

**ACKNOWLEDGEMENT AND ACCEPTANCE  
OF THE TERMS AND RESTRICTIONS  
SET FORTH IN THE DEED COVENANT**

**WHEREAS**, Purchaser agrees to restrict the Community Housing Unit located at \_\_\_\_\_, legally described as shown on the Condominium Map of the \_\_\_\_\_ recorded as Inst.No. \_\_\_\_\_ records of Blaine County, Idaho and as defined and described in the Condominium Declaration for the \_\_\_\_\_ recorded in No. \_\_\_\_\_, records of the Blaine County, Idaho, (the “Home”), according to the terms and conditions described in the DECLARATION OF LOCAL OWNERSHIP COVENANT recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.

**WHEREAS**, the Deed Covenant states that the Home is subject to the Program Policies (“Blaine County Housing Authority Community Housing Guidelines” adopted August 21, 2023 by the City of Ketchum).

**WHEREAS**, the Deed Covenant Home is restricted to “Category Local” use and occupancy, a term referenced as “Category L” in the adopted Program Policies, which may be updated from time to time.

**NOW THEREFORE, THE PURCHASER ACKNOWLEDGES AND ACCEPTS ALL OF THE TERMS AND RESTRICTIONS OF THE DEED COVENANT, INCLUDING BUT NOT LIMITED TO:**

*By placing his/her initials where indicated in this Acknowledgement, Purchaser acknowledges that he/she has read and understands the provisions in the Deed Covenant as well as the summary contained in this Acknowledgement.*

Purchaser's  
Initials

\_\_\_\_\_ ARTICLE 1: SUBMISSION OF REAL ESTATE, DEFINED TERMS – Purchaser understands that the City of Ketchum (“City”) holds an interest in the Property and has read and understands the terms used in the Deed Covenant. The Deed Covenant term is 70 years and runs with the land.

\_\_\_\_\_ ARTICLE 2: USE OF HOME – Purchaser shall occupy the Property as his/her primary residence, shall not rent, lease, or transfer the home except as provided in the Deed Covenant and Program Policies, and shall maintain the Property in good condition. Purchaser shall not own or acquire other developed residential real estate. At the time of purchase, Purchaser shall meet net worth limitations, as defined by the City and the Program Policies.

\_\_\_\_\_ ARTICLE 3: ROLE OF CITY – Purchaser understands that the City may conduct meetings with the owner and inspect the exterior of the home annually. The City will review and approve proposed capital improvements to the Home, facilitate transfers and rentals of the Home, and may designate a Program Administrator to

carry out these rights and obligations.

\_\_\_\_\_ ARTICLE 4: FEES, TAXES, AND ASSESSMENTS – Purchaser shall pay when due all fees, taxes, and assessments on the Home. If any amounts remain unpaid when the Home is sold, the City can collect unpaid amounts at the time of sale.

\_\_\_\_\_ ARTICLE 5: IMPROVEMENTS TO THE HOME. – Purchaser understands that its ability to improve the home is limited. The City must review and approve any Capital Improvements, as defined in the Covenant and Program Policies. The Purchaser may request and the City may approve Capital Improvements Credit that may be added to the Maximum Resale Price of the Home. Notwithstanding the limitations on Capital Improvements, the Purchaser may make other improvements to the Home, including maintenance, repair, replacement and shall keep the Home in good working order.

\_\_\_\_\_ ARTICLE 6: INSURANCE, DAMAGE or DESTRUCTION, TAKING FOR PUBLIC USE – Purchaser shall insure the Property and repair and restore the Home as required.

\_\_\_\_\_ ARTICLE 7: FINANCING AND FORECLOSURE – Purchaser shall not mortgage the Home without the City’s permission. **THERE CANNOT BE ANY REFINANCING, SECONDARY FINANCING, OR HOME EQUITY FINANCING WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY. NO LOAN OR COMBINATION OF LOANS SECURED BY THE HOME MAY EXCEED 85% OF THE MAXIMUM RESALE PRICE OF THE HOME AS DETERMINED BY THE CITY.** The City has the option to purchase the Home in the event of potential foreclosure for the remaining total mortgage obligation.

\_\_\_\_\_ ARTICLE 8: TRANSFER AND TURNOVER OF THE HOME – Purchaser understands that any sale of the Property may only be to an “Eligible Buyer” (as that term is defined in the Deed Covenant and Program Policies) and must comply with the Deed Covenant. Purchaser also understands that the Property may only be rented in accordance with the Deed Covenant and Program Policies. This Acknowledgement, together with the Deed Covenant and the Program Policies shall constitute a resale agreement setting forth the maximum sales price for which the Home may be sold (“Maximum Resale Price”), the amount of appreciation and the terms and provisions controlling the resale of the Home should Purchaser desire to sell its interest in the Property. The administrative/sale fee due to the City at the time Purchaser re-sells the Property shall be as specified in the Deed Covenant.

\_\_\_\_\_ ARTICLE 9: ENFORCEMENT – The Purchaser understands how Default (Uncured Violation) is triggered and the City’s rights to exercise remedies for enforcement.

\_\_\_\_\_ ARTICLE 10: MEDIATION – The Purchaser and the City may utilize mediation to resolve a dispute.

\_\_\_\_\_ ARTICLE 11: NOTICES AND OTHER PROVISIONS – The Deed Covenant may

only be amended in writing signed by both the Purchaser and the City or their legal representatives or successors in interest.

**PURCHASER FURTHER AGREES** that Purchaser shall instruct the Title company to provide the City with copies of all closing documents requested by the City, including, but not limited to, all requested loan documents, within 10 days after the close of escrow.

**IN WITNESS WHEREOF**, Purchaser has executed this instrument on the date set forth below.

**PURCHASER(s) – Signed at time of Purchase and Sale Agreement**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER(s) – Signed upon Closing**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

State of Idaho )  
 ) ss:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned a Notary Public in and for said state personally appeared \_\_\_\_\_ known to me or proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

\_\_\_\_\_  
Notary Public  
Residing in: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

State of Idaho )  
 ) ss:  
County of \_\_\_\_\_ )

On this day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ known or identified to me to be the Executive Director of the Blaine County Housing Authority, an Idaho Independent public body, corporate and politic, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body executed the same.

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the Executive Director of the Blaine County Housing Authority, an Idaho independent public body, corporate and politic, that executed the within instrument or the person(s) who executed the instrument on behalf of said body, and acknowledged to me that such body executed the same.

Witness by hand and official seal  
Name \_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_