

POARCH BAND OF CREEK INDIANS HOUSING DEPARTMENT

**POLICIES AND PROCEDURES FOR
TRIBALLY ASSISTED HOME OWNERSHIP PROGRAM**

I. INTRODUCTION

- A. The Poarch Band of Creek Indians Housing Department (Department) was established by the Tribal Council to, among other things:
1. Promote and protect the general welfare of the Poarch Band of Creek Indians (Tribe) and its members by providing Tribal Members with decent, safe and sanitary homes;
 2. Remedy unsafe and unsanitary housing conditions which are injurious to the public health, safety and morals of Tribal Members; and
 3. Alleviate the acute shortage of decent safe and sanitary dwellings for Tribal Members.
- B. To further that purpose, the Department operates the Tribally Assisted Home Ownership (TAHO) Program.
- C. These procedures for the TAHO Program are to govern the eligibility and occupancy of homes offered. More specifically, these procedures are designed to:
1. Serve as a guide for the Department to use in determining eligibility of applicants, in the selection process, and in maintaining occupancy standards;
 2. Ensure the consistent, equitable, and uniform treatment of Applicants and Residents;
 3. Act as a basis for decisions by the Department; and
 4. Serve as a training manual for newly-hired Housing staff and/or newly-appointed Housing Advisory Committee members.

II. APPLICATION OF PROCEDURES

These procedures apply to Applicants for, Residents in, and properties in the TAHO Program. Mutual Help applicants and participants are specifically excluded from these procedures.

III. DEFINITIONS

- A. "Applicant" means the Head of Household seeking admission into the TAHO Program.
- B. "Family" means a single person or two or more persons related by blood or marriage.
- C. "Federal Over Income" means that Applicant's household income is between 80% to 100% of the median income for the area or the United States, as determined by HUD, whichever is greater, when federal funds are used in whole or in part to construct the Home.
- D. "Head of Household" means the Tribal Member. In the case of both adult members being Tribal Members, the Tribal Member who has the higher income shall be designated as the Head of Household.
- E. "Home" shall mean the dwelling unit occupied by the Resident.
- F. "Homeless" means an individual who does not hold title to real property upon which a permanent structure that could be used as a residence is located.
- G. "Household Income" means the income of all members of the household, including the Head of Household, the spouse of the head of household, and children 18 and older, except for those children between the ages of 18 to 26 that are full time students.
- H. "Low Income" means that Applicant's Household Income is between 40% to 80% of the median income for the area or the United States, whichever is greater, as determined by HUD.
- I. "Overcrowded" means more than two (2) children of the same sex per bedroom or two (2) children over the age of six (6) of the opposite sex sharing the same bedroom.
- J. "Over Income" means either "Federal Over Income" or "Tribal Over Income", depending upon the funding source used.
- K. "Resident" means an individual who is leasing a Home in the TAHO Program as evidence by his/her signature on the Lease Agreement and who is working toward home ownership.
- L. "Substandard" means (1) using a mobile home for a residence; (2) documented problems with utilities (i.e. water or sewer); (3) a home not holding a standard temperature; (4) the head of household's bedroom is less than 120 square feet; or (5) the bedrooms are less than 100 square feet.

- M. "Tribal Member" means an enrolled member of the Poarch Band of Creek Indians.
- N. "Tribal Over Income" means that Applicant's Household Income exceeds 100% of the median income when Tribal funds totally fund the construction of the Home.
- O. "Tribe" means the Poarch Band of Creek Indians.
- P. "Total Development Cost" means the total cost that a Resident is responsible for paying back to the Tribe. This amount shall include any cost related to building or purchasing a Home, such as title examination, title insurance, deed preparation, surveys, blue prints, construction cost, septic tank installation or refurbishing, installation of wells, etc.
- Q. "Very Low Income" means that Applicant's Household Income is between 35% to 40% of the median income for the area or the United States, whichever is greater, as determined by HUD.

IV. ELIGIBILITY FOR HOUSING

- A. To be eligible for the TAHO Program, Applicants must meet all the following requirements:
 - 1. Must be an enrolled member of the Poarch Band of Creek Indians;
 - 2. Must be at least 21 years of age;
 - 3. Must live in the Tribe's service area (Escambia County, Alabama; Monroe County, Alabama; Baldwin County, Alabama; Mobile County, Alabama; Elmore County, Alabama; Montgomery County, Alabama; and Escambia County, Florida);
 - 4. Must not have participated in any home ownership program for five (5) years;
 - 5. Shall not have withdrawn from the TAHO Program or declined to participate in the TAHO Program after being selected within the past twelve (12) months. (If an Applicant is ineligible because of this requirement, the Applicant may petition the Housing Director to waive this requirement if the Applicant can show good cause as to why the Applicant withdrew or declined to participate in the TAHO Program.);
 - 6. Shall have a credit score of 550 or higher. Applicants must sign an authorization for the Department to request a credit report and score on the applicant. If the applicant is married, his/her spouse must also authorize a

credit report to be requested. The credit scores of the applicant and spouse will be reported, and the higher of the two scores will be used in determining whether the applicant meets the minimum score established by the Department; and

7. Must qualify as a Very Low Income, Low Income, or Over Income.

V. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

A. Application

1. The application is the basic record for each Applicant applying for admission and/or services. The Application is attached hereto as "Exhibit A". Each Applicant will be required to provide all information requested. If the Applicant is married, his/her spouse's information must be included, and the spouse must also sign the Application. Applications shall be received at the Housing office. Upon receipt, the application will be date/time stamped, and initialed by the Housing staff.
2. Applications may be submitted at any time; however, the Department may set submission deadlines for inclusion in a particular project, program, or funding year.
3. *Suspending the Taking of New Applications.* The Department reserves the right to close the waiting list and suspend the taking of new applications at any given time.

B. Verification of Eligibility and Documentation Required for Points and Household Size

An Applicant must submit the following in order for the Housing staff to verify eligibility and to award points for selection purposes:

1. *Income Verification.* Current wage statements, social security statements, retirement statements, and IRS tax returns shall be used to verify Household Income. Per capita benefits and elder benefits shall be automatically added to all Tribal Members' income.
2. *Proof of Tribal Membership.* The Applicant must furnish proof of membership for each family member claiming Tribal membership.
3. *Proof of First Generation Indian Descent.* The Applicant must furnish a letter from the Poarch Band of Creek Indians for each family member claiming to be a First Generation Indian Descendant.

4. Identity Verification. The Applicant must furnish copies of driver's licenses for all adult family members and/or social security cards for all family members listed on the application.
5. Custody Verification. The Applicant must furnish custody verification described below for the Applicant or Applicant's spouse to receive points:
 - i. The children's birth certificate; and
 - ii. Any documentation from a court awarding that the Applicant or Applicant's current spouse physical custody of the children; or
 - iii. If the Applicant does not have a court order or legal documentation, the Applicant may provide a notarized statement from the child's custodial parent verifying the visitation/custody arrangement and/or schedule for the child(ren).
6. Household Size Verification.
 - i. In order for a spouse to be counted as part of the household, the Applicant must submit a marriage certificate.
 - ii. In order for children to be counted as part of the household, the Applicant or Applicant's current spouse must have physical custody of the children. Applicant must submit the same information as required for custody verification.
 - iii. Additionally, the Housing staff may request additional information or may visit the family's current home in order to verify household size.
7. Homeless Verification. Applicant shall submit a statement to the Department in which the Applicant swears or affirms that he or she meets the definition of Homeless as set forth in these Policies. Additionally, if the Applicant is Homeless because he or she rents, then the Applicant shall submit a lease, rental invoice, or statement from the landlord regarding the rental arrangement.
8. Substandard Living Verification. Applicant must submit information from one or more of the following categories:
 - i. Mobile Home as a Residence. A member of the Housing staff shall visit the Applicant's residence and confirm that the Applicant's residence is a mobile home.

- ii. *Documented problems with Utilities.* The Applicant shall furnish the Department with the documentation regarding the history of the utility issue.
 - iii. *Home not Holding a Standard Temperature.* A member of the Housing staff shall visit the Applicants residence to observe and take necessary readings, and the Applicant shall submit utility bills for the last six months.
 - iv. *Less than Acceptable Square Footage.* A member of the Housing staff shall visit the Applicant's residence and confirm that the Head of Household's bedroom is less than 120 square feet and/or that the bedrooms are less than 100 square feet.
9. *Overcrowding Verification.* A member of the Housing staff shall visit the residence to confirm the number of bedrooms and compare number of family members actually living in the residence to the number of family members listed on the application.
 10. *Disability Verification.* Applicant shall submit documentation from the Social Security Administration or Veteran's Administration proving that Applicant or a member of Applicant's household receives disability benefits.
 11. *Veteran Verification.* Applicant shall submit the "Certificate of Release or Discharge from Active Duty" (DD Form 214), which is based upon a military service member's retirement, separation or discharge from active-duty military.

C. Applicant File

The Department shall maintain a file for each Applicant completing an application. All applications shall be placed in an eligible or ineligible file along with all information supplied by the Applicant.

1. *Eligible File.* This file contains those applications which have met initial eligibility requirements.
2. *Ineligible File.* This file contains those applications which have not met initial eligibility requirements. Applications which are not completed or updated in a timely manner will be placed in this file. After twelve (12) months the applications will be discarded.

D. Waiting List

The Housing staff maintains the waiting list. The eligible Applicants will be placed on the waiting list. Any Applicant on the eligible waiting list who wishes to be removed from the list must submit a written request to the Department. Otherwise, no eligible Applicant may be removed from the waiting list except for failure to update in a timely manner.

E. Updating the Eligible Waiting List

The eligible waiting list shall be updated on a regular basis. The Housing staff may issue a reminder notice annually to Applicants to inform them to update their application. Applicants must update their applications upon receiving a notice from the Housing Department.

At the time of updating the application, the Applicant will be interviewed by the Housing staff. Failure to update an application upon request is grounds for removing the Applicant from the waiting list and placing the application in the ineligible file.

VI. SELECTION CRITERIA

For each income category, eligible Applicants from the waiting list are selected for participation in a project according to a point system. The point system is designed to identify need.

The following points shall be awarded for the following criteria:

- | | |
|----------|--|
| 2 Points | For each time Applicant has updated his/her application in response to an update notice sent by the Housing Department |
| 5 Points | For each PBCI Tribal Member in the household unless the Tribal Member is an adult child. (If an adult child resides in the household, points may be awarded only if the adult child is between the ages of 18 and 26 and enrolled as a full-time student.) (Applicants may only receive ½ of the points available if the Applicant or Applicant's current spouse shares joint physical custody of children.) |
| 2 Points | For each PBCI First Generation Indian Descendant in the household unless the First Generation Indian Descendant is an adult child. (If an adult child resides in the household, points may be awarded only if the adult child is between the ages of 18 and 26 and enrolled as a full-time student.) (Applicants may only receive ½ of the points available if the Applicant or Applicant's current spouse shares joint physical custody of children.) |
| 2 Points | For meeting the minimum credit score |

- 3 Points For each member of the household with a verifiable disability
- 6 Points For a family living in a Homeless situation
- 3 Points For a family living in an Overcrowded situation
- Up to 5 Points For a family living in Substandard living conditions as defined in this Policy (1 point for each condition)
- 2 Points For Veterans
- 4 Points For Applicants who already have title to property free and clear of all encumbrances and liens, except for any ad valorem taxes and mineral reservations, if any
- 5 Points For Applicants who have participated in prior Homeowners Programs (TAHO/Mutual Help)

VII. NOTIFICATION TO SELECTED APPLICANTS

Once selected, the Applicant will be notified in writing by certified mail within five (5) business days of selection. The standard notification letter is attached as “Exhibit B”.

At a minimum, a list will be posted in writing at the Housing Department’s office no later than ten (10) business days after the Housing Department Director confirms the selection.

VIII. CONDITIONS FOR PARTICIPATION

A. Conditions in Standard Notification Letter

1. No later than thirty (30) days after notification of selection is sent to the Applicant, the Applicant shall provide all of the information requested and complete all of the counseling/training sessions required in the standard notification letter. If extenuating circumstances prevent the Applicant from submitting the required information within the thirty day period, Applicant shall submit a written request for an extension to the Department Director prior to the expiration of the thirty-day period, and the Director may grant the Applicant an extension.
2. Submission of the requested information and completion of the required counseling/training sessions does not guarantee participation in the TAHO program. The documentation shall be used to confirm that the Applicant is still eligible for participation.
3. Build or Purchase. The standard notification letter requires that the Applicant provide a written statement to the Department informing the

Department if Applicant will build a home or purchase an existing home.

- i. *Build.* If the Applicant plans to build a home, then the Applicant must provide proof of ownership (i.e., a deed) to at least one acre of property within thirty (30) days or shall identify property that can be transferred to the Tribe within 30 days. Under extenuating circumstances, the Applicant shall submit a written request for the Department to accept less than one acre, and the Department Director may approve such a request. If the land cannot be transferred within 30 days, the Applicant shall submit a written request to the Department for additional time and shall outline the extenuating circumstances, and the Department Director may approve such a request. If through no fault of the Housing Department or its agent, the property is not transferred within the next 30 days after the extension, then the Applicant shall be removed from participation in the Program. The Applicant must convey the property to the Tribe before the construction contract is signed.
 - ii. *Purchase.* If the Applicant plans to buy a home, then the Applicant must provide the Department with an executed purchase agreement for the home no later than sixty (60) days after notification of selection is sent to the Applicant. If additional time is needed, the Applicant shall submit a written request to the Department for an extension and, the Department Director may grant the extension. Any time an Applicant is purchasing an existing home, the seller of the existing home must provide a home warranty. For any home purchased that is less than three (3) years old, the seller must provide a one (1)- year home warranty. Any home purchased that is three (3) or more years old must have a three (3)- year home warranty provided by the seller. Any home built prior to 1978 must be inspected and certified as free from asbestos and lead-based paint prior to the purchase being approved. Additionally, Applicant shall be required to sign a waiver and/or release.
4. *Counseling.* All Applicants shall be required to participate in and cooperate fully in all official pre-occupancy counseling activities in order to participate in the TAHO Program. The purpose of the counseling program shall be to develop:
- i. A full understanding by Applicants of his or her responsibilities as Residents in the TAHO Program;
 - ii. Ability on the Applicant's part to carry out these responsibilities; and

iii. A cooperative relationship with the other Residents.

B. Inspection before Move-In

1. To establish a record of the condition of the Home on the date of occupancy, the Resident, a representative of the Department and a certified inspector, if the Department representative is not a certified inspector, shall make an inspection of the Home. The record of this inspection shall be on the Inspection Report (see "Exhibit C") identifying unsatisfactory items in the Home. Any differences shall be resolved by the Department representative, and a copy of the signed Inspection Report shall be kept at the Housing office. A copy shall also be given to the Resident.
2. No Resident shall be permitted to occupy the Home until all items on the Inspection Report have been determined to be satisfactory. Upon completion of all inspection report items, a Certificate of Occupancy (see "Exhibit D") shall be given to the Resident with a copy to be filed at the Housing office.

C. Lease Agreement

Prior to occupancy, the Resident shall execute a Lease Agreement with the Department. This Lease Agreement is a legal document which describes rights, duties, obligations, and responsibilities of the parties and is attached hereto as Exhibit H. The Head of Household and his or her spouse shall sign the Lease Agreement, and the Housing Director shall sign on behalf of the Tribe.

D. Escrow Account

Participants must maintain a positive balance in the escrow account at all times. The funds in the escrow account will be used to pay the cost of homeowners insurance, termite bond, property taxes, and any applicable homeowners' association fees for the year. The escrow account will be funded by an amount equal to 1/12 of the total fees being added to the Participant's monthly payments.

Any requests by Participants to utilize the funds from an escrow account must be made in writing to the Housing Director and must state the intended use for the funds. The funds from the escrow account may only be used to make improvements to the property. The Housing Director will approve/deny any requests in writing. These requests may only be made by those Participants in Projects 11-28.

IX. MONTHLY PAYMENT

A. Determination of Monthly Payment

1. Total Development Cost (TDC) shall be repaid through minimum monthly payments. The Total Development Cost of each home shall be amortized for no more than a thirty (30) year period for all Residents. The cost to purchase a lot/land for Participants who are building a home may be included as part of the TDC but shall not cause the total TDC to exceed the amount for which a Participant is approved. The Applicant is not allowed to include in the TDC any land outside of an identified lot in a Tribal subdivision, or more than one (1) acre of land if located elsewhere, which shall be used for the home site. Once the minimum monthly payment is determined, an escrow fee will be added. After the escrow fee is added, this will then become the Resident's monthly payment.
2. 30% Rule
 - i. The payment shall not exceed 30% of the adjusted annual income. Adjusted annual income is determined by applying the standard deductions and exclusions required by NAHASDA and any other Tribal exclusions and/or deductions.
 - ii. To verify that a Resident is not paying over 30% of their adjusted income, multiply the adjusted income by 30%. Then divide that amount by 12 months. Compare monthly payment with 30% amount. If the 30% amount is lower than the required monthly payment, the 30% must be used.
 - iii. In circumstances where 30% is a factor, the recovery of the Total Development Cost shall take priority over the contribution to the Resident's escrow account.
3. The monthly payment will remain in effect until a re-certification is completed and a new payment amount is established.

B. Payroll Deduction

A Resident may opt for payroll deduction for their monthly payment if payroll deduction is offered through his/her employer. Residents must set up the payroll deduction through their employers and shall direct that payments be made to the Poarch Band of Creek Indians Accounting Office. Any Resident who opts for payroll deduction shall not incur any late fees associated with this Program.

C. Annual Re-certification

1. No later than forty five (45) days prior to the due date for submission of re-certification documentation, the Department shall send all Residents a written Notice of Annual Certification (see "Exhibit E"). The Notice shall specify the date when the documents are due and shall be delivered to each Resident by U.S. mail.
2. Residents shall mail, e-mail, facsimile or hand deliver information required for re-certification to the Housing office. When hand delivered, the Housing staff shall issue the Resident a dated receipt for the documents.
3. Information Required for Re-certification.
 - i. Residents shall provide the Department with documents (tax returns, W-2, 1099, current check stub, etc.) that will establish their annual and current income.
 - ii. Residents shall also sign a Statement of Certification (attached as "Exhibit F").
 - iii. The Resident may be required to submit additional information at recertification, if the Department deems it necessary to complete the family's records or to assist in determining income and payments.

D. Payback Agreements

1. The Housing Director may negotiate a payback agreement with a delinquent Resident as an alternative to termination. The standard Payback Agreement is attached as "Exhibit G".
2. The Payback Agreement will be on a short term basis, **not to exceed ninety (90) days.**
3. The amount agreed to in the Payback Agreement shall be paid **in addition to the Resident's monthly payment.**
4. Residents shall **not** be allowed to execute more than one (1) Payback Agreement within a twelve (12) month period. In extenuating circumstances, the Department Director, with the concurrence of the Legal Department, may allow an exception to this policy.

E. Adjustment/Abatement of Payments

A Resident experiencing a financial hardship due to a short-term disability or loss of employment (through no fault of the employee) may submit a written request to the Department Director asking for the monthly payments to be reduced or suspended. The written request shall include a description of the hardship and supporting documentation of the disability and financial hardship. The Director may set a hearing on the matter. With or without a hearing, the Director may determine whether to temporarily suspend or reduce payment(s). Any temporary suspension or reduction of payments shall not exceed **ninety (90) days** and may necessitate an addendum of the Lease Agreement in order to extend the term of the Lease Agreement. Late fees shall be waived during the temporary suspension.

X. CONVEYANCE OF HOME

A. To Residents

Residents will be given the opportunity to purchase their Home in accordance with the Lease Agreement.

B. To Successors

Successors shall be able to purchase the Home in accordance to the Lease Agreement.

C. To Third Parties

For conveyances to other parties, the Department Director should evaluate factors such as market value, condition/age of the home, and depreciation/appreciation in order to arrive at a purchase price.

XI. USE OF HOME AFTER TERMINATION

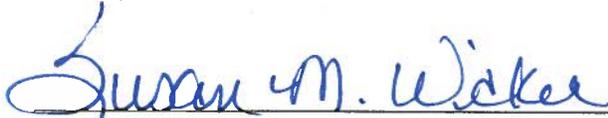
After termination of a Resident's interest in the Home, the Home remains a part of the TAHO project. The Department must follow its policies and for selection of another Resident for the Home under the TAHO program. If the Department is unable to successfully place another Resident in the Home, the Department may transfer the Home from the TAHO Program to the rental program, or the Tribe may sell the Home.

XII. AMENDMENTS TO PROCEDURES

The Department may revise these Procedures at any time. If these Procedures are amended, the Resident's obligations under the Lease Agreement may be affected. Such changes do not require the execution of an addendum to the Lease Agreement or a new Lease Agreement. The Resident shall be notified of any changes to the Procedures affecting the Resident's obligations.

XIII. IMPLEMENTATION OF POLICY

These policies and procedures are adopted by the Poarch Band of Creek Indians Housing Department on this the 18th day of August, 2015. These Policies and Procedures will apply to any applications or leases approved after the date of adoption. Any allegation of a violation of this Policy should be directed to the Tribal Grievance Board. Any other adverse decision, or any instance/decision in which the Housing Department Director has a conflict of interest, should be directed to the Tribal Member Services Division Director.



Susan M. Wicker, Housing Director
Poarch Band of Creek Indians

**EXHIBIT A
APPLICATION**

EXHIBIT B
STANDARD NOTIFICATION LETTER FOR SELECTION

[DATE]

Jane Smith
5811 Jack Springs Road
Atmore, AL 36502

Dear Ms. Smith:

You have been tentatively selected for the Tribally Assisted Home Ownership (TAHO) Program. A thorough screening process must be completed on each applicant. In order to be in the TAHO Program, you must provide the following information to the Housing Department office no later than _____:

1. A statement of whether you will be **building or buying**. If you will be building, you must bring in a copy of the deed to the land where you plan to build. The land must be at least one acre.
2. You must bring proof of your current income. This proof should be in the form of two months of check stubs or disability checks.
3. You must bring your marriage certificate, copy of divorce papers (if applicable), and a copy of any court documentation detailing the custody of any children in the home (if applicable).

This notification will serve as a formal rejection in the program if you do not respond by the date listed above. If formal rejection occurs, your will be placed in the inactive file.

This notification is not a contract and does not obligate the Tribe in any way. Submission of the requested information and completion of the required counseling/training sessions does not guarantee participation in the TAHO program. The documentation shall be used to confirm that the Applicant is still eligible for participation.

Home buyers are required to attend mandatory counseling.

NOTE: A home buyer lease will be executed.

If you have any questions concerning this matter, please contact me at (251) 368-9136, ext. 2257.

Sincerely,

Wendy Davis
Housing Coordinator

cc: Susan M. Wicker, Housing Director
File

EXHIBIT C
ANNUAL INSPECTION REPORT

**Poarch Band of Creek Indians Housing Department
INSPECTION CHECKLIST**

Permission to Enter Home by:

Relationship to Lessee:

NAME OF FAMILY:

TENANT ID NO.:

DATE OF REQUEST:

INSPECTOR:

DATE OF INSPECTION:

**HOUSING TYPE
(Check Appropriate
Box)**

TYPE OF INSPECTION

xx INITIAL ANNUAL REINSPECTION 5 YEAR

DATE OF LAST INSPECTION:

/ /

- Manufactured Home
 Single Family Detached
 Duplex

A – GENERAL INFORMATION

ADDRESS OF INSPECTED UNIT

STREET

CITY

COUNTY

STATE

ZIP

B – SUMMARY DECISION ON UNIT (To be completed after form has been filled out)

Pass Fail

OCCUPANCY STANDARD

Inconclusive

No. of rooms used for sleeping
(or could be used if unit is vacant)

INSPECTION CHECKLIST

ITEM NO.	1. LIVING ROOM	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Living Room Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				

6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
ITEM NO.	2. KITCHEN	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Kitchen Area Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
9	Stove or Range with Oven / Hood				
10	Refrigerator				
11	Sink / Plumbing				
12	Space for Food Storage and Preparation				
ITEM NO.	3. BATHROOM	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Bathroom Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				

7	Wall Condition				
8	Floor Condition				
9	Sink/Lavatory				
10	Toilet/Flush				
11	Tub/Shower				
12	Ventilation				

ITEM NO.	4. MASTER BEDROOM	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Bedroom Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
ITEM NO.	5. MASTER BATHROOM	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Bathroom Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
9	Sink/Lavatory				
10	Toilet/Flush				

11	Tub/Shower				
12	Ventilation				
ITEM NO.	6. BEDROOM # 2	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Bedroom Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
ITEM NO.	7. BEDROOM # 3	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Bedroom Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
ITEM NO.	8. BEDROOM # 4	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Bedroom Condition				
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				

8	Floor Condition				
ITEM NO.	9. SECONDARY ROOM	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Room Condition			TYPE OF ROOM: (circle one) Hallway Closet Study Utility Room Garage	
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
9	Potential Hazards				

ITEM NO.	10. SECONDARY ROOM	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Room Condition			TYPE OF ROOM: (circle one) Hallway Closet Study Utility Room Garage	
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				
5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
9	Potential Hazards				
ITEM NO.	11. SECONDARY ROOMS	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Room Condition			TYPE OF ROOM: (circle one) Hallway Closet Study Utility Room Garage	
2	Electricity/Lighting				
3	Electrical Hazards				
4	Security				

5	Window Condition				
6	Ceiling Condition				
7	Wall Condition				
8	Floor Condition				
9	Potential Hazards				
ITEM NO.	12. HOME EXTERIOR	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Siding				
2	Porches / Decking				
3	Foundation				
4	Gutters / Roof / Chimney				
5	Garbage and Debris				
6	A/C Heat Pump				
7	Windows / Screens				
8	Doors				
9	Paint				

ITEM NO.	13. HEATING & PLUMBING	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Adequate Heating Equip.				
2	Safety of Heating Equip.				
3	Ventilation / Cooling				
4	Water Heater				
5	Water Supply				
6	Plumbing				
7	Sewage				
ITEM NO.	14. GENERAL HEALTH & SAFETY	YES PASS	NO FAIL	COMMENT	APPROVAL INITIAL
1	Unit Access				
2	Fire Exits				
3	Infestation / Pests				

4	Interior Stairs and Halls				
5	Interior Air Quality				
6	Other Hazards				

OWNER CERTIFICATION

I, the lessee of this property, do hereby certify that I had an opportunity to review this inspection report. I agree with the inspection and all comments made within.

- I willingly accept the Home described above.
- I willingly accept the Home described above with the understanding that the following items shall be completed by _____, 20____:

If I willingly accept the Home without any exceptions, then I waive my right to object to the condition of the Home at a later date.

(Property Address)

(Lessee Signature)

(Type or Print Name) _____
(Date)

EXHIBIT D
CERTIFICATE OF OCCUPANCY

CERTIFICATE OF OCCUPANCY

The Poarch Band of Creek Indians Housing Department hereby issues this Certificate of Occupancy. At the time of issuance, the following structure is in compliance with the various ordinances of the applicable jurisdictions regulating building construction or use.

Project: **Single Family Dwelling**

Permit Type: **Residential**

Sub-Type: _____

Owner: **Poarch Band of Creek Indians**

Occupant: _____

Address: _____

Contractor: _____

Date Issued: _____

Issued by: _____

EXHIBIT E
NOTICE OF ANNUAL RE-CERTIFICATION

[DATE]

ALL TAHO PARTICIPANTS

WENDY DAVIS, HOUSING COORDINATOR

[YEAR] RE-CERTIFICATION

It's time for annual re-certifications and we need you to please provide a copy of your [YEAR] income tax returns and recent paycheck stubs to the housing office by **April 30, 20** . **You must furnish copies of all income for all family members living in the home.**

If you receive Disability, Social Security, SSI, AFDC, Workman's Compensation, Unemployment, etc., please provide copies of your award letter and copies of your checks in addition to your income tax returns.

In order for you to qualify for mileage and/or childcare deductions, please contact the office so that I can send you the forms that need to be completed.

For those of you that had to file an extension, please provide a copy of the letter you sent to the IRS or a copy of the form you submitted.

I have also enclosed an authorization for release of information form and a questionnaire (Exhibit 1 & 2). Please complete these forms. **Please sign and return all forms** along with your tax returns and paycheck stubs.

Annual re-certifications are required by federal law, the TAHO Policies and Procedures, and the terms of your Lease Agreement.

Remember that if the tax returns are not turned in by the above date you will be charged a fee in addition to your monthly house payment. The fees will be as follows: \$50.00 dollars will be added the first month, \$75.00 dollars added the second month, \$100.00 added the third month, and \$225.00 will be added on the fourth month. **Also, if you have not submitted your documentation for annual re-certification by the first day of the fourth month, you will be in default of your Lease Agreement, and the Housing Department may terminate your Lease Agreement.**

Thank you for your cooperation.

If you have any questions, please feel free to give me a call at (251) 368-9136, ext. 2257

cc: Susan M. Wicker, Housing Director
File

**RE-CERTIFICATION EXHIBIT 1
RELEASE OF INFORMATION**

**RE-CERTIFICATION EXHIBIT 2
QUESTIONNAIRE**

EXHIBIT F
STATEMENT OF CERTIFICATION

STATEMENT OF CERTIFICATION

By signing below, I certify that the information provided, including, but not limited to, the income tax returns, is true and correct. I understand that if the Housing Department later learns that the information provided herein or submitted is false, that the Housing Department may initiate any civil or criminal actions in any appropriate jurisdiction. If the Tribe initiates any civil litigation, I agree that the civil litigation be governed by the laws of the Poarch Band of Creek Indians and that the Tribal Court of the Poarch Band of Creek Indians shall have original and exclusive jurisdiction involving any litigation.

Signature of Resident

Signature of Resident

Date: _____

Sworn to and subscribed before me this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

PROMISSORY NOTE

RECITATIONS:

Borrower: _____ Term (in months): _____
 Borrower's Address: _____

 Principal Amount: _____ Monthly Payment _____
 Balloon Payment: _____

Acknowledgement: For Value Received, I/we, _____, by execution of this instrument acknowledge and recognize that I/we am/are indebted to the Poarch Band of Creek Indians ("Tribe") for the principal sum of \$_____. I/we acknowledge and recognize this indebtedness represents a violation of the Lease Agreement that I have with the Tribe. I/we acknowledge that I do not have the ability to pay the principal sum in one payment. At this time, the Tribe is agreeable to temporarily extending payment of the amount due based entirely on my promises contained in this Promissory Note. I/we agree to make payment of amount due and **I/we understand and acknowledge that these payments are in addition to my normal monthly house payment, which is due and payable on the first day of each month.**

Payment Terms: This Promissory Note is due and payable in _____ equal installments of \$_____. Payments are due and payable on the first day of each month. The first monthly payment is due and payable on the _____ day of _____, 20____ and each subsequent payment is due and payable on the 1st day of each succeeding month thereafter until _____ when the remaining principal amount shall be paid in full.

Late Payment Fee: In the event that any payment required to be paid by Borrower hereunder is not received by the 15th day of the month, the Borrower shall pay to the Tribe, in addition to such payment or other charges due hereunder, a late fee in the amount of 10% of the monthly payment amount.

Sale of the Property: The Borrower shall immediately pay the unpaid principal upon the sale the property.

Default and Acceleration Clause: If Borrower defaults in the payment of this Promissory Note or in the performance of any obligation related to this Promissory Note, the Tribe will not provide Borrower with any notification but will immediately declare the unpaid principal balance and earned interest on this Promissory Note immediately due. The Tribe may consider the default a Tribal Obligation Default and recover the entire unpaid principal balance, plus interest at a rate of 18% per annum (1.5% per month) from the date of default, in accordance with the governing Revenue Allocation Ordinance. As a Tribal Obligation Default, the Tribe shall, upon written notice, have the right and authority to retain and apply Borrower's share of tribal net gaming revenues, to which such member would otherwise be entitled as a per capita payment, without any further action, proceeding, or authorization by the Tribal Court or any other authority. If the Tribe chooses not to recover the unpaid principal balance and earned interest under the governing Revenue Allocation Ordinance, it may seek judgment against Borrower for the entire unpaid principal balance, all earned interest and all reasonable attorney's fees associated with the collection and/or enforcement of this Promissory Note through probate, bankruptcy or other judicial proceeding, including Tribal Court. No judgment made by any other court shall release Borrower from the obligations herein. This Promissory Note is binding until all accumulated charges owed to the Tribe by Borrower are paid in full.

Demand, Presentment, Notice: Borrower hereby waives demand, presentment, notice of dishonor, diligence in collecting, grace and notice of protest.

Severable: If any provision of this Promissory Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Promissory Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

Waiver: Borrower hereby waives demand, presentment, notice of dishonor, diligence in collecting, grace and notice of protest. I understand that this means that the Tribe shall not provide me with any further notification if I fail to make this payment, but the Tribe may immediately seek a judgment against me.

Governing Law: This Promissory Note shall be governed, construed and interpreted by, through and under the Laws of the Poarch Band of Creek Indians. All actions for non-payment shall be commenced in the Tribal Court for the Poarch Band of Creek Indians.

EXECUTED this _____ day of _____, 20_____.

Borrower's Signature

Lender's Signature

Borrower's Print Name

Lender's Print Name

WITNESSED:

State of Alabama
County of Escambia

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

EXHIBIT H
LEASE AGREEMENT

**TRIBALLY ASSISTED HOMEOWNERSHIP (TAHO) PROGRAM
LEASE AGREEMENT**

This Tribally Assisted Home Ownership Lease Agreement ("Lease Agreement") is entered into by and between the **POARCH BAND OF CREEK INDIANS** ("Tribe"), a federally recognized Indian tribe, and _____ ("Resident").

NOW THEREFORE, in consideration of the mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the Parties agree to the following:

ARTICLE I DEFINITIONS

For the purposes of this Lease Agreement, the following terms shall have the meanings provided below:

- Section 1.1 "Agreement" or "Lease Agreement" means this agreement between the Tribe and the Resident, which constitutes a lease agreement with an option to purchase. The Resident is a tenant during the term of the agreement and acquires no equitable interest in the Home until the option to purchase is exercised.
- Section 1.2 "Department" means the Poarch Band of Creek Indians Housing Department.
- Section 1.3 "Event" means the death or mental incapacity of the Resident.
- Section 1.4 "Escrow Account" means the account into which Resident's Escrow Fees are deposited and from which payments for insurance, termite bond, any applicable homeowners' association dues, and taxes or payments in lieu of taxes (PILOT) are made.
- Section 1.5 "Escrow Fee" means one-twelfth (1/12) of the estimated yearly cost of those fees included in the Escrow Account.
- Section 1.6 "Resident" means an individual who is leasing a Home in the TAHO Program as evidence by his/her signature on the Lease Agreement and who is working toward home ownership.
- Section 1.7 "TAHO Program" means the Tribally Assisted Home Ownership Program.
- Section 1.8 "Total Development Cost" means the total cost that a Resident is responsible for paying back to the Tribe. This amount shall include any cost related to building or purchasing a Home, such as title examination, title insurance, deed preparation, surveys, blue prints, construction cost, septic tank installation or refurbishing, the installation of wells, etc.

Section 1.9 "Tribal Member" means an enrolled member of the Poarch Band of Creek Indians.

Section 1.10 "Tribe" means the Poarch Band of Creek Indians.

ARTICLE II LEASED PREMISES

For and in consideration as hereinafter stated and under the terms and conditions hereinafter expressed, the Tribe does hereby lease to the Resident, and the Resident does hereby lease from the Tribe the home and property more particularly described in Exhibit 1 attached hereto and made a part hereof (herein called "Home").

ARTICLE III RESIDENT'S MONTHLY PAYMENTS

Section 3.1 Establishment of Payment

- (a) Resident shall be required to make a monthly payment computed by:
 - (i) Dividing the Total Development Cost (as set forth on Exhibit 2 attached hereto and made a part hereof) by _____ years ; and
 - (ii) Adding to that amount the Escrow Fee.
Provided, however, that the monthly payment shall not exceed 30% of the adjusted annual income of the Resident.
- (b) If the monthly payment exceeds the minimum payment, the amount of the excess shall be credited to the Resident's escrow account if Resident's Escrow Account has a negative balance. If Resident's Escrow Account does not have a negative balance, then the amount that exceeds Resident's monthly payment amount shall be credited toward payment of the Total Development Cost.

Section 3.2 Payments

Payments are due on the 1st day of the month beginning the first month after occupancy. Partial payments shall be accepted, but in no event shall the entire amount due be received later than the 15th of the month, unless payroll deducted. All payments shall be in the form of cash, money order, or personal checks and directed to the Tribal Government Accounting Office.

Section 3.3 Late Payments

If the full monthly payment is not received by the 15th of the month, a late fee of 10% of the monthly payment that is due and payable shall be assessed. If the 15th of the month falls on a Saturday or Sunday, the payment may be made on the next scheduled business day without a late fee being assessed. Resident shall not be assessed a late fee if Resident pays his or her monthly payment by payroll deduction.

Section 3.4 Annual Re-certification

- (a) Residents shall re-certify on an annual basis by submitting the information requested in the Notice of Annual Certification and in accordance with the TAHO Policies and Procedures.
- (b) *Failure to Re-certify.* If the documents are not received by the due date set in the Notice of Annual Certification, a late fee shall accumulate as follows:
 - (i) \$50.00 for the first month;
 - (ii) \$75.00 for the second month;
 - (iii) \$100.00 for the third month; and
 - (iv) \$225.00 for the fourth month.
- (c) *Effect of Re-certification.* After the annual re-certification process is complete, if there is a decrease in the payment amount it will be made effective the month immediately following the re-certification. Increased payment adjustments will be made thirty (30) days immediately following the completion of the re-certification.

Section 3.5 Resident Requests to Re-evaluate Monthly Payment

- (a) The Resident may voluntarily submit a written request for a re-examination of income if he or she feels that circumstances have occurred which would affect the required monthly payment.
- (b) The information required for the re-evaluation of monthly payment shall be the same as that required for annual recertification. The Housing Department will process these requests on a first-come, first serve basis.
- (c) *Effect of Re-examination.* After the process is complete, if there is a decrease in the payment amount it will be made effective the month immediately following the re-certification. Increased payment adjustments will be made thirty (30) days immediately following the completion of the re-examination.

Section 3.6 Error in Payment Calculations

- (a) If the Department made an error in calculating a Resident's payment which was subsequently discovered by either the Department or the Resident, a retroactive adjustment to the monthly payment shall be made effective the date of the change.
- (b) Errors which are caused by the Resident and result in an increase in the Resident's payment may also be made retroactively if the Department determines that the errors were committed willfully and in an effort to receive a reduced payment.

ARTICLE IV LEASE TERM

Unless terminated in accordance with Article 16 or purchased by the Resident in accordance with Article 14, the term of the Lease Agreement shall commence upon the issuance of the Certificate of Occupancy and shall expire when the Total Development Cost and any negative balance in the Escrow Account existing has been paid.

ARTICLE V MAINTENANCE

Section 5.1 Responsibility

The Resident shall be responsible for routine and non-routine maintenance of the Home, including all repairs and replacements.

Section 5.2 Responsibility of Items Covered by Warranties

No later than forty-five (45) calendar days after the certificate of occupancy of the Home, the Housing Department shall furnish the Resident with a list of applicable warranties indicating the items covered and the periods of the warranties. It is the responsibility of the Resident, during the period of the applicable warranties to promptly inform the Housing staff in writing of any deficiencies arising during the warranty period (including manufacturers' and suppliers' warranties). This is done so that the Housing staff may enforce any rights under the applicable warranties. If a Resident fails to furnish such a written report in time, and the Housing staff is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Resident.

Section 5.3 Resident's Failure to Perform Maintenance

If the Housing staff determines (1) that the condition of the Home creates a hazard to the life, health or safety of the occupants or (2) that there is a risk of damage to the Home if the condition is not corrected immediately, the staff shall notify the Resident of the conditions that exist and shall provide the Resident a plan of action for corrective maintenance work. The corrective maintenance work shall be done within a reasonable time by the Resident but in no event shall the time frame be more than ten (10) days. A follow-up inspection shall be scheduled after the deadline for the correction of the conditions. Failure to correct the conditions by the follow-up inspection shall be a breach of this Agreement.

ARTICLE VI INSPECTIONS

Section 6.1 Notification of Inspection

The Housing staff shall provide the Resident with written notification of the date and time set for the inspection no later than fourteen (14) days prior to the date.

Section 6.2 Resident Permission for Inspections; Participation in Inspections

Resident shall permit Housing staff to enter the Home and the surrounding property at reasonable times and upon reasonable notice for the purpose of inspecting the same. The Resident shall have the opportunity to participate in any inspection made in accordance with this Article. If the Resident does not participate in the inspection, the Resident will be given an opportunity to review the inspection report. If the Resident disagrees with any portion of the inspection, he or she must submit his or her written objections no later than five (5) business days after receiving the inspection report. If the Resident does not submit any written objections to the report, the Resident waives his or her right to object to the condition of the Home at a later time.

Section 6.3 Inspection Prior to Expiration of Home Warranty

No later than thirty (30) calendar days prior to the one year warranty expiration from the contractor, a certified inspector shall inspect the home for any deficiencies.

Section 6.4 Annual Inspection

The Housing staff shall perform inspections annually unless the Resident meets the exception set forth in this Article.

Section 6.5 Exception to Annual Inspection

After the first annual inspection, the Housing staff may inspect the Home once every three (3) years if:

- (a) The Resident is in full compliance with the terms of this Agreement, including monthly payments; and
- (b) The Home is maintained in a decent, safe, and sanitary condition as reflected in the last inspection by the Housing staff.

However, at any time if the Department determines that the Resident is not in compliance with this Lease Agreement, it must reinstate annual inspections.

Section 6.6 Special Inspections

The Department may schedule special inspections if the Resident has received unfavorable inspection reports in the past or if the Housing Department has been informed of potential

damage to the Home.

Section 6.7 Deficiencies

- (a) If the inspection reveals any deficiencies in the condition of the Home, the Resident shall be notified of the deficiencies and shall be given no more than thirty (30) calendar days to correct the deficiencies if they are not a hazard to the life, health or safety of the occupants or present a risk of damage to the Home if not corrected immediately. A follow-up inspection shall be scheduled after the deadline for the correction of the deficiencies. Failure to correct the deficiencies by the follow-up inspection shall be a breach of this Agreement.
- (b) If the inspection reveals any deficiencies in the condition of the Home (1) that create a hazard to the life, health or safety of the occupants or (2) that create a risk of damage to the Home if not corrected immediately, then the Department shall proceed in accordance with Section 5.3.

ARTICLE VII ADDITIONAL RESIDENT OBLIGATIONS

Section 7.1 Generally

The Resident covenants to:

- (a) Keep the Home and all appliances in a clean and sanitary condition;
- (b) Not engage in illegal or disorderly conduct or commission of a nuisance or in conduct that is a hazard to health or safety, or disturbs other residents in the quiet enjoyment of their dwelling;
- (c) Dispose of all refuse, garbage, rubbish and other waste in a safe sanitary manner;
- (d) Abide by such reasonable and necessary regulations promulgated by Department for the benefit of the Resident and to comply with all obligations upon Resident by applicable provisions of building and housing codes affecting health and safety; and
- (e) Comply with all statutes, ordinances and requirements of all municipal, state, federal, and Tribal authorities now in force, or which may hereafter be in force, pertaining to the Home or affecting the use thereof.

Section 7.2 Utilities

The Resident shall ensure that the Home has utility services and shall be responsible for the cost of furnishing such services for the Home.

Section 7.3 Use of Home

- (a) The Home shall be used as Resident's primary residence.
- (b) If the Resident desires to operate a small business in the Home, the Resident must submit a written request for permission to the Department and receive approval prior to beginning operation of the small business. The Department Director may grant permission where the Resident provides the following assurances and may rescind its permission upon violation of any of the following assurances:
 - (i) The Home will remain the Resident's principal residence;
 - (ii) The business activity will not disrupt the basic residential nature of the Home; and
 - (iii) The business will not require permanent structural changes to the Home that could adversely affect a future Resident's use of the Home.

Section 7.4 Counseling

During the term of this Lease Agreement, the Department may require attendance at counseling sessions. If so required, the Resident shall attend.

Section 7.5 Assignment; Transfer

The Resident agrees not to assign this Agreement nor transfer possession of the Home.

ARTICLE VIII ESCROW ACCOUNT

Section 8.1 Determination of Escrow Fee

Each year, the Department shall set the Escrow Fee at one-twelfth (1/12) the estimated yearly cost of those fees included in the Escrow Account.

Section 8.2 Deposit of Escrow Fee into Escrow Account

The portion of the monthly payment that is attributable to the Escrow Fee shall be deposited in an escrow account established for each Resident.

Section 8.3 Refund of Escrow Account Balance

Any balance remaining in the Escrow Account in excess of the required amounts at the end of the lease term will be returned to the Resident.

ARTICLE IX STRUCTURAL CHANGES

Section 9.1 Request for Changes

A Resident shall submit a written request along with detailed information (e.g. plans or specifications) to the Housing Department for approval prior to making any permanent structural changes or additions.

Section 9.2 When Changes Are Allowed

A Resident shall not make any permanent structural changes in or additions to the Home unless the Housing Director has determined that such change would not:

- (a) Impair the value of the Home, the surrounding homes, or the project as a whole;
or
- (b) Affect the use of the Home for residential purposes.

Approved changes or additions include, but are not limited to, modifications to aid with energy conservation, addition of alternative heat and air sources, enclosing a carport/garage, adding storage space, adding living space, permanent fencing, and cosmetic interior structural changes.

Section 9.3 Responsibility for Cost of Changes

Any changes made to the Home in accordance with this Article shall be at the Resident's expense, including but not limited to insurance or property tax, and in the event of termination of this Lease Agreement, the Resident shall not be entitled to any compensation for such changes or additions.

Section 9.4 Department to Monitor Changes

If approved by the Housing Department, all phases of construction on the Home shall be monitored by the Housing staff until the construction is complete.

ARTICLE X INSURANCE

Section 10.1 Responsibility

The Tribe agrees to insure the Home against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance. The Resident shall be responsible for the payment of the insurance.

Section 10.2 Resident to Report Damages

It is the Resident's responsibility to report all damages to the Home in a timely manner so that an insurance claim can be made.

Section 10.3 Personal Property and Contents Coverage

It is the Resident's responsibility to secure his or her own insurance for personal property and contents. The Resident agrees that the Tribe shall not be responsible for any damage or destruction of any personal property or contents in the Home and waives any claims against the Tribe for such damage.

ARTICLE XI SUBLEASING

Section 11.1 General Prohibition

The Resident agrees not to sublease the Home without written permission from the Department Director.

Section 11.2 Circumstances that May Warrant Subleasing

The Department Director may grant permission to sublease the Home if:

- (a) The Resident is in compliance with the Lease Agreement; and
- (b) The Resident has a legitimate need to vacate the Home, including, but not limited to:
 - (i) Temporarily relocating because of employment;
 - (ii) Temporarily relocating because of a pursuit of a higher education;
 - (iii) Temporarily relocating because of Resident's or an immediate family member's illness or need for medical treatment; or
 - (iv) Temporarily relocating because of military service.

Section 11.3 Procedure for Requesting a Sublease

The request to sublease must be in writing, state the reason for the request, and the requested length of the sublease.

Section 11.4 Conditions on Subleasing

If the Department Director agrees to allow Resident to sublease the premises, then:

- (a) The length of the sublease shall not to exceed three (3) years;
- (b) The sublease shall be executed on a form provided by the Department and in triplicate original with the Department, Resident, and sub-lessee each receiving an original;

- (c) The Resident payment will continue to be calculated based on the Resident's income in accordance with re-certification procedures;
- (d) The Director's approval of a sublease temporarily waives the Resident's obligation to reside in the Home and use the Home as a principal residence for the length of the sublease. Subleasing does not waive or otherwise exempt the Resident from any other requirements or obligations of this Agreement; and
- (e) The Tribe shall continue to have all rights under this Agreement, including the right to terminate this Agreement.

ARTICLE XII SUCCESSION UPON DEATH OR MENTAL INCAPACITY

Section 12.1 Conditions for Succession

- (a) Upon occurrence of an Event, the person designated as the successor shall succeed to the former Resident's rights and responsibilities under this Agreement if the designated successor meets the following conditions:
 - (i) The successor is a family member and will make the Home his or her residence;
 - (ii) The successor is willing and able to pay the payment and to perform the obligations of a Resident under this Agreement;
 - (iii) The successor satisfies the program eligibility requirements; and
 - (iv) The successor executes a new lease.
- (b) If a successor does not satisfy the requirements, the successor may execute an outright purchase of the Home for the remaining balance.
- (c) At the time of the Event, if the Resident's spouse is named as the successor, the spouse shall succeed to the Resident's rights and responsibilities under this Agreement as long as he/she makes the Home his or her primary residence. Resident's spouse does not need to meet the program eligibility requirements.

Section 12.2 Designation of Successor by Resident

- (a) A Resident may designate a successor who, at the time of the Event, would assume the status of Resident. The designation shall be made at the time of this Agreement, and the Resident may change the designation at any later time by written notice to the Department.

(b) The designated successor as of the date of execution of this Agreement is:

First Name	Initial	Last Name
Street & Number		
City	State	Date
Relationship		
Resident Signature		

If at any time the designated successor changes, a new form will be completed and will be maintained by the Department. A copy of the new form will be given to the Resident.

Section 12.3 Occupancy by Appointed Guardian

If at the time of the Event, there is no qualified successor designated by the Resident and a minor child or children of the Resident are living in the Home, the Department may, in order to protect their continued occupancy and opportunity for acquiring ownership of the Home, may allow the legal guardian of the children to become the successor and assume the status of Resident if the legal guardian meets all of the conditions for succession in Section 12.1.

ARTICLE XIII DAMAGE TO HOME

Section 13.1 Damage to Resident's Property

The Tribe and its agents shall not be liable for damages, by abatement in monthly payment or otherwise, for any damage either to the person or property of the Resident, or for the loss of or damage to any property of the Resident by theft or from any other cause whatsoever. The Tribe or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Home, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature.

Section 13.2 Damage to Landlord's Property

The Resident shall be liable for any damage to the Home.

Section 13.3 Repair or Rebuilding

- (a) *Repair or Rebuilding.* In the event the Home is damaged or destroyed by fire or other casualty, the Housing staff shall make the final determination as to whether to rebuild or repair the Home. In making this determination, the Housing staff shall consult with the Resident as to whether the Home shall be repaired or rebuilt. The Tribe shall use the insurance proceeds to have the Home repaired or rebuilt.
- (b) *Relocation in the Event of Repair or Rebuilding.* If the Home must be vacated during a repair period, the Housing Department shall:
 - (i) Move the displaced Resident and his or her family to an available rental unit, if possible;
 - (ii) If, at the time, a rental unit is not available, the Resident shall be placed in a hotel at the Tribe's expense until a rental unit becomes available; and
 - (iii) The Resident's responsibility for monthly payments shall be suspended until the Resident is in a rental unit.

ARTICLE XIV PURCHASE OF HOME

Section 14.1 General

The Tribe provides the family an opportunity to purchase the Home pursuant to this Lease Agreement.

Section 14.2 Purchase Prior to Expiration of Lease Term

The Resident may exercise the option to purchase the Home on or after five (5) years from the date of occupancy but only if the Resident met all obligations under this Lease Agreement, including full payment of the Total Development Cost. The Resident can exercise the option to purchase only by written notice to the Housing Department. Upon receipt of notice, the Department shall provide a statement of the balance owed as of a particular date and an estimate of all required charges, fees and costs to purchase the Home.

Section 14.3 Purchase at the Expiration of the Lease Term

At least sixty (60) calendar days prior to the end of the lease term, the Department shall provide written notification of the TDC owed and the estimate of all required charges, fees and costs to satisfy the terms of the Agreement.

Section 14.4 Closing

- (a) Once the Resident has satisfied the terms of the Agreement and other necessary costs to transfer title are paid, including, but not limited to, attorney's fees, deed preparation, and recording fees, the Housing staff shall notify the Resident of the closing date.
- (b) At the closing, the Housing Department shall provide all of the necessary documents to complete the transaction. The Resident shall receive a copy of the settlement statement detailing all charges and a copy of the warranty deed.
- (c) Once the transaction is completed, the Tribe shall file and record all of the necessary legal instruments. The original, recorded deed shall be mailed to the Resident within thirty (30) calendar days of closing. Any remaining balance due to the Resident after closing, if any, shall be mailed to the Resident within thirty (30) days after closing.

ARTICLE XV SECURITY INTEREST AND VOLUNTARY ASSIGNMENT

Section 15.1 Stipends, Per Capita Payment

By signing this Agreement, the Tribal Member Resident(s) hereby grants the Poarch Band of Creek Indians a security interest in any and all (1) stipends owed to the Tribal Member Resident(s) for attendance at board, commission, authority or committee meetings for tribal entities, and (2) future per capita payments (otherwise known as "birthday checks") issued by the Poarch Band of Creek Indians to the Tribal Member Resident(s) up and until all amounts owed, including late fees, damages and court fees, under this Agreement are paid in full. The grant of such security interest shall also constitute a voluntary assignment of the per capita payments and stipends under the Tribal Code to the extent of the amounts owed under the Agreement. Should the Resident be in default under the Agreement at any time, the Poarch Band of Creek Indians and its agents, in the exercise of its rights under this Agreement, shall have the right and authority upon notice of default to Tribal Member Resident(s), and without any further action or judicial process, to retain and withhold the per capita payment(s) and stipends otherwise payable to Tribal Member Resident(s) and to pay and apply such per capita payments and stipends to itself to satisfy any amount then in default under the Promissory Note.

Section 15.2 Right of Setoff

In the event that any amount shall remain in default for more than thirty (30) days, the Tribe shall have the right to setoff any per capita payments against any amounts due and owing as a result of any default.

ARTICLE XVI DEFAULT AND TERMINATION

Section 16.1 Default by Resident

Any of the following events or conditions shall constitute a default by Resident under this Agreement:

- (a) Any breach of the covenants, obligations, promises, or terms and conditions of this Agreement;
- (b) The commencement of a proceeding in bankruptcy;
- (c) Documents for annual recertification are not received by the first day of the fourth month after the established due date in the Notice of Annual Recertification;
- (d) The vacancy or abandonment of the Home for a period of thirty (30) calendar days or more without approval from the Housing Department Director;
- (e) A materialmen's lien is placed on the Home by a contractor, subcontractor, or supplier;
- (e) Misrepresenting or withholding of material information in applying for admission or in connection with any subsequent re-examination of income and family composition; or
- (f) Information, statements, representations, or documentation furnished by Resident proves to be false in any material respect.

Section 16.2 Cure

If Resident is in default under this Agreement because of any of the following, the Resident shall have the right to cure the breach by following the procedures set forth in this Section:

- (a) *Maintenance.* If the Housing staff determines (1) that the Resident has failed to perform its maintenance obligations, (2) that the condition of the Home does not create a hazard to the life, health or safety of the occupants, and (3) that there is not a risk of damage to the Home if the condition is not corrected, the Resident may cure the breach by entering into a specific plan of action with the Housing staff. The plan of action shall provide for maintenance work to be done within a reasonable time by the Resident but in no event shall the time frame be more than thirty (30) days.
- (b) *Bankruptcy.* If the Resident commences a proceeding in bankruptcy, the Resident or his or her attorney shall have fifteen (15) days from the commencement of the proceeding to notify the Housing Department Director that the Resident desires to reaffirm its obligations under the Agreement.

- (c) *Failure to Pay the Monthly Payment.* If the Resident fails to pay the monthly payment, the Resident shall have ninety (90) days to cure the breach by paying the delinquent monthly payments and any late charges or entering into a payback agreement if such agreement is available to Resident and is requested in accordance with the TAHO Program Policies and Procedures.

Section 16.3 Remedies upon Resident Default

Upon the happening of any event of default by Resident as set forth in this Article or failure to cure a default as allowed under this Article, the Tribe shall have the right, but not the obligation, to do the following, in addition to, and not in limitation of, any other rights and remedies that the Tribe may have under applicable law:

- (a) Terminate this Agreement; and/or
- (b) If the default is because of Resident's failure after notification to correct a condition of the Home that creates (1) a hazard to the life, health or safety of the occupants or (2) a risk of damage to the Home if the condition is not corrected immediately, the Housing staff may perform the corrective maintenance work. Any maintenance work by the Housing staff shall be accounted for through work orders. The Housing staff shall provide the Resident copies of all work orders for the Home. The cost of any maintenance work performed shall be paid within sixty (60) calendar days of completion of work order.

Section 16.4 Termination of Lease Agreement by Resident.

- (a) The Resident may terminate this Lease Agreement by giving the Housing Department written notice. Notice of the termination shall be effective on the date received or the date stated in the notice, whichever is later.
- (b) *Inspection upon Termination.* The Resident may schedule an inspection with the Department prior to vacating the Home. No later than five (5) business days after such inspection the Department shall notify the Resident of damages and maintenance required to put the Home in satisfactory condition for the next occupant. The Department may grant the Resident a reasonable amount of time to repair the damages and perform the required maintenance. If the Department does not grant the Resident such ability or if the Resident does not perform the repairs and maintenance, the Department shall charge the Resident for the cost thereof.
- (c) *Failure to Submit Written Notice.* If the Resident vacates the Home without notice to the Department, the Resident shall remain subject to the obligations of this Agreement, including the obligation to make monthly payments, until the Tribe terminates the Agreement in writing.

Section 16.5 Termination by the Tribe when Resident is not in Default.

- (a) The Tribe may terminate this Agreement if Resident is not in default as set forth in this Article if and only if the Office of Housing and Urban Development decides not to proceed with the development of the TAHO project in whole or in part.
- (b) The Tribe shall terminate this Agreement if there is no qualified successor in accordance with the provisions of this Agreement or the Housing Department's approved TAHO Program Policies and Procedures.

Section 16.6 Disposition of Personal Property

Upon termination by either party to this Agreement, the Tribe may dispose of any item of personal property abandoned by the Resident in a lawful manner deemed suitable by the Housing Department. After such disposition, proceeds, if any, may be applied to the payment of amounts owed by the Resident to the Tribe.

ARTICLE XVII AGREEMENT OF TRIBAL JURISDICTION

Section 17.1 Governing Law; Venue

This Agreement and any related documents shall be construed according to the laws of the Poarch Band of Creek Indians. Exclusive venue and jurisdiction shall be in the Tribal Courts of the Poarch Band of Creek Indians. Nothing contained in the Agreement or any related documents shall be construed or deemed to waive sovereign immunity or provide recourse to tribal government assets.

Section 17.2 Consent to Jurisdiction; Waiver of Trial by Jury

Furthermore, Resident, whether or not a member of the Poarch Band of Creek Indians, consents to the civil jurisdiction of the Tribal Court of the Poarch Band of Creek Indians. Resident further waives any right that Resident may have to a trial by jury.

Resident

Resident

ARTICLE XVIII MISCELLANEOUS

Section 18.1 Indemnification

Resident agrees to indemnify and hold harmless the Tribe and its agents from any loss or liability arising out of, relating to, or in connection with damage to property of or injury to Resident or any other person, occurring on the premises, or any part thereof, arising out the Resident's occupancy or use of the Home. Resident also agrees to indemnify and hold harmless the Tribe and its agents from any clean-up costs or environmental damages or liabilities assessed during the lease term or after the expiration of the lease term arising out of Resident's use of the Home

during the lease term.

Section 18.2 Notices

Any notices by the Housing Department to the Resident required under this Agreement or by law shall be hand delivered or be sent by certified mail, return receipt requested, properly addressed, and postage prepaid. Notice to the Tribe shall be in writing, and either delivered to an employee at the Housing Department office or mailed to the Housing Department properly addressed and postage prepaid.

Section 18.3 Waiver

The failure of the Tribe to insist upon a strict performance of any of the terms, conditions, and covenants herein contained shall not be deemed to be a waiver of any of the rights or remedies that Tribe may have and shall not be deemed a waiver of such rights or remedies in the event of any subsequent breach or default in the terms, conditions, and covenants of this Agreement.

Section 18.4 Attorney's Fee and Costs

The Resident agrees to pay reasonable attorney's fees and all reasonable costs incurred by the Tribe to employ an attorney to collect any of the rental payments, to enforce the performance of any obligation or covenant of Resident, or to evict Resident.

Section 18.5 Severability

In the event any provision or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision shall not be affected thereby and shall continue in full force and effect.

Section 18.6 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

Section 18.7 Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

This Lease Agreement has been executed in duplicate, and the Resident hereby acknowledges receipt a completely executed original of this Lease Agreement.

POARCH BAND OF CREEK INDIANS

By: _____
Susan M. Wicker, Housing Director

Date: _____

RESIDENT

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

**LEASE EXHIBIT 1
DESCRIPTION OF LEASED PREMISES**

The following describes the leased premises:

POARCH BAND OF CREEK INDIANS

By: _____
Susan M. Wicker, Housing Director

Date: _____

RESIDENT

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____

**LEASE EXHIBIT 2
TOTAL DEVELOPMENT COST**

PURCHASE PRICE SCHEDULE

HOMEBUYER NAME: _____
ACCOUNT #: _____

CONSTRUCTION COST TO CONTRACTOR:	\$	XXX,XXX.XX
INFRASTRUCTURE:	\$	XX,XXX.XX
SUBTOTAL:	\$	<u>XXX,XXX.XX</u>
LOT/LAND PURCHASE PRICE (if included in TDC)	\$	<u>X,XXX.XX</u>
TOTAL CONTRACT:	\$	XXX,XXX.XX

DATE	DESCRIPTION OF CHARGES	AMOUNT
XX-XX-XXXX	Debt Counseling Class	\$ XX.XX
XX-XX-XXXX	Environmental Assessment	\$ XXX.XX
XX-XX-XXXX	Survey	\$ XXX.XX
XX-XX-XXXX	House plans	\$ X,XXX.XX
XX-XX-XXXX	Deed preparation	\$ XXX.XX
XX-XX-XXXX	Title search	\$ XXX.XX
XX-XX-XXXX	Septic tank permit	\$ XXX.XX
XX-XX-XXXX	Request for draw #1 Start Up	\$ X,XXX.XX
XX-XX-XXXX	Request for draw #2 Slab	\$ XX,XXX.XX
XX-XX-XXXX	Request for draw #3 Framing	\$ XX,XXX.XX
XX-XX-XXXX	Request for draw #4 Sheet Rock	\$ XX,XXX.XX
XX-XX-XXXX	Request for draw #5 Flooring	\$ XX,XXX.XX
XX-XX-XXXX	Request for draw #6 Final	\$ XX,XXX.XX
XX-XX-XXXX	Install septic tank	\$ X,XXX.XX
XX-XX-XXXX	Appliances	\$ X,XXX.XX
XX-XX-XXXX	Landscaping	\$ X,XXX.XX
SUBTOTAL		\$ <u>XXX,XXX.XX</u>
TOTAL DEVELOPMENT COST		\$ XXX,XXX.XX

HOMEBUYER SIGNATURE: _____ DATE: _____

HOMEBUYER SPOUSE: _____ DATE: _____