



BLAINE COUNTY HOUSING AUTHORITY

BOARD MEETING AGENDA MEMO

Meeting Date: Staff Member:

Agenda Item:

Recommended Motion:

I move to deny Taan Robrahn's Exception Request

Reasons for Recommendation:

- The deed covenant states that only a qualified heir can continue owning the property. The Guidelines state that an ownership unit cannot be rented for more than one year.
- The unit is intended for ownership.
- The current tenant is a qualified buyer.

Policy Analysis and Background (non-consent items only):

In 2021 the qualified owner, Lorraine Robrahn, passed. The Deed Covenant signed by Lorraine states, "Any Qualified Heir must, in addition to submitting the Acknowledgment and Acceptance of the Terms and Restrictions set forth in these Covenants, be a Qualified Person as defined in Section 2.6. **If they are not, the heir or the estate of the decedent Homeowner shall proceed to sell the Property in accordance with the provisions of this covenant.** (Section 3.9.1)" No qualified heir was identified.

In July 2021, Taan Robrahn submitted a Notice of Intent to Rent and was approved by the Executive Director at that time. This Notice states "**any lease longer than one (1) year in duration must include a reasonable buy-out provision for the tenant (9.a).**" The tenant was not offered a buy-out provision.

After receiving the Notice of Non-Compliance, Taan offered the unit for sale to the tenant. The tenant has since qualified for purchase and found adequate funding to purchase the unit.

Taan requests an exception to the 3% seller's fee. 2% of this covers representation of BCHA by a local real estate agent to assist buyers and sellers with the process and introduction to the deed covenant and other expectations. The Guidelines state that an exception request must include a description of "The circumstances **constituting an undue hardship or burden** which are the basis for the Exception request. (Section 8.4.2.b)"

Taan requests a reduction in the fee to 2% to save himself 1% or \$1,528 that would go towards a downpayment for his sons. Taan states that before she passed, his mother stated that she wanted the unit to go to the sons. The sons are not qualified heirs.

Staff do not believe that the circumstances constitute an undue hardship or burden, given that the Qualified Owner, Lorraine Robrahn, knowingly and willingly entered into the deed covenant and all that it entailed, including the 3% seller's fee. Taan Robrahn, knowingly and willing agreed to the conditions on renting an ownership unit. The 1% of the seller's fee is apportioned to BCHA for compensation of administering the program and overseeing the sale.

Attachments:

1. Robrahn Exception Request, July 31, 2023
2. Notice of Non-Compliance, June 5, 2023
3. Executed Acknowledgement and Acceptance of the terms and restrictions set forth in the Deed Covenant, November 16, 2016
4. Notice of Intent to Rent, July 2021

07/31/2023

The Estate of Lorraine Robrahn
P.O Box 2334
Sun Valley, ID 83353
208-309-8915

To the Board of the Blaine County Housing Authority,

I am writing this as a formal request for an exception to the BCHA policy regarding [Section 5 Selling Community Housing](#) > B. Fees > 1) Income-restricted Community Homes & the deed 6.2 "The selling Owner shall, at closing, pay an administrative fee to BCHA in an amount equal to three percent (3%) of the actual sales price.) I would like to request a reduction of the 3% to 2% as this is a simple sale to the current renter of the unit that is a qualified buyer.

The circumstances for the basis of the request are that when my mother passed away she requested that the unit be left to my twin boys so that they would always have a house to live. I discussed this with then executive directors Nathan Harvill and then Sarah Michaels. Mr. Harvill stated that was possible and he would review with the board at that time. Shortly after Mr. Harvill left his position with BCHA. I was recently notified by your new executive director this is not possible and the unit must be sold. In an effort to assist them with a down payment on a house in the future I would like to ask you consider this request.

If you would like further details on the unit, and previous communication with BCHA Executive directors I would be happy to meet.

Thank you for your time and consideration,

Taan Robrahn- Estate Executor

2. Notice of Non-Compliance, June 5, 2023

June 5, 2023

Taan R. Robrahn
PO Box 2334
Sun Valley, ID 83353-2334

CC: Keith Perry, Blaine County Housing Authority Board of Commissioners.

RE: Community Home at 222, N. 2nd, Chilali Lodge, Unit #2

Sent: Via U.S. Certified Mail, return receipt requested
Cc'd parties delivered via email.

Dear Taan:

This letter serves as formal notification as required in Section 13 of the Community Housing Covenants Running with the Land (enclosed and bearing your mother's signature) as recorded with Blaine County, Idaho that you have failed to perform your obligations under the terms of said Community Housing Covenants Running with the Land. The specific sections are listed below:

1. Section 3.9 Transfer to a "qualified heir". Upon receipt of a written request from the Home Owner at any time or upon notice from the personal representative of the Home Owner's estate given within ninety (90) days after the death of Home Owner, **BCHA may, in its sole and absolute discretion, consent to a transfer of the Home Owner's interest in the Property to one or more of the heirs of Home Owner listed below** ("Qualified Heirs") provided that such heir and such heir's legal counsel executes an Acknowledgement and Acceptance of the Terms and Restrictions set forth in these Covenants. The Qualified Heirs are the following: (a) the spouse, common law partner or same-sex partner of the Homeowner; (b) the dependent child or dependent children of the Homeowner; or (c) other member(s) of the Homeowner's household who have resided in the Property for at least twelve (12) months immediately prior to Homeowner's death.

2. Section 3.9.1 Any Qualified Heir must, in addition to submitting the Acknowledgment and Acceptance of the Terms and Restrictions set forth in these Covenants, **be a Qualified Person as defined in Section 2.6. If they are not, the heir or the estate of the decedent Homeowner shall proceed to sell the Property in accordance with the provisions of this covenant.**

Section 2.6 A "Qualified Buyer" is a person or group of people meeting and in full compliance with the qualifications and conditions set forth in the Guidelines in effect at the date a contract between an Owner and a Qualified Buyer is entered into for the Sale of the Property, including, without limitation, the income requirements applicable to the Property, and who has a complete and current application on file with BCHA at the time a contract for the Sale of the Property is entered into between an Owner and the Qualified Buyer.

The Community Housing Covenant, which was signed by your mother, Lorraine Robrahn, at the purchase of her Community Housing Unit allows for BCHA to pursue remedies as stated in Section 12; including, but not limited to: Seeking specific performance of the covenant or resulting in the non-defaulting party

(BCHA) to require the immediate sale of the property. BCHA will be exercising its right under the covenant to require that – if you believe you are a Qualified Buyer – submit an Application to BCHA and provide evidence of BCHA’s consent to transfer. Otherwise, BCHA will require the sale of the property to a BCHA-qualified buyer. BCHA would account for section 4.E.2. of the Community Housing Guidelines, which state that “the leave of absence [of an owner] may be up to one year and may, at the discretion of BCHA, be extended for additional terms” and the intent of 4.E.4.(a) “any lease longer than one (1) year in duration must include a reasonable buy-out provision for the tenant.”

Your mother, Lorraine Robrahn, was given an opportunity to purchase this unit at a price below that of the prevailing market rate in exchange for her agreement to fulfill the terms outlined in the Community Housing Covenant which was attached to the housing unit. Since 2019, it appears that you, as executor of your mother’s estate, have chosen to not fulfill the ongoing obligations under that Covenant.

This is a serious matter of utmost importance. As stated above, Community Housing is a very limited resource in the Valley and BCHA can ill-afford to allow any Community Housing to be used in a manner that violates the spirit of the program. BCHA expects every community homeowner to meet the obligations associated with homeownership.

Within thirty (30) days from the receipt of this letter, you must communicate with BCHA-Carissa Connelly, Housing Director (info@bcoha.org) to discuss your plans related to the immediate sale of your housing unit.

The current maximum sales price for your unit is \$152,816 (as calculated in accordance with Section 5 of the deed covenant), this is not a guaranteed final sale price, factors related to the condition of the unit, the amount of back taxes due, Association fees due, and administrative costs will be deducted from the final sale price. BCHA will begin efforts to identify a qualified buyer for your unit, in accordance with the BCHA Community Housing Guidelines.

Sincerely,

Carissa Connelly
Housing Director
City of Ketchum-BCHA

Enclosures:

1. Executed Acknowledgement and Acceptance Form, dated November 16, 2016
2. Recorded Community Housing Covenant Running with the Land, Instrument #639726 dated November 16, 2016

Recording Requested by and
When Recorded Return to:

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

Instrument # 639727

Blaine County, BLAINE, IDAHO
11-16-2016 2:08:45 PM No. of Pages: 4
Recorded for: AMERITITLE - KETCHUM
JOLYNN DRAGE Fee: \$19.00
Ex-Officio Recorder Deputy: BH
Electronically Recorded by Simplifile

Blaine County Housing Authority
P.O. Box 4045
Ketchum, ID 83340

136956AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**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 222 N 2nd Avenue, Unit #2, legally described as Condominium Unit 2, according to the Declaration of Covenants, Conditions and Restrictions for the Chilali Condominiums recorded January 9, 2008, as Instrument No. 554724 and the plat showing the Chilali Condominiums recorded January 9, 2008, as Instrument No. 554725, records of Blaine County, Idaho (the "Property"), according to the terms and conditions described in the Deed Covenant recorded March 19, 2008, as Instrument No. 556560, records of Blaine County, Idaho.

WHEREAS, the Deed Covenant refers to the Property as a "Community Housing Unit" as that term is defined in the Blaine County Housing Guidelines ("Community Housing Guidelines");

WHEREAS, the Property falls within the Category 3 income range established and adopted by the Blaine County Housing Authority (BCHA) annually in its annual Blaine County Housing Guidelines ("Community Housing Guidelines")

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

LJR

SECTION 1: BACKGROUND – Purchaser understands that BCHA holds an interest in the Property.

Recording Requested by and
When Recorded Return to:

Blaine County Housing Authority
P.O. Box 4045
Ketchum, ID 83340

This document has been recorded electronically.
Please see the attached Copy to view the County
Recorder's stamp as it now appears in the public
record.

Submitted by: AMERITITLE

136956AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

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OF THE TERMS AND RESTRICTIONS
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Purchaser's
Initials

LAR

SECTION 1: BACKGROUND – Purchaser understands that BCHA holds an interest in the Property.

LeR SECTION 2: DEFINITIONS – Purchaser has read and understands the terms used in the Deed Covenant.

LeR SECTION 3: TRANSFER – Purchaser understands that any sale of the Property may only be to a “Qualified Buyer” (as that term is defined in the Deed Covenant) and must comply with the Deed Covenant. Purchaser also understands that the Property may only be rented in accordance with the Deed Covenant.

LeR SECTION 4: USE, OCCUPANCY, MAINTENANCE AND REPAIR REQUIREMENTS
Purchaser shall occupy the Property as his/her primary residence, shall not use the Property for business or commercial uses except as provided in the Deed Covenant, and shall maintain the Property in good condition. Purchaser understands that BCHA may inspect the Property from time to time to insure compliance with the Deed Covenant.

LeR SECTION 5: MAXIMUM SALES PRICE AND MAXIMUM RENTAL AMOUNT -
This Acknowledgement, together with the Deed Covenant and the Community Housing Guidelines shall constitute a resale agreement setting forth the maximum sales price for which the Property may be sold (“Maximum Sale Price”), the amount of appreciation and the terms and provisions controlling the resale of the Property should Purchaser desire to sell its interest in the Property. **NO LOAN OR COMBINATION OF LOANS SECURED BY THE PROPERTY MAY EXCEED THE MAXIMUM SALES PRICE OF THE PROPERTY AS DETERMINED BY THE BCHA.**

LeR SECTION 6: CLOSING – The administrative/sale fee due to the BCHA at the time Purchaser re-sells the Property shall be as specified in the Deed Covenant.

LeR SECTION 7: INSURANCE & CASUALTY – Purchaser shall insure the Property as required.

LeR SECTION 8: ENCUMBRANCES – Purchaser shall pay when due all monetary liens, taxes, assessments and encumbrances on the Property. **PURCHASER SHALL PROVIDE BCHA WITH ALL LOAN NUMBERS, AND SHALL INSTRUCT ALL LENDERS TO PROVIDE TO BCHA COPIES OF ALL COMMUNICATIONS RELATING TO ANY LOAN ON THE PROPERTY. THERE CANNOT BE ANY REFINANCING, SECONDARY FINANCING, OR HOME EQUITY FINANCING WITHOUT THE PRIOR WRITTEN APPROVAL OF BCHA.**

LeR SECTION 14: GENERAL PROVISIONS – The Deed Covenant is permanent and runs with the land. It may only be changed in writing signed by both the Purchaser and the BCHA.

PURCHASER FURTHER AGREES that Purchaser shall instruct the title company to provide BCHA with copies of all closing documents requested by BCHA, 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

Lot Kebrahn

Date: 10-14-2016

Date: _____

PURCHASER(s) – Signed upon Closing

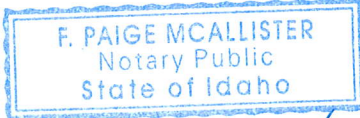
Lot Kebrahn

Date: 11-16-16

Date: _____

STATE OF Idaho)
) ss.
County of Blaine)

On this 16th day of November, in the year 2016, before me, the undersigned, personally appeared Lorraine A. Kobrahn known or identified to me 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.



Witness by hand and official seal

F. Paige McAllister My commission expires: 1/31/19
Notary Public

ACCEPTANCE BY THE BLAINE COUNTY HOUSING AUTHORITY

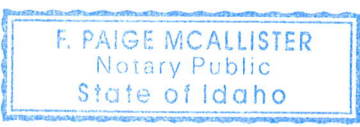
The foregoing Deed Restriction Acknowledgement for the above-referenced Community Housing Unit and its terms are hereby adopted and declared by the Blaine County Housing Authority.

BLAINE COUNTY HOUSING AUTHORITY

By: [Signature] Date: 11-9-16
Executive Director

STATE OF Idaho)
) ss.
County of Blaine)

On this 9th day of November, in the year 2016, before me, the undersigned Notary Public, personally appeared Bobbi Bellows David Patric 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

F. Paige McAllister My commission expires: 1/31/19
Notary Public



BLAINE COUNTY HOUSING AUTHORITY

Notice of Intent to Rent Community Housing and Rental Pricing Agreement *(Rental by a Community Homeowner)*

1. Property Owner(s) Name: Lorraine Robrahn
2. Community Housing Address: #2 Chialli Lodge
3. **The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a real estate broker in the rental of the subject Community Housing. The Housing Authority represents neither the Owner nor the tenant and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the Deed Covenant on the Community Housing which Owner has executed in conjunction with the rental of the Community Housing. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests.**
4. The Owner hereby requests the Housing Authority to approve the rental of the Community Home referenced above as allowed in Section 4(E) Long-Term Rental Options for Owners of Community Housing or Section 5(E)(9)&(10) Additional Information Related to the Sale of Community Housing by a Community Homeowner and in conformity with the requirements thereto.
5. The Owner will identify a potential Qualified Occupant to be qualified by the Housing Authority. If the candidate is successfully qualified by the Housing Authority, the Owner and Qualified Occupant shall enter into a lease agreement pursuant to the terms set forth in the Deed Covenant on the Community Home, or if there are no such provisions, upon terms approved by the Housing Authority. Owner shall respond to a reasonable request for information regarding the negotiations with tenants and shall provide the Housing Authority with copies legal documentation upon execution.
6. The Rental Rate charged shall be approved by BCHA and shall be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6.
7. If an Income Category is not enumerated in the Deed Covenant, the rent shall be established at a rate that is no greater than the "Owner's Cost". "Owner's Cost" shall include the monthly mortgage principal and interest payment, plus condominium/homeowner's association fees, plus utilities remaining in owner's name, plus property taxes and insurance prorated on a monthly basis, plus \$20 per month.
8. Owner certifies to the Housing Authority the Housing Costs borne by the Owner as represented by the amounts set forth below:

Cost of Mortgage	\$
Cost of HOA Dues	\$
Cost of Insurance	\$
Taxes (if not included in mortgage)	\$
Utilities (that will be paid by owner)	\$
Other ownership costs	\$
Total Housing Costs	\$

*Cat. 3
Ownership
Rental Rate
Cat 3
\$ 784
Renter pays electric*

Note: Owner shall provide documentation to BCHA to verify the costs listed above. The deed covenant does not allow a community homeowner to rent their unit in an amount greater than the cost of ownership regardless of rental rates in the Guidelines.

9. The Community Home shall be rented in accordance with the Guidelines during the authorized period so long as other Deed Covenants covering the Home permit the rental. Any prospective Tenant must be qualified by BCHA prior to execution of a lease. A lease shall contain the following provisions:
 - (a) Any lease longer than one (1) year in duration must include a reasonable buy out provision for the Tenant;
 - (b) Should the owner decide to re-occupy the home again as the owner's primary residence, then the owner shall give the Tenant a minimum of ninety (90) days' notice prior to the conclusion of any lease or lease extension, including leases on a "month to month" term;
 - (c) No initial lease term may be for fewer than four (4) months;
 - (d) BCHA shall annually re-certify the Tenant as outlined in Section 3(C)&(D).
10. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this Agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the rental of the Community Housing by the Housing Guidelines and the Deed Restriction. Any fees paid to such broker are the sole responsibility of Owner and shall not increase the monthly rent of the Home nor reduce the Administration Fee due to the Housing Authority.
11. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate the rental of the referenced Community Housing, at no more than the Net Rent Rental Rates noted above, to a tenant qualified in accordance with the Housing Guidelines and the Deed Covenant on the property. Owner and Housing Authority hereby agree to use the form of lease set forth in **Exhibit "A"** attached hereto.
12. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the Deed Covenant on the subject property.
13. Name of Owner's Real Estate Brokerage and Agent:

-OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a real estate broker in this transaction and will market the property directly to potential tenants selected in accordance with the Housing Guidelines and Deed Restriction.


Owner's Initials



Owner's Initials

14. This Agreement shall expire upon the earlier of: (a) 180 days from mutual execution of this Agreement, or (b) the date of execution of the final approved lease for the rental.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THE OWNER IS ADVISED TO SEEK THE ADVICE OF AN ATTORNEY BEFORE EXECUTING THIS AGREEMENT.

Owner: Lorraine Ruben
Estate Ref: TAAW Ruben

Housing Authority:
BLAINE COUNTY HOUSING AUTHORITY

By:  _____

By:  _____
Executive Director, BCH

Date: 7-27-21 _____

Date: 27 July 2021 _____