8. 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

SECTION 9. 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 found by a court of competent jurisdiction to 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 and the rights and restrictions set forth herein shall be construed and enforced accordingly, preserving to the fullest extent the intent of these Special Restrictions as set forth herein; , 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 these Special Restrictions.

SECTION 10. 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 11. 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.

THE TOWN OF JACKSON:

Click here to enter name of Mayor., Mayor

ATTEST:

Click here to enter name of Town Clerk., Town Clerk

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 Chair.](#) as Chair of the The Town of Jackson Board of County Commissioners.

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

JACKSON/THE TOWN OF JACKSON AFFORDABLE HOUSING DEPARTMENT:

Click here to enter 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 [Click here to enter name of Housing Manager.](#), 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: