

**ADDITIONAL SPECIAL RESTRICTIONS FOR  
LOT 70, WILSON MEADOWS SUBDIVISION  
(TCHA's Affordable Program)**

RELEASED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input type="checkbox"/>

PIDN: 22-41-17-22-4-14-049

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming (the "TCHA") pursuant to W.S. § 15-10-116, as amended, (hereinafter, "TCHA") and Alison Curry, as current owner of Lot 70 of Melody Ranch Townhomes, First Filing, according to that plat number 916 recorded in the Office of the Clerk of Teton County, Wyoming December 2, 1997 (herein, "Lot 70"), adopts these Additional Special Restrictions (the "Lot 70 Restrictions") and hereby declares that Lot 70 shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions affecting all dwellings, appurtenances, and improvements upon Lot 70, and shall be in addition to all other covenants, conditions or restrictions of record affecting Lot 70, and shall be enforceable by Teton County Housing Authority.

RECITALS:

WHEREAS, the Teton County Housing Authority as developer of Lot 70 Wilson Meadows recorded with regard to the Subdivision an instrument entitled "Deed Restriction For Purchase, Occupancy, and Resale" (hereinafter, the "Original Deed Restrictions"), which instrument was recorded as part of Document No. 0504178 in Book 388 of Photos, pages 980 to 993, of the records of the Teton County Clerk; and

WHEREAS, Alison Curry is the current owner of Lot 70, which is encumbered by the Original Deed Restrictions; and

WHEREAS, to further developer's purpose of providing permanently affordable housing to residents of Teton County, TCHA and the current owners desire to place these restrictions on Lot 70 in addition to those imposed by the Original Deed Restrictions;

NOW THEREFORE, TCHA covenants and agrees for itself and each and every person acquiring ownership of Lot 70, the following special covenants, conditions and deed restrictions with respect to Lot 70:

1 Owner Restriction on Use of Lot 70. Any owner of Lot 70 shall occupy and use the dwelling in full compliance with the Declaration of Covenants, Conditions and Restrictions, Wyoming State Statutes, Teton County Land Development Regulations, and any other Rules and Regulations of the HOA as adopted from time to time, as his or her sole and exclusive primary residence, for not less than 10 months during each calendar year, except in cases of illness, leaves of absence for education or training, or other exigent circumstances, but in case of any such exception, only with the advance or timely written approval of TCHA. No rental of the dwelling, any rooms within the dwelling, garage, and/or other associated improvements shall be permitted without the express prior written approval of TCHA.

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Grantor: TETON COUNTY HOUSING AUTHORITY  
Grantee: CURRY, ALISON  
Doc 0704912 bk 667 pg 373-380 Filed at 1:51 on 06/18/07  
Sherry L Daigle, Teton County Clerk fees: 29.00  
By MICHELE E. FAIRHURST Deputy

2 Resale of Lot 70 Only to Qualified Buyers. So long as these Lot 70 Restrictions remain in effect, Lot 70 may not be sold or otherwise transferred to anyone who is not a Qualified Buyer, as such term is defined in the Original Deed Restrictions, at the time of sale or transfer, provided that, in the case of the death of the Owner of Lot 70 (as defined in Paragraph 14 hereof and hereinafter referred to as the "Owner"), such Owner's interest may be passed, by right of survivorship, descent or distribution, to any co-Owner, heirs, successors, devisees or beneficiaries of such deceased Owner, subject to the ongoing effectiveness of the provisions of these Lot 70 Restrictions. Any other purported sale, transfer, or other disposition to any other person or entity effected without following the procedures set forth herein, except in the case of a sale, transfer, or other disposition to a Qualified Buyer, or Qualified Mortgagee (as such term is defined in the Original Deed Restrictions) in lieu of foreclosure, in accordance with the terms hereof, shall be null and void and shall confer no title whatsoever upon the transferee and shall be grounds for the TCHA to exercise its purchase rights as contained in the Original Deed Restrictions. In each event that the Owner contemplates a sale, transfer or other disposition of its interest in Lot 70, then Owner shall give TCHA written notice thereof pursuant to Section 4 of the Original Deed Restrictions.

3 Violation and Hearing. The TCHA, in the event a violation of the Original Deed Restrictions or these Lot 70 Restrictions is discovered, shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner fifteen (15) days to cure such violation as well as to provide any information reasonably requested by TCHA. Said notice shall state that the Owner may request a hearing before the TCHA within fifteen (15) days to determine the merits of the alleged violation. If no hearing is requested and the violation is not cured within the fifteen (15) day period, the Owner shall be considered in violation of these Lot 70 Restrictions. If a hearing is held before the TCHA, the decision of the TCHA based on the record of such hearing shall be final for the purpose of determining if a violation has occurred

4 Remedies. In the event that the Owner fails to cure any breach of the Original Deed Restrictions or these Lot 70 Restrictions, TCHA shall be entitled to enforce the remedies described in Sections 20 and 22 of the Original Deed Restrictions by any legal means necessary

5 Continuance of Restrictions. Subject to Section 23 hereof, the covenants, conditions and restrictions contained in the Original Deed Restrictions and in these Lot 70 Restrictions shall apply to Lot 70 into perpetuity, shall not expire and shall continue to apply to Lot 70 regardless of the period of time that Lot 70 is owned by the same owner.

6 No Mortgages To Be Held Except Qualifying Mortgage. No mortgages shall encumber Lot 70 unless a Qualifying Mortgage. A "Qualifying Mortgage" shall be a mortgage which:

a) Is an encumbrance on the Lot given solely for the purpose of purchasing the Lot, or for the purpose of financing construction of, or improvements or repairs to a dwelling upon the lot, or refinancing a mortgage previously given for such purpose;

b) The principal amount of the obligation(s) secured does not exceed the appraised deed restricted value of the lot and any improvements to the Lot; and

c) Runs in favor of either (1) a so-called "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 may it be an individual or any company that is affiliated with or has any affiliation with the Owner or any family member of the Owner.

No second mortgages will be permitted without TCHA's written approval.

7 Removal of Restrictions Upon Unredeemed Foreclosure by Qualified Mortgagee Notwithstanding anything contained herein to the contrary, the Original Deed Restrictions and the Lot 70 Restrictions shall lapse and become void and of no force or effect upon issuance of a Sheriff's Deed to any purchaser, other than the Owner of Lot 70 or a person affiliated with such Owner, after the running of the statutory redemption period related to the foreclosure of a Qualified Mortgage encumbering Lot 70 by a Qualified Mortgagee; provided that such Qualified Mortgagee has given TCHA written copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon the Owner.

Nothing contained herein shall limit or restrict the Owner's right of statutory redemption. In the event the Owner exercises its right of statutory redemption with respect to Lot 70, the Original Deed Restrictions and these Lot 70 Restrictions shall remain in full force and effect with respect to Lot 70. In addition, in the event of foreclosure of a Qualified Mortgage by a Qualified Mortgagee, TCHA or their designee may purchase Lot 70 at the foreclosure sale. In such event, Lot 70 shall remain subject to the Original Deed Restrictions and these Lot 70 Restrictions.

If the Owner receives any notice of default, as the result of any event of default under a Qualified Mortgage, whereby the Qualified Mortgagee has commenced any proceedings to foreclose said mortgage, then the Owner shall notify TCHA within ten (10) days of receipt of such notice and shall provide TCHA with a copy thereof and, by the terms of this instrument, Owner hereby authorizes the Qualified Mortgagee to provide TCHA full and complete information relating to such default.

8 Maximum Resale Price. On or prior to the date of filing of these Lot 70 Restrictions, the developer caused improvements to be made to Lot 70 by the construction of a single family residence thereon, with the result that no additional improvements are required in order for Lot 70 to be used for its intended purpose as a single family residence. Accordingly, to further the developer's goal of providing affordable housing in Teton County, Lot 70, together with all improvements currently existing thereon and as may be made thereto in the future, may not be sold for an amount in excess of the "Maximum Resale Price" calculated in accordance with the requirements of this Section 8. Maximum Resale Price shall be determined by first calculating a "Base Amount" and then applying certain adjustments thereto, all as described in this Section 8. The Base Amount shall be calculated in accordance with the following formula:

BASE AMOUNT	=	Owner's Original Purchase Price	+	Two and one-half percent (2.5%) compounded annually for each full year of ownership
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The final Maximum Resale Price shall be determined by applying, to the extent applicable, the following adjustments to the Base Amount:

a) Capital Improvements. The Adjusted Base Amount may be increased by an amount of up to 10% of the Owner's original purchase price to reflect permitted capital improvements made by the Owner to Lot 70. No maintenance or replacement/repair activities or assessments for this purpose will be considered as capital improvements. For purposes of this calculation, permitted capital improvements shall include only those proposed improvements by the Owner that (i) have been described in a writing submitted to TCHA, (ii) have been approved by TCHA in writing prior to the Owner's initiation of such improvements, and (iii) that have been documented by the Owner by the submission of certain written information to Declaration following completion of the capital improvements as described below. The Owner's written proposal shall also provide an estimate of the costs associated with expenses and labor. Approval of any capital improvements shall be at the absolute discretion of the TCHA, shall incorporate a depreciation factor, and shall be in keeping with the intent of long-term affordability to future affordable home buyers. Promptly following completion of the capital improvements, the Owner shall provide TCHA with the following information:

- 1) Original or duplicate receipts which identify the actual costs expended by the Owner, the party to whom paid and the date of payment.
- 2) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase.
- 3) True and correct copies of final building permits and certificate(s) of occupancy/inspection required to be issued by the Teton County Building and Planning Department with respect to such capital improvements.

Owner's failure to provide TCHA with the above-described information within two (2) months after the completion of the capital improvements shall, without exception or possibility of waiver, act to automatically and unconditionally disqualify any related costs as adjustments for purposes of calculating the Maximum Sales Price.

b) Government Required Improvements. The Adjusted Base Amount may be increased to reflect the actual cost of capital improvements made to Lot 70 as a result of any requirement imposed by any governmental agency; provided, that no such adjustment shall be allowed unless Owner provides TCHA with the information identified in items 8(a)(1) to 8(a)(3), above, along with written documentation evidencing the applicable governmental requirement necessitating the improvement.

c) Actual Expense and Sweat Equity. In calculating adjustments made to the Base Amount to reflect improvements made to Lot 70 in accordance with this Section 8, only the Owner's actual out-of-pocket costs and expenses paid to unrelated third parties shall be eligible for inclusion, and no amounts shall be included to reflect the input of the Owner's time and labor unless the amount of such time and labor, and a dollar amount to be assigned thereto, has been

approved in advance by TCHA in its sole and absolute discretion, which approval may be withheld for any or no reason.

d) Assumption of Owner's Costs. To ensure that the sale price of Lot 70 is limited to the Maximum Resale Price, no purchaser of Lot 70 shall assume any obligation of the Owner existing at the time of the sale of Lot 70, nor shall such purchaser pay to the Owner any other form of consideration in connection with the sale of Lot 70. Prior to any sale of Lot 70, and as a condition precedent to such sale, the Owner and the proposed purchaser of Lot 70 shall each provide TCHA with a certificate, signed under penalty of perjury, stating that the purchase price of Lot 70 does not exceed the Maximum Resale Price and that the Owner has not and will not receive from the purchaser any other consideration in connection with the sale of Lot 70.

Upon notice by Owner of its intent to sell Lot 70, TCHA will schedule with Owner a timely inspection to examine the condition of Lot 70 and the improvements thereon for purposes of determining the Maximum Resale Price. Given the unique nature of Teton County, the value of real property located in the County has historically appreciated at a rate that greatly exceeds the rate of increase experienced regionally and nationally and at a rate that is generally unrelated to economic activity in the County. In light of such appreciation trend, which is expected to continue indefinitely, the value of Lot 70 is also expected to appreciate dramatically, regardless of the condition of Lot 70 and the improvements thereon and even if such condition is allowed to deteriorate to a state which makes the improvements on Lot 70 uninhabitable. To prevent an unintended windfall, Owner shall not be entitled to the full amount of the Maximum Resale Price to the extent the Owner does not maintain Lot 70 and the improvements thereon or contribute to a homeowner's association capital reserve account. Accordingly, based on its inspection, TCHA shall reduce the Maximum Resale Price by the amount, determined by TCHA in its sole and absolute discretion, that would be required to restore Lot 70 and its improvements to a properly-maintained state or provide for the necessary capital reserve budget; provided that the Maximum Resale Price may not be reduced to an amount below the Owner's original purchase price.

9 Subdivision's Covenants and Original Deed Restrictions. The Subdivision covenants and Original Deed Restrictions remain in full force and effect with respect to Lot 70, and these Lot 70 Restrictions do not replace, but provide additions to, the provisions of the Subdivision Covenants and the Original Deed Restrictions with respect to Lot 70.

10 Default. The following shall be considered a default by the Owner:

- a) If any person other than the Owner, his/her spouse and/or children or other legal dependants occupies the lot for more than 30 days without concurrent occupancy by the Owner;
- b) A violation of these Lot 70 Restrictions or the Original Deed Restrictions;
- c) A violation of the Subdivision's Declaration of Covenants & Conditions and/or Rules and Regulations as amended; and/or

d) Default in payment or other obligations due or to be performed under a promissory note secured by a qualified mortgage encumbering the Lot, a materialman's lien, or other liens for non-payment of debt recorded against the Property.

In the event that the TCHA has reasonable cause to believe the Owner is violating or has violated the provisions of these Restrictions, or failed to make payment as set forth above, the TCHA, by its authorized representative, may inspect the Lot, at any time, after providing the Owner with adequate notice.

11 Violation And Hearing.

a) In the event that the TCHA or the TOJ deems the Owner to have violated any of the requirements in Section 10.a thru 10.d above, the TCHA shall send a notice of violation to the Owner detailing the nature of the violation and allowing the Owner 15 days to cure such violation as well as provide any information required by the TCHA, or to request a hearing within the 15 day period in the event owner has not cured the default. In the event that the Owner timely requests a hearing, the Commissioners of the TCHA shall hear and decide the matter as a contested case under the Wyoming Administrative Procedures Act to determine the merits of the allegations. The TCHA Commissioners, or a hearing officer appointed by the Commissioners, shall conduct the hearing. In cases where the Commissioners conduct the contested case hearing, they shall do so within 30 days of the request. In cases where a hearing officer conducts the hearing, the hearing officer shall do so within a reasonable time. The decision of the TCHA based on the record of such hearing shall be final for the purpose of determining if a violation has occurred. If the Owner does not timely request a hearing and the violation is not cured within the 15 day period, the Owner shall be considered in violation of these Restrictions.

b) Owner must notify the TCHA, in writing, of any notification received from a lender, lien holder, or their assigns, of past due payments or default in payment or other obligations due or to be performed under a promissory note or other debt, described herein, within 5 calendar days of Owners notification of said default or past due payments. Upon notification from Owner, or other notice of such default, TCHA may offer loan counseling or distressed loan services to Owner, if any of these services are available. *Additionally, the TCHA may* require Owner to sell the Property, if Owner will not be financially able to timely perform the obligations required under any agreements or contracts and these Restrictions. In the event that TCHA determines that the sale of the Property is necessary, Owner shall immediately execute a standard sale and purchase contract with TCHA or its assigns. After the payment of all mortgages, unpaid taxes, assessments, claims and liens on the Lot and the payment of the usual closing costs, the net proceeds shall be paid to Owner. In all sales events, the Lot shall remain subject to these Restrictions. The costs of any sale shall be assessed against the proceeds of the sale with the balance being paid to the Owner.

12 Restrictions as Covenants. These Lot 70 Restrictions shall constitute covenants running with the real property represented by Lot 70 as a burden thereon, and shall be binding on all parties having any right, title, or interest in Lot 70, as described herein, or any part thereof, their

heirs, successors and assigns, and shall inure to the benefit of and shall be enforceable by the TCHA and its successors.

13. Severability. Whenever possible, each provision of these Lot 70 Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

14. Section Headings. Paragraph or section headings within these Lot 70 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.

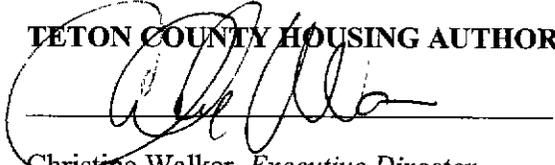
15. Waiver. No claim of waiver, consent or acquiescence with respect to any provision of these Lot 70 Restrictions shall be valid against TCHA except on the basis of a written instrument executed by the TCHA.

16. Modifications. Modifications of these Lot 70 Restrictions shall be effective only when made in a writing signed by TCHA and recorded with the Clerk of Teton County, Wyoming.

17. Owner and Successors. The term "Owner" shall mean the person or persons who shall acquire an ownership interest in Lot 70 in compliance with the terms and provisions of the Original Deed Restrictions and these Lot 70 Restrictions; it being understood that such person or persons shall be deemed an "Owner" hereunder only during the period of his, her or their ownership interest in Lot 70 and shall be obligated under the Original Deed Restrictions and hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained in the Original Deed Restrictions and herein during such period.

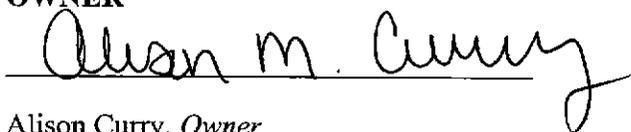
IN WITNESS WHEREOF, the TCHA and ~~Neal Cole Nethercott and Krista Leigh Nethercott~~ <sup>Alison Curry</sup> have executed this instrument as of this 14<sup>th</sup> day of June, 2008.7

**TETON COUNTY HOUSING AUTHORITY**



Christine Walker, *Executive Director*

**OWNER**



Alison Curry, *Owner*

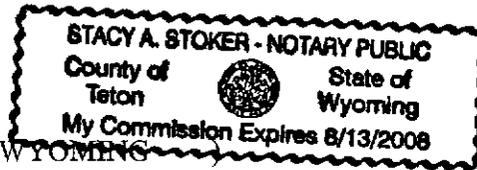
*(acknowledgements to follow)*

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Christine Walker, Teton County Housing Authority's Board Chairman, this 14<sup>th</sup> day of June, 2007.

Witness my hand and official seal.

Seal



Stacy A. Stoker  
Notary Public  
My commission expires: 8/13/08

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Alison Curry, owner, this 14 day of June, 2007.

Witness my hand and official seal.

Seal



Deborah Kislung  
Notary Public  
My commission expires: