

**HOUSING AUTHORITY OF THE KAW TRIBE
OF INDIANS OF OKLAHOMA**

DOWN PAYMENT ASSISTANCE POLICY

ADOPTED BY RESOLUTION #2015-13

DATED: December 15th, 2015

AMENDED BY RESOLUTION #2017-01

DATED: January 17th, 2017

**DOWN PAYMENT ASSISTANCE POLICY FOR HOUSING AUTHORITY
OF THE KAW TRIBE OF INDIANS**

1. The Down Payment Assistance Policy shall be for Kaw Tribal Members only and can be funded as funds are available from the Authority's annual budget.
2. The total amount of Down Payment Assistance shall be in the amount of \$2500 for closing costs associated with the acquisition/construction of the home that will be the primary residence of the Applicant. **Must provide ALL HOUSEHOLD INCOME.** If the applicant meets eligible income requirements pursuant to NAHASDA guidelines for homeownership, the monies will be distributed from NAHASDA funds. There will be a maximum of funding for 10 tribal members per fiscal year.
3. Homebuyers who do not qualify for KHA homeownership, because of being over-income, will be considered for down payment assistance. The assistance will be paid out of non- program income and not NAHASDA funds. The amount shall be \$2500 for closing costs. **Must provide ALL HOUSEHOLD INCOME.** There will be a maximum of funding for 10 tribal members per fiscal year. The down payment assistance funds can be used only for the purchase or construction of the Applicant's primary residence.
4. The Down Payment Assistance is one (1) time per life, per eligible applicant. A list will be maintained by KHA of all applicants who have received prior funding.
5. Applicants shall be served based on the date and time the application was received. The requests for assistance need to be received and approved prior to closing. The Executive Director will approve the down payment assistance and will keep the Board of Commissioners apprised of the approvals in the monthly Board meetings. A letter will be sent to the applicant advising them that their assistance has been approved or denied.
6. Funds will be disbursed upon information received from the mortgage company or lending institution. Kaw Housing Authority requires notification at least 2 weeks prior to the closing date to allow sufficient time to process the check and all documentation supporting the request must be submitted to the Kaw Housing Authority at least 2 weeks prior to the closing date. Checks will be made to the order of the lending institution or Mortgage Company for the construction, or an acquisition of an existing home. However, if the homebuyer pays the closing costs after approval of his/her application by the Executive Director, a check will be paid directly to the homebuyer. The homebuyer must provide adequate documentation to the Housing Authority including the "closing statement" and a copy of the cancelled check or a receipt from the closing company showing the closing costs were paid by the homebuyer. The applicant has to be approved before the closing of the home. If prior approval is not obtained, the \$2500 will not be paid.
7. Applicant will have 90 days from approval date to utilize the funds. If the funds have not been used in 90 days, the application will be moved to an inactive status.

8. A Useful Life Agreement between the homebuyer and the Kaw Housing Authority will be sent to the closing agent for the Homebuyer's execution. A lien will be placed on your home for 6 months and filed with the appropriate governmental entity for recordation of land records. Once the lien is released, a copy will be sent to you for your records. The Useful Life Agreement will be subject to the Useful Life Policy.

Kaw Housing Authority

P.O. Box 371

Newkirk, OK 74647

OFFICE: (580) 362-6264 FAX: (580) 362-3986

reception@kawhousingauthority.com

Down Payment Assistance Application

Date: _____

Name: _____

Address: _____

Phone: _____

Construction or Acquisition: _____

Purchase Price: _____

Address of Home Purchasing: _____

Number of Bedrooms: _____

Closing Company: _____

Address: _____

Phone: _____

Contact Person: _____

Annual Income: _____

Family Size: _____

Please attach a copy of your Tribal Enrollment Card.

You must provide proof of income for the last 30 days for ALL household members age 18 and older.

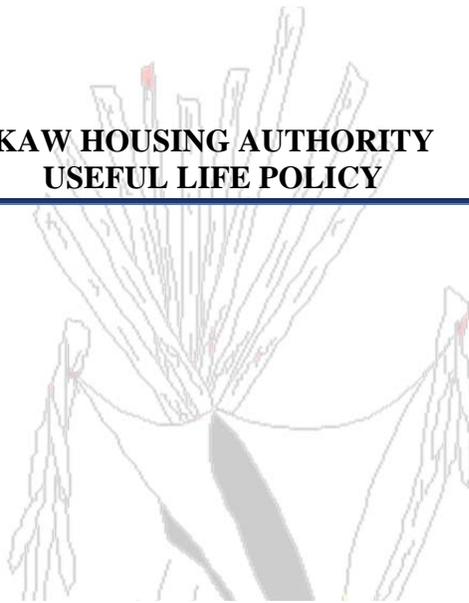
Signature: _____

Date: _____

Eligible: _____ Yes _____ No Date of Payment: _____



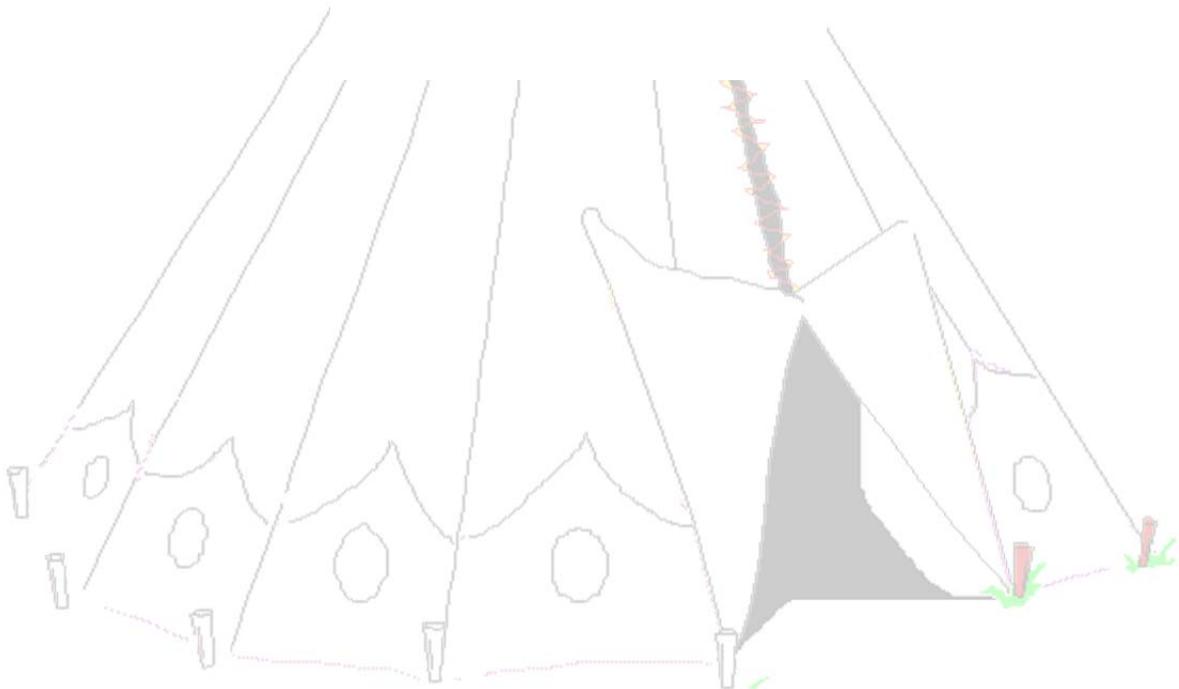
**KAW HOUSING AUTHORITY
USEFUL LIFE POLICY**



ORIGINAL

**ADOPTED BY RESOLUTION #
2017-04**

DATED: 02/21/2017



**KAW HOUSING AUTHORITY
USEFUL LIFE POLICY**

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KAW HOUSING AUTHORITY USEFUL LIFE POLICY

I. PURPOSE

The purpose of the Kaw Housing Authority's Useful Life & Binding Commitments Affordability Period is to ensure availability of affordable housing units and housing related programs for low income Native Americans.

The Kaw Housing Authority Useful Life & Binding Commitments Affordability Guidelines shall comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), 25 U.S.C. §4101 *et. seq.*, as amended, along with other applicable rules and regulations. The Kaw Housing Authority's Executive Director with the approval of the Board of Commissioners shall be responsible for periodically amending this policy to comply with any applicable laws or regulations.

The Kaw Housing Authority is the recipient of certain funds made available to it by the Department of the Interior, Housing and Urban Development, (HUD), Office of Native American Programs, (ONAP), more commonly known as Indian Housing Block Grant (IHBG) pursuant to the applicable provisions of NAHASDA

II. POLICY

A. PROGRAM DESCRIPTION

Section 205(a)(2) of NAHASDA requires housing units to remain affordable for the remaining useful life of property, (as determined by the Secretary), or such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purpose of the Act.

The act also requires that affordability be secured through "Acceptable Binding Commitments," Section 205 (a)(2) further requires "binding commitments" satisfactory to the Secretary be in place to ensure that the housing unit will remain affordable for its "useful life". These requirements apply to grants and loans to purchase, construct or rehabilitate a residence.

B. ACCEPTABLE BINDING COMMITMENTS

There must be a valid written agreement between the IHBG recipient (Kaw Housing Authority) and the individual or family being assisted with IHBG funds. The agreement contains the following factors.

1. The agreement shall specify the period of affordability required by the Kaw Housing Authority, pursuant to said applicable statutes and/or rules and regulations, and said

agreement must be an enforceable, binding contract between the Kaw Housing Authority and the homeowner/purchaser/occupant, etc..

2. Provisions of said agreements must be enforceable pursuant to State Statutes where the real property for which IHBG funds are being used is located and shall be of a sufficient nature as to constitute a valid lien, deed restriction, covenant running with the land, or other mechanism approved by HUD.
3. Useful Life restrictions may terminate upon foreclosure by a lender or transfer in lieu of foreclosure by a lender and/or death.
4. An Agreement substantially in the same form as attached hereto and incorporated herein as Appendix I shall be used to memorialize said Useful Life Restriction Agreements.

C. AFFORDABILITY PERIOD

IHBG funds invested in a unit through development or rehabilitation (including acquisition and down- payment assistance) have a certain period of time the property must remain available to low- income Native American families. The Affordability Period is the period of time a unit must remain available only to low-income Native American persons or families. This is also considered the “useful life” of a property.

D. AFFORDABILITY PERIOD DTERMINATION

The affordability period has been determined by the Kaw to reflect a period of time that is the longest feasible period consistent with sound economics and the purposes of NAHASDA. The following schedule shall be used which specifics a number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence.

IHBG FUNDS INVESTED

All programs up to \$8,000

AFFORDABILITY PERIOD

6 months

E. USEFUL LIFE REPORTING

Useful Life is reported to HUD by the Kaw Housing Authority, in its IHP (Indian Housing Plan) in Section E – Other submissions, (1) Useful Life. A record of the current, specific useful life for each individual property unit assisted with IHBG funds is maintained in the recipients’ files.

The record consists of a spreadsheet with the following data per unit:

1. Property Address
2. Owners Name
3. IHBG funds spent

4. Affordability period Assigned
5. Date assisted
6. Form of binding Commitment

F. PROPERTIES AND TYPES OF ASSISTANCE

All housing activities assisted with IHBG funds must have a Useful Life Determination.

This includes:

1. Rehabilitation
2. Down payment / Closing assistance
3. New Construction

The initial homebuyer and any subsequent homebuyer or owner that purchases the property during the period of its “useful life” need only qualify as low-income at the time of their purchase. Low-income owner/occupants of privately owned housing that receive IHBG assistance, whether in the form of a loan or grant, for rehab need only be low-income at the time of approval for program assistance.

A binding agreement between the Kaw Housing Authority and the individual/family, receiving said IHBG funds from the Kaw Housing Authority shall be entered into and said agreement shall guarantee an appropriate useful life period for the dwelling/unit affected and provide for lawful remedies for any breach of the provisions of said agreement upon transfer of ownership during the assigned “useful life,” period.

This “Useful Life” policy does not apply to the Section 184 Home Loan Guarantee Program unless IHBG funds are involved in the purchase of the property.

The residence that is the subject matter of the assistance provided by the Housing Authority with IHBG funds, shall be the primary residence of the Applicant.

APPENDIX “P”

KAW HOUSING AUTHORITY USEFUL LIFE AGREEMENT

NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT USEFUL LIFE / USE RESTRICTITON

THE FOLLOWING REAL PROPERTY (HEREINAFTER THE PROPERTY) IS HEREBY MADE SUBJECT TO A LIEN AND COVENANT RUNNING WITH THE LAND:

Address: Enter Address

Located at: Enter City, State, Zip

Legal Description: Enter Legal Description.

This Native American Useful Life Restriction, is a convent running with the land (hereinafter the **land restriction**), dated this **Enter day** of **Enter month**, **Enter Year**, for \$10.00 and other good and valuable consideration, is hereby declared, covenanted, conveyed, and made by **Enter Homeowner(s) name (and spouse)** (hereinafter **Owner/Grantor** whether one or more) who is/are the owner(s) of the Property, and The Housing Authority of the Kaw Tribe of Indians of Oklahoma, a tribally designated housing entity (hereinafter **TDHE/Grantee**). Said restriction upon the real property is imposed because Indian Housing Block Grant (IHBG) funds to benefit the property have been granted or loaned by the TDHE/Grantee, to assist or facilitate Low-income Indian Housing on behalf of Owner/Grantor and pursuant to 24 CFR §§1000.141-1000.146.

1.0 **RESTRICTIONS**

1.1 **Use Restrictions.** The property shall be used only for residential purposes and residential occupancy by the individuals or families who are either (i) members of, or headed by a member of a federally recognized tribe or an eligible State recognized tribe who are low-income or (ii) a surviving non-tribal spouse (s) or child (ren) of such a person who shared in the occupancy of that property at the time of death of such person. The property shall be the primary residence of the Applicant. The terms “federally recognized tribe” “State recognized tribe” and “Low-income” are as defined in the Native American Assistance and Determination Act (hereinafter **NAHASDA**), 25 U.S.C 4101, et seq.

1.2 **Restricting Owner and Subsequent Owners.** All of the rights, restrictions and agreements in the Land Restriction shall be deemed to be covenant running with the land and a deed restriction placed on the Property and owner, binding and enforceable against the Owner and the other subsequent owners of the Property. The transfer of a homeownership unit to a family member or household member is not subject to a binding commitment for the remaining useful life of the property. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to any remaining useful life under a binding commitment. Pursuant to 24 CFR §1000.146.

1.3 Covenant Running With the Land. The owner declares and covenants on behalf of his/her/their self that this Land Restriction and all accompanying enforcement rights run with the land.

1.4 Term. This Land Restriction, including all of its rights, restriction, covenants and agreements shall expire **Enter term length** from the date of this Land Restriction agreement (hereinafter the **Term**).

2.0 ENFORCEMENT

2.1 Right to Enforce. The TDHE/Grantee has all rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but not limited enforcing compliance with the low-income and members of a federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction and levying upon the property to recover in full the money expended, advanced or loaned either on the Property or to the owner by the TDHE/Grantee under its low-income Native American Housing Programs.

2.2 Recovery of Amounts contributed by the TDHE/Grantee. The TDHE/Grantee has contributed through loan(s) or grant(s) the sum of (**\$Enter dollar amount**) to the Owner of Property and all shall be entitled to recover some or all of this amount as follows:

(a) If the Property consists of a single family unit, the TDHE/Grantee shall be entitled to recover the following declining amounts for any violation of the Land Restriction agreement for the duration of this Land Restriction:

The amount will be prorated for the remaining Affordability Period until expiration of the term.

(b) If the property is not a single family unit, the TDHE/Grantee shall recover the full amount contributed for any violation of the Land Restriction agreement during of this Land Restriction.

2.3 Rights to Recover Other Costs by the TDHE/Grantee. The Owner, his/her/their heirs, devisees, legatees, and assigns, as well as all subsequent owners of the Property, shall also be liable to the TDHE/Grantee for any and all reasonable attorney fees, costs, and court expenses that the TDHE/Grantee incurs in any enforcement action it takes under this Land Restrictions agreement.

3.0 NOTICE OF PENDING SALE RENTAL OR CONVEYANCE.

3.1 Notice. The owner and any subsequent owner of the property, is obligated to notify the TDHE/Grantee in writing, delivery of which shall be evidenced with a written receipt, at the following address: #9 Kanza Ln, Newkirk, Oklahoma, they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty-(60) days prior to the Owner binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of Notice the Owner/Grantor must provide any and all information it has and that the TDHE/Grantee requests and deems necessary to ascertain that Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low-Income Native Americans. The TDHE/Grantee may offer to assist the Owner and subsequent owners in finding the individual eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any TDHE/Grantee inactions or actions taken pursuant to such Notice do not constitute

TDHE/Grantee approval of any particular use and is not a waiver by the TDHE/Grantee of any right it has to enforce compliance with this Land Restriction.

4.0 USEFUL LIFE

4.1 Term of Land Restriction Should Meet HUD Requirements. Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), 25 U.S.C. §4101 *et. seq* “NAHASDA,” requires the Secretary of the U.S. Department of Housing and Urban Development to determine that the Property is minimally restricted for a period of time acceptable to the Secretary. 25 U.S.C. §4135(a) (2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term is not less than what is acceptable to the Secretary of HUD based on the nature and the amount of the IHBG funds allocated to this Property. The TDHE/Grantee has determined that said Land Restriction has been calculated for a Term that meets HUD’s standards.

5.0 MICELLANEOUS.

5.1 Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require approval and consent of the TDHE/Grantee and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.

5.2 Severability. If any provision of this Land Restriction is held by a court competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceable shall not in any way be affected or impaired.

5.3 Homestead Waiver. Thus Land Restriction is prior and superior to any Homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.

5.4 Primary Residency Requirement. The property that is the subject of this Agreement for the disbursement of IHBG funds or non-program income funds, shall be the primary residence of the owner and co-owner if any.

Executed as of the date first written above.

Owner,

Date

Home Co-Owner, (Spouse)

Date

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____, (a single person) (husband and wife), to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public
Commission No. _____

My Commission expires:

[SEAL]

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USEFUL LIFE AGREEMENT**

**NATIVE AMERICAN HOUSING ASSISTANCE AND
SELF-DETERMINATION ACT
USEFUL LIFE / USE RESTRICTITON**

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Located at: Enter City, State, Zip

Legal Description: Enter Legal Description.

This Native American Useful Life Restriction, is a convent running with the land (hereinafter the **land restriction**), dated this **Enter day** of **Enter month**, **Enter Year**, for \$10.00 and other good and valuable consideration, is hereby declared, covenanted, conveyed, and made by **Enter Homeowner(s) name (and spouse)** (hereinafter **Owner/Grantor** whether one or more) who is/are the owner(s) of the Property, and The Housing Authority of the Kaw Tribe of Indians of Oklahoma, a tribally designated housing entity (hereinafter **TDHE/Grantee**). Said restriction upon the real property is imposed because Indian Housing Block Grant (IHBG) funds to benefit the property have been granted or loaned by the TDHE/Grantee, to assist or facilitate Low-income Indian Housing on behalf of Owner/Grantor and pursuant to 24 CFR §§1000.141-1000.146.

1.0 RESTRICTIONS

1.1 Use Restrictions. The property shall be used only for residential purposes and residential occupancy by the individuals or families who are either (i) members of, or headed by a member of a federally recognized tribe or an eligible State recognized tribe who are low-income or (ii) a surviving non-tribal spouse (s) or child (ren) of such a person who shared in the occupancy of that property at the time of death of such person. The property shall be the primary residence of the Applicant. The terms “federally recognized tribe” “State recognized tribe” and “Low-income” are as defined in the Native American Assistance and Determination Act (hereinafter **NAHASDA**), 25 U.S.C 4101, et seq.

1.2 Restricting Owner and Subsequent Owners. All of the rights, restrictions and agreements in the Land Restriction shall be deemed to be covenant running with the land and a deed restriction placed on the Property and owner, binding and enforceable against the Owner and the other subsequent owners of the Property. The transfer of a homeownership unit to a family member or household member is not subject to a binding commitment for the remaining useful life of the property. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to any remaining useful life under a binding commitment. Pursuant to 24 CFR §1000.146.

1.3 Covenant Running With the Land. The owner declares and covenants on behalf of his/her/their self that this Land Restriction and all accompanying enforcement rights run with the land.

1.4 Term. This Land Restriction, including all of its rights, restriction, covenants and agreements shall expire **Enter term length** from the date of this Land Restriction agreement (hereinafter the **Term**).

2.0 ENFORCEMENT

2.1 Right to Enforce. The TDHE/Grantee has all rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but not limited enforcing compliance with the low-income and members of a federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction and levying upon the property to recover in full the money expended, advanced or loaned either on the Property or to the owner by the TDHE/Grantee under its low-income Native American Housing Programs.

2.2 Recovery of Amounts contributed by the TDHE/Grantee. The TDHE/Grantee has contributed through loan(s) or grant(s) the sum of (**\$Enter dollar amount**) to the Owner of Property and all shall be entitled to recover some or all of this amount as follows:

(a) If the Property consists of a single family unit, the TDHE/Grantee shall be entitled to recover the following declining amounts for any violation of the Land Restriction agreement for the duration of this Land Restriction:

The amount will be prorated for the remaining Affordability Period until expiration of the term.

(b) If the property is not a single family unit, the TDHE/Grantee shall recover the full amount contributed for any violation of the Land Restriction agreement during of this Land Restriction.

2.3 Rights to Recover Other Costs by the TDHE/Grantee. The Owner, his/her/their heirs, devisees, legatees, and assigns, as well as all subsequent owners of the Property, shall also be liable to the TDHE/Grantee for any and all reasonable attorney fees, costs, and court expenses that the TDHE/Grantee incurs in any enforcement action it takes under this Land Restrictions agreement.

3.0 NOTICE OF PENDING SALE RENTAL OR CONVEYANCE

3.1 Notice. The owner and any subsequent owner of the property, is obligated to notify the TDHE/Grantee in writing, delivery of which shall be evidenced with a written receipt, at the following address: #9 Kanza Ln, Newkirk, Oklahoma, they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty-(60) days prior to the Owner binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of Notice the Owner/Grantor must provide any and all information it has and that the TDHE/Grantee requests and deems necessary to ascertain that Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low-Income Native Americans. The TDHE/Grantee may offer to assist the Owner and subsequent owners in finding the individual eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any TDHE/Grantee inactions or actions taken pursuant to such Notice do not constitute TDHE/Grantee approval of any particular use and is not a waiver by the TDHE/Grantee of any right it has to enforce compliance with this Land Restriction.

person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public
Commission No. _____

My Commission expires:

[SEAL]