

DEED RESTRICTION PURCHASE AGREEMENT

THIS DEED RESTRICTION PURCHASE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____ (the "Effective Date") by and between **Big Sky Community Housing Trust**, a Montana nonprofit corporation with a IRC 501(c)3 designation with mailing address of P.O. Box 160164, Big Sky, MT 59716 ("Buyer") and _____, mailing address of _____, (individually and collectively the "Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **AGREEMENT TO BUY AND SELL.** Upon and subject to the terms set forth in this Agreement, Buyer agrees to buy from Seller and Seller agrees to sell to Buyer, a Deed Restriction on the use of the Property described in Paragraph 2 (the "Property") for the benefit of the Big Sky community by requiring occupancy of the Property by at least one Qualified Resident, as defined in Exhibit B (the "Deed Restriction").
2. **PROPERTY.** The following real property is hereby burdened with the covenants and restrictions specified in this Agreement: _____ as more specifically described in Exhibit A.
3. **PURCHASE PRICE.** The purchase price (the "Purchase Price") for the Deed Restriction on the use of the Property shall be _____ and will be paid in cash by Buyer to Seller upon recording of the Deed Restriction with _____ County.
4. **CLOSING FEES.** Seller is responsible for the following costs: (1) any costs or fees associated with recording the Deed Restriction with the _____ County Clerk and Recorder's Office; and (2) any costs or fees charged or assessed by the title company selected by Seller to record the Deed Restriction with the _____ County Clerk and Recorder's Office (collectively the "Closing Costs"). Buyer will deduct the Closing Costs from the Purchase Price.
5. **OCCUPANCY RESTRICTIONS.**
 - a. At least one Qualified Resident shall continuously occupy the Property as their principal place of residence.
 - b. No business activity shall occur on or in such Property, other than as permitted within the zone district applicable to the Property.
6. **ANNUAL VERIFICATION.** No later than April 15th of each year, beginning in the year following the first year of occupancy of the Property, Seller shall submit a written statement to Buyer including the following information and stating that such information is true and correct to the best of Seller's knowledge and belief:
 - a. Evidence to establish that the Property was occupied by a Qualified Household during all of the prior calendar year;

- b. If applicable, a copy of the lease currently used for the Property;
- c. If applicable, a list of tenants who occupied the Property in the prior calendar year and evidence that at least one tenant is a Qualified Resident, as set forth in the Qualification Guidelines; and
- d. Federal Income Tax Documents for Seller, or Seller's tenant if the tenant is identified as the Qualified Resident. Federal Income Tax Documents may include Internal Revenue Service Form 1040, applicable schedules, W2s, and 1099s. In the event the tenant is identified as the Qualified Resident, Seller shall require the tenant to fill out an Internal Revenue Service Form 8821 Tax Information Authorization.

In the event Seller does not provide the annual verification information required in this Section 6 to Buyer, Seller shall be subject to the following fines for each year of noncompliance with this Section 6.

Deadline	Fine
Tax Day (typically April 15 th)	\$250
June 1 st	\$500
For Extension: six months from Tax Day	\$250
For Extension: December 1 st	\$500

7. RENTAL.

- a. Seller shall not rent the Property to any person or persons for a term shorter than 30 days.
- b. A Qualified Resident may lease a room or rooms in the Property to one or more persons, provided that the Qualified Resident still continuously occupies the Property as their principal place of residence. The term of all leases shall be no less than 30 days in duration and no greater than 12 months in duration, provided that unlimited renewals to Qualified Households are permitted.

8. REMEDIES.

- a. Buyer shall have any and all remedies provided by law and in equity for a violation of the Deed Restriction, including without limitation: (i) damages; (ii) specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of the Deed Restriction. All remedies shall be cumulative.
- b. The cost to Buyer of any activity taken in response to any violation of the Deed

Restriction, including reasonable attorney fees, shall be paid promptly by Seller.

9. **SUBORDINATION.** In no event shall Seller use the Property to secure or collateralize any financing whether primary financing, secondary or subordinate financing, or incremental financing (“Seller Financing”) without the written consent of Buyer, which consent can be withheld in Buyer’s sole and absolute discretion. Any deed of trust, trust indenture, or mortgage securing the Seller Financing will be subordinate to the Deed Restriction unless Buyer provides written consent to subordinate the Deed Restriction to the Seller Financing.

10. **MISCELLANEOUS.**

- a. **Modification.** This Agreement may only be modified by subsequent written agreement of the Parties.
- b. **Integration.** This Agreement and any attached exhibits constitute the entire agreement between Buyer and Seller superseding all prior oral or written communications.
- c. **Severability.** If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.
- d. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Montana and any legal action concerning the provisions hereof shall be brought in _____ County, Montana.
- e. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.
- f. **No Joint Venture.** Notwithstanding any provision hereof, Buyer shall never be a joint venture in any private entity or activity which participates in this Agreement, and Buyer shall never be liable or responsible for any debt or obligation of any participant in this Agreement.
- g. **Term.** This Agreement shall remain in place until terminated in writing by Buyer and Seller.

ACKNOWLEDGMENT BY BUYER

SIGN: _____ DATE: _____
(BUYER REPRESENTATIVE)

ACKNOWLEDGMENT BY SELLER

I HEREBY ACKNOWLEDGE THAT ALL INFORMATION SUBMITTED IN BIG SKY COMMUNITY HOUSING TRUST'S GOOD DEEDS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND AUTHORIZE BIG SKY COMMUNITY HOUSING TRUST TO VERIFY ALL INFORMATION SUBMITTED.

SIGN: _____ DATE: _____
(SELLER)

SIGN: _____ DATE: _____
(SELLER)

**EXHIBIT A
LEGAL DESCRIPTION**

EXHIBIT B
QUALIFICATION GUIDELINES

1. **Purpose.** The purpose of these Qualification Guidelines is to set forth the occupancy requirements for the Property.

2. **Application.** To become a Qualified Resident, a person must provide the following information:
 - a. Verification (e.g., wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a Qualified Business in Big Sky. A Qualified Business means a business located within the Big Sky Resort Area District or is registered with the Big Sky Resort Area District;
 - b. Evidence that the applicant has worked, or will work, an average of 30 hours per week or more per year and earns at least 75% of their income from a Qualified Business in Big Sky;
 - c. If the applicant is retired, provide evidence that the applicant was 60 years of age or older at the time of retirement, and for the five years immediately prior to retirement, worked an average of 30 hours or more per week a year at a Qualified Business in Big Sky and earned at least 75% of their income from such a business;
 - d. If the applicant retires after commencing ownership or occupancy of a unit for at least two continuous years, the applicant may be permitted to remain in the unit;
 - e. If disabled, evidence that the applicant is a person unable to work or does not have a work history due to qualifying for disability as defined by the American with Disabilities Act (ADA);
 - f. If an applicant becomes disabled as defined by the ADA after commencing ownership or occupancy of a unit, and if such disability prevents the applicant from working the required hours set forth in the deed restriction, the applicant may be permitted to remain in the unit;
 - g. A valid form of identification, such as a driver's license, state-issued identification, passport, or military identification; and
 - h. A signed statement certifying and acknowledging that all information submitted is true to the applicant's best knowledge and authorizing verification of all information submitted.