

POARCH BAND OF CREEK INDIANS HOUSING DEPARTMENT

HOUSING REHABILITATION PROGRAM POLICIES AND PROCEDURES

I. General Policy Statement

The Poarch Band of Creek Indians Housing Department (hereinafter "Housing Department") recognizes the need to establish Policies and Procedures for the Housing Rehabilitation Program, which was established to benefit Tribal Members living off the Poarch Band of Creek Indians' reservation.

II. Purpose

This document describes the type of allowable rehabilitation and the steps that must be followed by Tribal Members to request financial assistance. Financial assistance provided may be in the form of a grant or a loan from the Tribe requiring repayment. Each request for services will be considered on a case by case basis.

III. General Information

Rehabilitation funds are generally available in three separate programs: Housing Improvement Program (HIP), Housing Preservation Grant (HPG), and grant funds administered by the Housing Department in accordance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) in coordination with the Department of Housing and Urban Development (HUD). The Housing Department may also use Tribal (non-federal, non-program) funding to assist with Program activities.

IV. Definitions

- a. "Applicant" shall mean the Tribal Member applying for the services. If the Applicant is married, both spouses must sign the application. If both are Tribal Members, one spouse shall be designated as the Applicant for purposes of these services.
- b. "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.
- c. "Homeowner" shall mean the person(s) who holds title to the property in need of rehabilitation.
- d. "Housing Department" shall mean the Poarch Band of Creek Indians Housing Department.

- e. "Long-term lease" shall mean a lease no less than 10 years.
 - f. "Low Income" shall mean that Applicant's household income is more than 40% of the median income for the area or the United States, whichever is greater, but does not exceed 80% of the median income for the area or the United States, whichever is greater.
 - g. "Over Income" means either "Federal Over Income" or "Tribal Over Income" depending upon the funding source used.
 - h. "Participant" shall mean the Tribal Member who was selected for and continues to have obligations under the terms of the Rehabilitation Program.
 - i. "Person with Disabilities" or "Disabled Person" shall have the same meaning as set forth in Section 4 of the Native American Housing Assistance and Self Determination Act of 1996, as amended ("NAHASDA"), specifically, a person who:
 - 1. Has a disability as defined in section 223 of the Social Security Act;
 - 2. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such nature that such ability could be improved by more suitable housing conditions; or
 - 3. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.
- Such term shall not exclude person who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquires immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted hereunder, solely on the basis of any drug or alcohol dependence.
- k. "Tribe" shall mean the Poarch Band of Creek Indians.
 - l. "Tribal Member" shall mean an enrolled member of the Poarch Band of Creek Indians.
 - m. "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.

- n. "Tribal Senior" shall mean a Tribal Member age 55 years or older.
- o. "Very Low Income" shall mean that Applicant's household income does not exceed 40% of the median income for the area or the United States, whichever is greater.

V. Specific Policies

- a. Guidelines and policies promulgated by BIA and USDA shall be followed in using HIP, HPG, or NAHASDA funding in addition to Policies and Procedures outlined herein.
- b. Applicants who qualify as Very Low Income or Low Income may be eligible for federal funding under this Program. Applicants who are Over Income (either Federal Over Income or Tribal Over Income) will be funded by Tribal funds.
- c. Eligible Tribal Members must submit their request for home rehabilitation on the Program Application (which is attached hereto as "Exhibit A"). All applications received will be reviewed by the Housing Department staff prior to approval/disapproval by the Housing Director. The Housing Director shall have the final approval authority for any rehabilitation funded by federal funds.
- d. Since each funding source restricts the maximum amounts that can be used for home rehabilitation, the Housing Department will monitor available funds and allot funds in accordance with the need and Participant's eligibility. Program funding sources also may be combined, provided however, that the level of funding does not exceed the maximum funding allowed by the Housing Department.
- e. Applicants will be notified by letter from the Housing Department informing them of the status of their application once all information provided on the application has been verified.
- f. Incomplete/Pending Files shall include those Applications that have not been sufficiently completed or verified for a determination of eligibility. Applicants who submit an incomplete Application shall be notified, if possible, and given fourteen (14) calendar days to submit the missing information. If the information is not submitted within the fourteen (14) calendar days, the Application shall be moved to Inactive Files until completed or destroyed after one (1) year, whichever is sooner.
- g. Approval of rehabilitation projects are subject to the availability of funds.
- h. The Housing Department will prioritize rehabilitation projects that are allowable in accordance with the point system set forth in "Exhibit B" which is attached hereto and made a part hereof.

VI. Eligibility Requirements

- a. All Applicants must also meet the following requirements:
 1. Must be a Tribal Member;
 2. Must be at least 19 years of age;
 3. Must have lived in the home in need of rehabilitation for at least six (6) months preceding the application; and
 4. Must have Low Income or Very Low Income if utilizing federal funds;
 5. Must own or have a current Long-Term Lease on the home or manufactured home in need of rehabilitation;
 6. Must not have any delinquent accounts with the Tribe, its departments, authorities, commissions, or other entities; and
 7. Must not have received:
 - i. Rehabilitation services within the last ten (10) years preceding the application; or
 - ii. Rehabilitation services resulting in the replacement or construction of a new home within the last twenty (20) years preceding the application.
- b. The home in need of rehabilitation:
 1. Must be located in the Tribe's service area if the Applicant is to participate in any federally funded program.
 2. Must be insured under a Homeowner's Insurance Policy, and proof of insurance must be provided to the Housing Department.
 3. Must not have received:
 - i. Rehabilitation services within the last ten (10) years preceding the application; or
 - ii. Rehabilitation services resulting in the replacement or construction of a new home within the last twenty (20) years preceding the application.

VII. Documentation Required

Applicants must submit an application to the Housing Department along with the following documentation:

- a. A copy of the deed to the home or a Long-Term Lease or, if a manufactured home is being rehabilitated, a copy of the title or other proof of ownership.
- b. Proof of all household income, such as a recent check stub, current tax statement, social security letter of benefits, disability benefits, etc.
- c. A copy of Tribal I.D. cards for every Tribal Member living in the home.
- d. A copy of Social Security cards for everyone living in the home.
- e. Evidence of homeowner's insurance.
- f. Utility bills for the past six (6) months evidencing that Applicant has lived in the home for that time.

Additional documentation may be requested to establish eligibility and/or points or to determine if the rehabilitation services requested are allowable.

VIII. Allowable Uses

- a. Assistance for routine maintenance is not allowable.
- b. The following are allowable rehabilitation services:
 - 1. Rehabilitation of an Applicant's home to make it accessible to Persons with Disabilities living in the Applicant's household, including, but not limited to bathrooms, doorways, entrance ramps, etc.
 - 2. Repairs and/or replacement of items that have been identified as a danger to the life, health, or safety of the Applicant or Applicant's household. Conditions that are identified as a possible cause of serious damage to the property shall have priority over other requests.
 - 3. Replacement of flooring, windows, cabinets, doors, lighting and plumbing fixtures, electrical, insulation, etc.
 - 4. Additions to the home if the home is overcrowded. The home is considered to be overcrowded if, based on family composition, the household has more than two (2) children of the same sex per bedroom, excluding the master bedroom.

IX. Rehabilitation Services

- a. The Housing Director shall have the authority to determine whether the Applicant is

eligible for rehabilitation services.

- b. The maximum dollar amount that may be used on rehabilitation services is \$25,000, except that the Housing Director may authorize exceeding the maximum dollar amount when living conditions are substandard. If it is determined by the Housing Department that a Tribal Senior's or a Disabled Tribal Member's home is beyond repair and that replacing the home would be more economical than rehabilitation of the existing home, that Tribal Member will be referred to the Poarch Creek Indians Housing Authority for application under the Replacement Home Program.
- c. Payment for Contractor Services: Funds allotted for rehabilitation shall be paid directly to the contractor, vendor, or appropriate agency performing the rehabilitation in accordance with the Tribal Procurement Policy. At no time will payment be made directly to the Participant or Homeowner for any material or contractor invoices.
- d. Warranties on Work: The Housing Department shall establish warranty periods on workmanship and products used for rehabilitation. However, any warranty work required on any manufactured appliance or material used in the rehabilitation of a home shall be the responsibility of the participant.
- e. Payback: Payback will be determined by the funding source used. For participants who qualify for federal funding, paybacks shall be subject to the 30% Rule, meaning the monthly payment shall not exceed 30% of the Participant's adjusted income (as defined in NAHASDA). To verify that a Participant is not paying over 30% of the adjusted gross income, multiply the adjusted gross income by 30%. Then divide that amount by 12 months (the resulting number is the "30% amount"). Compare monthly payment with the 30% amount. If the 30% amount is lower than the monthly payment, the 30% amount must be used. The 30% Rule does not apply to paybacks for tribal funds.
 1. *Rehabilitation Services:*
 - i. A Tribal Senior or Tribal Disabled Person shall repay the cost of the rehabilitation services at a rate 5% of the household annual income, not to exceed \$100 per month, to be paid in full or for a period of not more than 10 years.
 - ii. A Tribal Member who is not a Tribal Senior or Tribal Disabled Person, and who has received rehabilitation services via tribal funds, shall have the cost of the rehabilitation services equally divided over 20 years (240 months), to be paid in full within 20 years.
 - iii. A Tribal Member who is not a Tribal Senior or Tribal Disabled Person, and who has received rehabilitation services via federal

funds, shall repay the cost of the rehabilitation services at a monthly rate not to exceed 30% of the Participant's annual adjusted income (as defined in NAHASDA), until the full amount borrowed is paid in full.

f. Documents to be Signed by Participant

1. *Rehabilitation Program Participant's Agreement:* When a loan is made for the rehabilitation services, the Participant shall sign a Rehabilitation Program Payback Agreement and a Participant's Agreement (see "**Exhibit C**" and "**Exhibit D**" attached hereto).
2. *Federal Documentation:* If federal funding is being used for the rehabilitation services, then the Participant may be required to sign additional documentation relative to the federal funding.
3. *Land Use Restriction:* When the resale restriction and repayment obligations in Section XI apply, the Participant shall sign a Land Use Restriction (see "**Exhibit F**" or "**Exhibit G**" attached hereto) if the Participant owns the home to be rehabilitated. The Land Use Restriction shall be recorded in the county where the property is located, and the Participant shall pay for the recording.
4. *Lease Addendum:* If the Participant leases the home in need of rehabilitation, then the Participant and the Homeowner shall sign a Lease Addendum (See "**Exhibit H**"). The Lease and the Lease Addendum shall be recorded in the county where the property is located, and the Participant shall pay for the recording.

g. Documents the Homeowner Must Sign When Participant Has Long-Term Lease

1. *Rehabilitation Program Property Participation Agreement:* The Homeowner shall sign a Rehabilitation Program Property Owner's Participation Agreement (see "**Exhibit E**" attached hereto).
2. *Federal Documentation:* If federal funding is being used for the rehabilitation services, then the Homeowner may be required to sign additional documentation relative to the federal funding.
3. *Land Use Restriction:* When the resale restriction and repayment obligations in Section XI apply, the Homeowner shall sign a Land Use Restriction (see "**Exhibit F**" attached hereto). The Land Use Restriction shall be recorded in the county where the property is located, and the Participant shall pay for the recording.
4. *Lease Addendum:* If the Participant leases the home in need of rehabilitation, then the Participant and the Homeowner shall sign a Lease Addendum (See

"Exhibit H"). The Lease and the Lease Addendum shall be recorded in the county where the property is located, and the Participant shall pay for the recording.

X. Resale Restrictions and Payback

If the Homeowner sells or transfers title to the home within the time frames specified below, the rehabilitation cost shall be repaid as follows:

- a. If a Participant is repaying a loan on a monthly basis under the Rehabilitation Program, and the Participant transfers the home prior to the satisfaction of the Participant's obligations in the Participation Agreement, then the Participant shall repay the unpaid balance of the cost outlined in the Participation Agreement.
- b. If a Participant is not repaying a loan on a monthly basis, and the Participant transfers the home within ten (10) years of the completion of the rehabilitation service, then the Participant shall payback the rehabilitation cost as follows:

If transferred within the first year following the completion of the rehabilitation service, then the Participant shall pay 100% of the rehabilitation cost;

If transferred within the second year following the completion of the rehabilitation service, then the Participant shall pay 90% of the rehabilitation cost;

If transferred within the third year following the completion of the rehabilitation service, then the Participant shall pay 80% of the rehabilitation cost;

If transferred within the fourth year following the completion of the rehabilitation service, then the Participant shall pay 70% of the rehabilitation cost;

If transferred within the fifth year following the completion of the rehabilitation service, then the Participant shall pay 60% of the rehabilitation cost;

If transferred within the sixth year following the completion of the rehabilitation service, then the Participant shall pay 50% of the rehabilitation cost;

If transferred within the seventh year following the completion of the rehabilitation service, then the Participant shall pay 40% of the rehabilitation cost;

If transferred within the eighth year following the completion of the rehabilitation service, then the Participant shall pay 30% of the rehabilitation cost;

If transferred within the ninth year following the completion of the rehabilitation service, then the Participant shall pay 20% of the rehabilitation cost; and

If transferred within the tenth year following the completion of the rehabilitation service, then the Participant shall pay 10% of the rehabilitation cost.

XI. Continuing Requirements

a. Annual Income Verification:

1. No later than thirty (30) days prior to the anniversary date of the Participation Agreement ("Due Date"), Participant shall provide the Housing Department such documentation as the Department may require to verify the Participant's past and current income.
2. At least 45 days prior to the Due Date, the Housing Department staff will send to all the Participants a written notice requiring the Participant to provide the Housing Department documents relative to the Participant's income. This notice will specify the date when the documents are due ("Due Date") to be received in the Housing office. This notice will be delivered to each participant by U.S. mail with return receipt requested or by express mail with delivery receipt requested.
3. The Participants' response to the Housing Department's request for income verification documents must be hand delivered to the Housing office and Housing staff will issue the participant a written, dated receipt for the documents.
4. Failure to provide such documentation to the Housing Department shall result in the imposition of late fees on the Participant which shall be added to Participant's monthly payment as follows:

For the first month, the late fee is \$50.00 if the documents are received after the Due Date.

For the second month, the late fee is \$75.00 if the documents are received after the Due Date.

For the third month, the late fee is \$100.00 if the documents are received after the Due Date.

For the fourth month, the late fee is \$225.00 if the documents are received after the Due Date.

5. If no documents are received by the first day of the fourth month after the Due Date, in addition to the late fees, the Participation Agreement will be declared in default and the entire principal balance will thereupon become due and payable.
 - b. Participants are required to submit proof of insurance coverage on an annual basis during the term of any loan.
 - c. Participants in the Rehabilitation Program may be required to participate in counseling programs as directed by the Housing Department.
 - d. If the Participant's marital status changes, then the Participant shall notify the Housing Department no later than thirty (30) days after the change. In the event of a marriage, the Participant's new spouse may be required to sign the documentation described in above.


XII. Implementation

The Housing Director and Staff are tasked with the requirement to implement the Housing Rehabilitation Program by promoting it, developing any other necessary forms and developing a point system that would lead to the creation of a list of Applicants that is to be prioritized and maintained. 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.

These policies and procedures are adopted by the Poarch Band of Creek Indians Housing Department on this 18 day of May, 2018. These Policies and Procedures will apply to any applications approved after the date of adoption.



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



Date

Exhibit A
Application

Exhibit B

Points/Ranking Sheet

Factor	Ranking factor and definition	Ranking description	Point description
1	Annual Household Income: Must include income of all persons counted in Factor 2, 3, 4. Income includes earned income, royalties and one-time income.	Income/125% FPG* (% of 125%FPG*)	Points (maximum=40):
		0-25	40
		26-50	30
		51-75	20
		76-100	10
		101-125	0
2	Aged Persons: For the benefit of persons age 55 or older, and Must be living in the dwelling.	Years of age:	Points
		Less than 55	0
		55 and older	1 point per year of age over 54
3	Disabled Individual: Any one (1) person living in the dwelling, (The percentage of disability must be based on the average (mean) of the percentage of disabilities identified from two sources (A+B) of statements of conditions which may include a physician's certification, Social Security or Veterans Affairs determination, or similar determination).	% of Disability- (A% + B%/2):	Points (Maximum=20):
		100% or	20
		Less than 100 %	10
4	Dependent Children: Must be under the age of 18 or such other age established for purpose of parental support by tribal or state law (if any). Must live in the dwelling and not be married.	Dependent Child – (Number of Children):	Points (Maximum =5):
		1	0
		2	1
		3	2
		4	3
		5	4
		6 or more	5

*FPG means Federal Poverty Guidelines

Exhibit C
Monthly Payback Agreement

**Rehabilitation Program Participants Agreement
When Monthly Payback is Required**

This Agreement, entered into this _____ day of _____, 20____, by and between _____ ("Participant"), residing at _____ and the Poarch Band of Creek Indians ("Tribe").

Whereas, the Participant has applied for and been accepted in the Tribe's Housing Department's Rehabilitation Program ("Program");

Whereas, the Tribe has agreed to rehabilitate Participant's existing home on the following described property:

See the Legal Description attached hereto as **Exhibit A**; and

Whereas, Participant has agreed to reimburse the Tribe for all or a portion of the Tribe's cost of rehabilitation.

Now, therefore, in consideration of these premises and for other good and valuable consideration, the parties covenant and agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed within this Agreement or as defined within the Rehabilitation Program Policies and Procedures.
2. In consideration for the Tribe's rehabilitation of an existing home, the cost of which totals \$ _____, the Participant agrees to a reimbursement of the Tribe's cost, which shall be paid in monthly installments calculated according the Rehabilitation Program Policies and Procedures. The Participant agrees and understands that the initial monthly payback amount shall be \$ _____. The monthly payments are due and payable on the first day of each month, beginning _____, 20____, and continuing:

- _____ until the cost outlined herein is paid in full;
- _____ for ten (10) years (for Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date; or
- _____ for twenty (20) years (for Tribal Members who are not Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date.

In the event that any payment required to be paid by Participant hereunder is not received by the 15th day of the month, the Participant 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.

3. Participant agrees to certain resale restrictions embodied and recorded in the Land Use Restriction. Accordingly, Participant agrees to execute the Land Use Restriction attached hereto as **Exhibit C**.
4. Participant further agrees to comply with the Housing Department's Policies and Procedures applicable to the Program and to provide the Housing Department information and to sign such documents as may be required by the Department and/or the Federal Government to implement the terms of the Program.
5. Annual Income Verification: As a material condition of this Agreement, no later than thirty (30) days prior to the anniversary date of this Participation Agreement, the Participant shall provide the Housing Department such written documentation as the Department may require to verify the Participant's past and current income. Failure to provide such documentation to the Department shall result in the imposition of late fees on the Participant which shall be added to the Participant's monthly installment as outlined in the Program's Policies and Procedures and shall result in the Participant being in default of this Agreement.

The monthly installments shall be reviewed annually by the Housing Department based upon documentation provided by the Participant. Adjustments shall be made if indicated by the provided documentation. Such adjustments shall be made unilaterally by the Housing Director upon written notice to the Participant. Any adjustments shall be effective as of the 1st day of the month following receipt by the Participant of written notice from the Housing Department of the adjustment whether or not receipt thereof is acknowledged by the Participant and whether or not Participant signs any addendum or written notice outlining the adjustment.

6. Term: This Agreement shall become effective when executed by the parties. It shall continue in full force and effect:
 - _____ until the cost outlined herein is paid in full;
 - _____ for ten (10) years (for Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date; or
 - _____ for twenty (20) years (for Tribal Members who are not Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date.
7. If Participant defaults by failing to pay the monthly payments outlined herein or in the performance of any obligation or covenant herein or any obligation under the Policies and Procedures for this Program which are incorporated herein, the Tribe

will not provide Participant with any notification but will immediately declare the unpaid total cost of the rehabilitation services immediately due. The Tribe may consider the default a Tribal Obligation Default and recover the entire unpaid amount in accordance with Title 41 and Title 44 of the Poarch Band of Creek Indians' Tribal Code. As a Tribal Obligation Default, the Housing Department shall, upon written notice, have the right and authority to retain and apply Participant's share of any distributions paid to the Participant from the Tribe, including per capita distribution, General Welfare, or any other monies paid to the Participant, without any further action, proceedings or authorization by the Tribal Court or any other authority.

If the Tribe chooses not to recover the unpaid principal balance under the Tribal Obligation Default process, it may seek judgment against Participant for the entire unpaid amount, plus interest at a rate of 18% per annum (1.5% per month) from the date of default, and all reasonable attorney's fees associated with the collection and/or enforcement of this Agreement through probate, bankruptcy or other judicial proceeding, including Tribal Court. No judgment made by any other court shall release Participant from the obligations herein. This Agreement is binding until all accumulated charges owed to the Tribe by Participant are paid in full.

8. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement 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.
9. 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.
10. 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 provide recourse to tribal government assets.

Wherefore, the parties have executed this Agreement, causing it to be effective as of the date first written above.

For the Participant:

For the Tribe:

Signature

Signature

Printed Name

Printed Name

Spouse's Signature

Title

Spouse's Printed Name

Date

Date

WITNESSED:

State of _____

County of _____

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

Notary Public

My commission expires: _____.

Exhibit D
Participation Agreement for Tenants

**Rehabilitation Program Participants Agreement
When Participant is a Tenant**

This Agreement, entered into this ____ day of _____, 20__, by and between _____ ("Participant"), residing at _____ and the Poarch Band of Creek Indians ("Tribe") through its Housing Department ("Housing Department").

Whereas, the Participant has applied for and been accepted in the Tribe's Rehabilitation Program ("Program");

Whereas, the Tribe has agreed to rehabilitate Participant's existing home, which is located on the following property:

See the Legal Description attached hereto as "Exhibit A";

Whereas, Participant's existing home is currently leased from _____ ("Homeowner"); and

Whereas, Participant has agreed to reimburse the Tribe for all or a portion of the Tribe's cost of rehabilitation.

Now, therefore, in consideration of these premises and for other good and valuable consideration, the parties covenant and agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed within this Agreement or as defined within the Rehabilitation Program Policies and Procedures.

2. In consideration for the Tribe's rehabilitation of an existing home, the cost of which totals \$ _____, the Participant agrees to a reimbursement of the Tribe's cost, which shall be paid in monthly installments calculated according the Rehabilitation Program Policies and Procedures. The Participant agrees and understands that the initial monthly payback amount shall be \$ _____. The monthly payments are due and payable on the first day of each month, beginning on _____ and continuing:

_____ until the cost outlined herein is paid in full;
_____ for ten (10) years (for Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date; or
_____ for twenty (20) years (for Tribal Members who are not Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date.

In the event that any payment required to be paid by Participant hereunder is not received by the 15th day of the month, the Participant 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.

3. Participant understands that the Homeowner must execute the Land Use Restriction attached hereto as **Exhibit C** in order for the Tribe to proceed with the rehabilitation services.
4. Participant also agrees to execute the Lease Addendum attached hereto as **Exhibit D** and further understands that Homeowner must execute the Lease Addendum in order for the Tribe to proceed with the rehabilitation.
5. Participant further agrees to comply with the Housing Department's Policies and Procedures applicable to the Program and to provide the Department information and to sign such documents as may be required by the Department and/or the Federal Government to implement the terms of the Program.
6. Annual Income Verification: As a material condition of this Agreement, no later than thirty (30) days prior to the anniversary date of this Participation Agreement, the Participant shall provide the Housing Department such written documentation as the Department may require to verify the Participant's past and current income. Failure to provide such documentation to the Department shall result in the imposition of late fees on the Participant which shall be added to the Participant's monthly installment as outlined in the Program's Policies and Procedures and shall result in the Participant being in default of this Agreement.

The monthly installments shall be reviewed annually by the Housing Department based upon documentation provided by the Participant. Adjustments shall be made, if required. Such adjustments shall be made unilaterally by the Housing Director upon written notice to the Participant. Any adjustments shall be effective as of the 1st day of the month following receipt by the Participant of written notice from the Housing Department of the adjustment whether or not receipt thereof is acknowledged by the Participant and whether or not Participant signs any addendum or written notice outlining the adjustment.

7. Term: This Agreement shall become effective when executed by the parties. It shall continue in full force and effect:

_____ until the cost outlined herein is paid in full;
_____ for ten (10) years (for Tribal Seniors or Tribal Disabled Persons), unless the

_____ cost outlined herein is paid in full before that date; or
for twenty (20) years (for Tribal Members who are not Tribal Seniors or Tribal Disabled Persons), unless the cost outlined herein is paid in full before that date.

8. If Participant defaults by failing to pay the monthly payments outlined herein or in the performance of any obligation or covenant herein or any obligation under the Policies and Procedures for this Program which are incorporated herein, the Tribe will not provide Participant with any notification but will immediately declare the unpaid total cost of the rehabilitation services or replacement home immediately due. The Tribe may consider the default a Tribal Obligation Default and recover the entire unpaid amount in accordance with Title 41 and Title 44 of the Poarch Band of Creek Indians' Tribal Code. As a Tribal Obligation Default, the Housing Department shall, upon written notice, have the right and authority to retain and apply Participant's share of any distributions paid to the Participant from the Tribe, including per capita distribution, General Welfare, or any other monies paid to the Participant, without any further action, proceedings 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 Tribal Obligation Default process, it may seek judgment against Participant for the entire unpaid amount, plus interest at a rate of 18% per annum (1.5% per month), and all reasonable attorney's fees associated with the collection and/or enforcement of this Agreement through probate, bankruptcy or other judicial proceeding, including Tribal Court. No judgment made by any other court shall release Participant from the obligations herein. This Agreement is binding until all accumulated charges owed to the Tribe by Participant are paid in full.

9. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement 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.
10. 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 the 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.
11. 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 provide recourse to tribal government assets.

Wherefore, the parties have executed this Agreement, causing it to be effective as of the date first written above.

For the Participant:

For the Tribe:

Signature

Signature

Printed Name

Printed Name

Spouse's Signature

Title

Spouse's Printed Name

Date

Date

WITNESSED:

State of _____

County of _____

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

Notary Public

My commission expires: _____.

Exhibit E
Property Owner Participation Agreement

Rehabilitation Program Property Owner's Participation Agreement

This Agreement, entered into this _____ day of _____, 20_____, by and between _____ ("Homeowner") and the Poarch Band of Creek Indians ("Tribe") through its Housing Department ("Housing Department").

Whereas, Homeowner's tenant, _____, ("Participant") has applied for and been accepted in the Housing Department's Rehabilitation Program ("Program"); and

Whereas, the Tribe has agreed to rehabilitate property owned by Homeowner, leased by the Participant, and located on the following described property:

See the Legal Description attached hereto as **Exhibit A**.

Now, therefore, in consideration of these premises and for other good and valuable consideration, the parties covenant and agree as follows:

1. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed within this Agreement or as defined within the Rehabilitation Program Policies and Procedures.
2. Homeowner acknowledges that the Tribe's rehabilitation work will benefit the property owned by Homeowner and authorizes the Tribe to proceed with the rehabilitation work described in **Exhibit B** attached hereto and made a part hereof.
3. In consideration for the Tribe's rehabilitation of the home owned by Homeowner, the Homeowner agrees (a) to guarantee payment to the Tribe in accordance with the terms and conditions herein; (b) to amend his/her/its lease with Participant to grant the Tribe certain protections, and (c) to certain resale restrictions embodied in recorded in the Land Use Restriction. Accordingly, Homeowner agrees to execute: (i) the Lease Addendum attached hereto as **Exhibit C**; and (ii) the Land Use Restriction attached hereto as **Exhibit D**.
4. **GUARANTY:** In consideration of the rehabilitation in the amount of \$ _____ (_____ Dollars) and the benefit conferred on the undersigned's property, the undersigned guarantees the payment of this amount, when due, whether at stated maturity, acceleration, or otherwise, and in accordance with all terms and conditions of the Participation Agreement executed by Participant, a copy of which is attached and agrees to all terms and conditions and affirms the waivers and consents contained therein.

The liability of the undersigned under this Guaranty shall be direct and not conditional or contingent on the pursuit of any remedies against Participant.

5. Homeowner shall provide a copy of his or her homeowner's insurance during the term of this Agreement.
6. Homeowner further agrees to provide the Housing Department information and to sign such documents as may be required by the Department and/or the Federal Government to implement the terms of the Program.
7. Term: This Agreement shall become effective when executed by the Parties. It shall continue in full force and effect until the Participant's repayment obligations under the Participation Agreement, which is attached hereto, are satisfied.
8. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement 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.
9. 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 provide recourse to tribal government assets.

Wherefore, the parties have executed this Agreement, causing it to be effective as of the date first written above.

For the Homeowner:

For the Tribe:

Signature

Signature

Printed Name

Printed Name

Spouse's Signature

Title

Spouse's Printed Name

Date

Date

WITNESSED:

State of _____
County of _____

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

Notary Public

My commission expires: _____.

Exhibit F

**Land Use Restriction
(Homeowner Participant)**

State of _____
_____ County

**Land Use Restriction
For Homeowner Participants**

This Land Use Restriction, a covenant running with the land (hereinafter the "Land Restriction") dated this _____ day of _____, 20____, for good and valuable consideration, is hereby declared, covenanted, and made by _____ (hereinafter "Owner"), who is the owner(s) of the following property, to-wit:

See the Legal Description attached hereto as **Exhibit A** (hereinafter the "Property").

The Land Restriction is imposed because Owner has been loaned and/or granted funds for property renovations by the Poarch Band of Creek Indians Housing Department ("Housing Department"), as an agent/instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (hereinafter the "Tribe").

This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire _____ (____) years from the date of this Land Use Restriction or upon a recorded statement from the Housing Department or Tribe evidencing full payment of the loan referred to herein, whichever shall occur first (hereinafter the "Term").

LAND RESTRICTION:

During this Term, the Land Restriction on the Property is as follows:

The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are: (i) members of the Tribe; (ii) headed by a member of the Tribe; or (iii) a surviving non-tribal spouse or child(ren) of such Tribal Member who shared in the occupancy of the Property at the time of the death of such Tribal Member.

All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property. Furthermore, the Owner declares and covenants on behalf of himself/herself/itself that this Land Restriction and all accompanying enforcement rights run with the land.

ENFORCEMENT:

The Housing Department and the Tribe have all the rights and remedies necessary to enforce the Land Restriction contained herein. This includes, but is not limited to, enforcing compliance with the Land Restriction, invalidating any conveyance which violates the terms of the Land Restriction, and levying upon the Property to recover in full the money granted, expended, advanced or loaned either on the Property or to the Owner by the Tribe and/or Housing Department. Furthermore, the Owner, as well as subsequent owners of the Property, shall also be

liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Use Restriction.

The Tribe has contributed the sum of _____ and ____/100 Dollars (\$_____) to the Owner or Property for rehabilitation on the Property and shall be entitled to recover this amount in its entirety for any violation of the Land Restriction during the Term.

NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE:

The Owner, and any subsequent owner of the Property, is obligated to notify the Housing Department in writing, delivery of which shall be evidenced with a written receipt, at 5811 Jack Springs Road, Atmore, AL 36502, that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than thirty (30) days prior to the Owner binding itself to such action(s).

After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Housing Department or Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction.

The Notice is for informational purposes only. Any Housing Department or Tribe inactions or actions taken pursuant to such a Notice do not constitute Housing Department or Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

AMENDMENT:

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

SEVERABILITY:

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

HOMESTEAD WAIVER:

This Land Use Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. The Owner of the Property waives his homestead rights to the extent that they are in conflict with the rights and remedies set out in this Land Use Restriction.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal on this the _____ day of _____, 20__.

OWNER #1:

Signature

Printed Name

OWNER #2:

Signature

Printed Name

STATE OF _____
_____ COUNTY

I, the undersigned authority in and for said County and State, hereby certify that _____, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

Exhibit G
Land Use Restriction
(Tenant Participant)

State of _____
_____ County

**Land Use Restriction
For Homeowners with Tenant Participants**

This Land Use Restriction, a covenant running with the land (hereinafter the "Land Restriction") dated this ____ day of _____, 20__, for good and valuable consideration, is hereby declared, covenanted, and made by _____, (hereinafter "Owner"), who is the owner(s) of the following property, to-wit:

See the Legal Description attached hereto as "Exhibit A" (hereinafter the "Property").

The Land Restriction is imposed because Owner's Property has benefited from a loan and/or a grant of funds for property renovations by the Poarch Creek Indian Housing Department ("Housing Department"), an agent/instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe ("Tribe").

This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire _____ (__) years from the date of this Land Use Restriction or upon a recorded statement from the Housing Department or Tribe evidencing full payment of the loan referred to herein, whichever shall occur first (hereinafter the "Term").

LAND RESTRICTION:

During this Term, the Land Restriction on the Property is as follows:

The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are: (i) members of the Tribe; (ii) headed by a Tribal Member; or (ii) a surviving non-tribal spouse or child(ren) of such Tribal Member who shared in the occupancy of the Property at the time of the death of such Tribal Member.

All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property. Furthermore, the Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land.

ENFORCEMENT:

The Tribe has all the rights and remedies necessary to enforce the Land Restriction contained herein. This includes, but is not limited to, enforcing compliance with the Land Restriction, invalidating any conveyance which violates the terms of the Land Restriction, and levying upon the Property to recover in full the money granted, expended, advanced or loaned either on the Property or to the Owner by the Tribe. Furthermore, the Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all

reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Use Restriction.

The Tribe has contributed the sum of _____ and ____/100 Dollars (\$ _____) to the Owner or Property for rehabilitation to the Property and shall be entitled to recover this amount in its entirety for any violation of the Land Restriction during the Term.

NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE:

The Owner, and any subsequent owner of the Property, is obligated to notify the Housing Department in writing, delivery of which shall be evidenced with a written receipt, at 5811 Jack Springs Road, Atmore, AL 36502, that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than thirty (30) days prior to the Owner binding itself to such action(s).

After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Housing Department or Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction.

The Notice is for informational purposes only. Any Housing Department or Tribe inactions or actions taken pursuant to such a Notice do not constitute Housing Authority or Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

AMENDMENT:

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

SEVERABILITY:

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

HOMESTEAD WAIVER:

This Land Use Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. The Owner of the Property waives his homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Use Restriction.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal on this the ____ day of _____, 20__.

OWNER #1:

Signature

Printed Name

OWNER #2:

Signature

Printed Name

STATE OF _____

_____ COUNTY

I, the undersigned authority in and for said County and State, hereby certify that _____, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

Exhibit H
Lease Addendum

LEASE ADDENDUM

The Lease Agreement ("Agreement") dated this ____ day of _____, 20____, by and between _____ (hereinafter called "Landlord"), whose address is _____, and _____ (hereinafter called "Tenant"), whose address is _____, is hereby amended as follows:

1. In the event of conflicting provisions in the Agreement and this Lease Addendum ("Addendum"), this Addendum shall supersede any and all conflicting provisions set forth in the Agreement.

2. Landlord and Tenant confirm that the leased property is described as follows:

See the Legal Description attached hereto as **Exhibit A** (hereinafter "Property").

3. Landlord acknowledges that Tenant has been approved for participation in the Poarch Band of Creek Indians Housing Department's ("Housing Department") Rehabilitation Program. Accordingly, Landlord agrees for the Housing Department to make those repairs to the Property, which are listed in "**Exhibit B**" attached hereto and made a part hereof; to provide any and all necessary information to the Housing Department to facilitate and maintain Tenant's participation in the Rehabilitation Program; and to execute any and all necessary documents to facilitate and maintain Tenant's participation in the Rehabilitation Program.

4. Landlord shall carry insurance on the Property and shall provide a copy of that insurance to the Housing Department.

5. Landlord shall not be entitled to terminate the Agreement for any reason except a material breach or default of the terms, conditions, and covenants contained in the Agreement or in this Addendum. If Tenant does commit a material breach or default, the Landlord shall provide written notice to Tenant of the breach or default and shall give the Tenant at least thirty (30) days to cure the breach or default. If the breach or default is not cured within thirty (30) days, then Landlord may terminate the Agreement by issuing written notice to Tenant and providing Tenant at least seven (7) days to vacate the Property.

6. Landlord and Tenant acknowledge and agree that the Tribe is a third-party beneficiary to the Agreement and this Addendum.

7. Notices under the Agreement and this Addendum shall be in writing and delivered to the parties at the addresses stated herein. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses of the parties are

set forth below:

Tenant:

With Copy:

Poarch Band of Creek Indians Housing Department
5811 Jack Springs Road
Atmore, AL 36502
Attention: Housing Rehabilitation Coordinator

Landlord:

8. The Agreement and this Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that any assignment or transfer this Agreement and Addendum by either party shall not be effective unless approved in writing by the Housing Director.

9. Each and every term of the Agreement and this Addendum shall be binding upon the agents, spouses, family members, representatives, insurers, officers, directors, members, managers, employees, heirs, administrators, executors, successors, and assigns of the parties.

10. This Addendum is intended to be as broad and as inclusive as permitted by the laws of the State of Alabama. In the event any provision or any portion of any provisions of the Agreement or this Addendum is held invalid, the other provisions of the Agreement and this Addendum and the remaining portion of said provision shall not be affected thereby and shall continue in full force and effect.

11. This Addendum 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.

12. This Agreement and the Addendum 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 and the Housing Director.

LANDLORD:

TENANT:

Signature

Signature

Printed Name

Printed Name

STATE OF _____
COUNTY OF _____

I, the undersigned authority and for said County and State, hereby certify that _____, whose name as LANDLORD is signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, the undersigned authority and for said County and State, hereby certify that _____, whose name as TENANT is signed to the foregoing conveyance and who is/are known to me and acknowledged before me that being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____