

Seminole Nation Housing Limited Partnership I

LOW-INCOME HOUSING TAX CREDIT PROGRAM OPERATING POLICY AND PROCEDURE

These policies and procedures were adopted by the Housing Authority of the Seminole Nation of Oklahoma by Resolution # _____ on _____, ____.

SECTION 1

GENERAL PROVISIONS

A. Introduction; Tribal Preference. Seminole Nation Housing Limited Partnership I (the “Tax Credit Program”) is a public-private partnership administered by the Housing Authority of the Seminole Nation of Oklahoma (“HASNOK”) as General Partner and Property Manager. The mission of the HASNOK is to provide decent, safe, sanitary and affordable housing to income-eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. Citizens of the Seminole Nation of Oklahoma (“Nation”) will receive preferential consideration in the allocation of housing services and other resources in compliance with the Nation’s Indian Housing Plan and applicable law.

B. Purpose. The Low-Income Housing Tax Credit Program Policy and Procedure (“Policy”) is designed to serve as:

1. A guide regarding participant eligibility, admission, selection and occupancy standards;
2. A document to provide consistent, equitable and uniform treatment of clients and applicants; and
3. A basis for decision-making by staff.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws or resolutions regarding its subject matter.

D. Compliance with Applicable Law. This Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing and Self-Determination Act of 1996 (“NAHASDA”), the Internal Revenue Service Code, the rules and regulations of the United States Department of Housing and Urban Development (“HUD”) and the Oklahoma Housing Finance Authority (“OHFA”) and other applicable tribal, state and federal laws. This Policy shall not be construed or applied to prevent the HASNOK from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs or the Low-Income Housing Tax Credit program.

E. Sovereign Immunity. The HASNOK specifically retains all governmental immunities associated with its sovereign status. The HASNOK’s subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The HASNOK does not waive its sovereign immunity in any respect and this Policy shall not be construed

as such waiver.

F. Notice. All continuing and incoming program participants shall receive a copy of this Policy, and shall acknowledge receipt in writing. The HASNOK shall post a copy of this Policy in the lobby of its headquarters.

SECTION 2

LIMITATIONS

A. Status of Program Participants. Tax Credit Program participants are considered lessees and do not acquire any legal or equitable interests in the property that is the subject of the lease agreement (“program unit”) or other attributes of homeownership. This Policy and any lease agreement executed pursuant thereto shall not be construed as a land contract, contract for deed or constructive mortgage.

B. Disposition of Unit Upon Death or Divorce. In the event of death or divorce, there is no automatic right of succession to the lease agreement and the HASNOK shall have the absolute right and discretion to transfer or reassign program units in the best interests of the Tax Credit Program and the Seminole Nation. The Board of Commissioners retains the absolute right and discretion to reassign the program unit to another party authorized to occupy the premises and such decision shall be final and binding.

C. Remedies of HASNOK. In the event the participant fails to comply with any provision of this Policy, the HASNOK may terminate his or her participation in the Program pursuant to the provisions of Section 10 of this Policy and applicable laws governing landlord/tenant relationships.

SECTION 3

CONDITIONS OF ELIGIBILITY

A. Participant Eligibility Criteria. The following criteria shall govern eligibility for participation in the Tax Credit Program:

1. The applicant must qualify as a family (includes a family with or without children, an elderly family, a near-elderly family, a disabled family or a single person);
2. The applicant must be an-enrolled citizen of the Seminole Nation of Oklahoma and possess a certificate of degree of Indian blood;
3. The applicant must be at least eighteen (18) years of age;

4. The Applicant must qualify as a low-income family, whose income does not exceed fifty percent (50%) of the Area median income, as established by the OHFA. Income limits are adjusted for family size and updated on an annual basis. The OHFA income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference;
5. The program unit must be located within the Nation's housing service area,
6. The applicant must have income sufficient to meet the financial obligations of Program participation at the time of move-in. Such income may be earned or unearned;
7. The applicant must intend to use the program unit as his/her principal residence throughout the term of the lease;
8. The Applicant and/or spouse of the Applicant must demonstrate a satisfactory record of prior rental history; and
9. The Applicant must attend pre-homeownership counseling.

B. Computation of Income. The applicant's annual income shall be determined by estimating anticipated total income from **all** sources received by any and all household members, either in their own names or on behalf of another household member. Income attributable to any and all household member(s), excluding children under the age of eighteen (18) years, shall be included in the total household income. The following amounts may not be considered as income under this paragraph:

1. Any amounts not actually received by the family; and
2. Any amounts that would be eligible for exclusion under section 1613 (a) (7) of the Social Security Act.

C. Ineligible Applicants; Participant Exclusion Criteria.

1. Ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a program unit shall disqualify an applicant or participant from the Tax Credit Program.
2. Previous tenants, Mutual Help Participants or LOPA Lessees who owe a debt to the HASNOK or to any public or Indian Housing Authority will not be eligible for program participation until the owed monies are paid in full as evidenced by appropriate documentation

or five (5) years have elapsed since the date of termination or abandonment of the previous lease. Former participants (inclusive of all homeownership programs offered by the HASNOK) who desire to be readmitted to the program, shall be given the opportunity to appear before the BOC to present any documentation, justification or other evidence demonstrating why he/she should be considered by the BOC for admission to the Tax Credit Program. Landlord reference and/or payment history will be taken into consideration. The decision of the BOC shall be final.

3. The HASNOK, in its sole discretion, may withhold admission to the Tax Credit Program if it is determined during the application verification process that the applicant and/or any adult household member(s):
 - a. Has been evicted from any public or Indian Housing Authority or private rental property within the past three (3) years;
 - b. Has previously abandoned and/or damaged a unit operated by this or another housing authority;
 - c. Owe a debt to the HASNOK for past-due rent or damages to a program unit;
 - d. Owe debts incurred from prior occupancy of a unit at any other housing authority or private rental property;
 - e. Has a history of conduct which would be detrimental to the project or its residents;
 - f. Has been convicted of a drug or alcohol related felony within the last 3 years;
 - g. Has been convicted of a violent crime related felony within the last 10 years; and/or
 - h. Is a sex offender. Housing of such person shall be prohibited for a period of ten (10) years from the date of the arrest, conviction, or end of incarceration (whichever is later) or the period of the registration requirement.

Such applicant(s) shall be referred to the Board of Commissioners pursuant to Section 3(B)(5), below, provided that the Board shall

have no discretion to waive the requirements of sub-sections f through h of this Sub-section.

4. In order to evaluate the detrimental effect an applicant's conduct may have on the project or its residents, the HASNOK may conduct personal or telephonic interviews of reliable sources (including the applicant during a home visit, current and previous landlords and employer(s)) and research court records. The HASNOK shall document the name and title of any source contacted and summarize the information received. The applicant, by applying for program participation, consents to the HASNOK's investigation regarding his or her:
 - a. Past performance in meeting financial obligations, especially rent;
 - b. Compatibility with neighbors;
 - c. Treatment of leased property;
 - d. Living or housekeeping habits;
 - e. History of criminal activity; and/or
 - f. Other acts which may adversely affect the health, safety or welfare of other residents.
5. In the event that adverse background information is discovered during the verification process, the BOC, in its sole discretion, shall determine whether the applicant(s) are suitable for program participation. The BOC may consider factors which indicate a probability of favorable future conduct or financial prospects, such as: evidence of rehabilitation, evidence of willingness to participate in appropriate counseling service programs, and availability thereof, evidence of willingness to attempt to increase income and availability of training or employment programs in the locality.

D. Unit size qualification. Selection of Applicants pursuant to this Policy is dependent upon the availability of an appropriately-sized unit in accordance with Section 6, below.

SECTION 4

APPLICATION PROCEDURES

A. Application Requirement. The application is the basic record of each family applying for admission to the program. Each applicant is required to provide the information requested on the application form and to sign the application and all supporting documents. All information and statements made by the applicant are subject to verification. **Providing false statements renders the applicant ineligible.** Incomplete applications will not be accepted.

B. Application Procedure.

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received. Copies of the front page will be handed to the applicant as receipt of the application and shall bear the initial of the employee who accepted the application.
2. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - a. **“Eligible”** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - b. **“Ineligible”** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - c. **“Inactive”**– Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 4(E), below.
3. If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be entered on the application form. A certified letter with return receipt requested will be mailed to the applicant within **thirty (30) days** of the date of denial. The notice shall specify the grounds for the denial of service and advise the applicant of his/her right to appeal the decision pursuant to the HASNOK Grievance Policy and Procedure.
4. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by

the person recording the change, with all changes and explanations noted in the record.

C. Verification and Documentation of Application Information. Information submitted by each applicant shall be verified to assure that the information is true and correct. Complete and accurate verification records will be maintained. Each applicant shall provide the following documents to verify Indian status, identity, income and other conditions of eligibility. At a minimum, each Applicant shall provide copies of:

1. The Seminole Nation membership card indicating degree of Indian blood;
2. Social Security cards and birth certificates for all household members;
3. Federal tax returns or transcripts filed for the previous year or a notarized statement from the applicant explaining why a tax return was not filed;
4. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
5. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.

D. Waiting List.

1. Waiting lists shall be maintained for the Tax Credit Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 5 of this Policy.
2. The waiting list shall be updated on a regular basis. Any applicant wishing to be removed for the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 4(E), below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and not the HASNOK. Applicants who have not updated their applications within **thirty (30) days** of notification will be

removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date.

SECTION 5

Selection of Participants

A. Preference Categories and Point System. The HASNOK reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. In all other cases, the HASNOK shall allocate program assistance to the qualifying applicant(s) receiving the highest number of points as outlined below.

1. Indian Preference. The HASNOK shall extend preference as follows, provided that an applicant-household may not receive priority consideration under more than one category of tribal preference:

- a. *First preference* shall be given where the applicant(s) is a full-blood, enrolled Seminole Indian (qualified applicant-households shall receive a total of 50 points priority consideration);
- b. *Second preference* shall be given where the applicant(s) is at least three-quarters Seminole Indian blood and an enrolled citizen of the Seminole Nation of Oklahoma (qualified applicant-households shall receive a total of 40 points priority consideration);
- c. *Third preference* shall be given where the applicant(s) is at least one-half Seminole Indian blood and is an enrolled citizen of the Seminole Nation of Oklahoma (qualified applicant-households shall receive a total of 30 points priority consideration);
- d. *Fourth preference* shall be given where the applicant(s) is at least one-quarter Seminole Indian blood and is an enrolled citizen of the Seminole Nation of Oklahoma (qualified applicant-households shall receive a total of 20 points priority consideration); and

- d. *Fifth preference* shall be given where the Applicant(s) is less than one-quarter Seminole Indian blood and is an enrolled citizen of the Seminole Nation of Oklahoma, provided that the Applicant must possess a valid certificate of degree of Indian blood evidencing Seminole ancestry (qualified applicant-households shall receive a total of 10 points priority consideration).

2. Preference Based on Household Size. Qualified applicants shall receive two (2) points priority consideration for each documented adult member of the household (excluding live-in aides) and five (5) points priority consideration for each child who is a permanent member of the household and is under the age of eighteen (18) at the time the assistance is awarded.

3. Working Family Preference. A total of twenty (20) points priority consideration shall be awarded to the household if the applicant and/or spouse of the applicant is and has been steadily and gainfully employed for a period of not less than twelve (12) months prior to occupancy with earnings at or above the federal minimum wage, as same may change from time to time (“minimum wage”). Self-employment income qualifies, provided that the applicant and/or spouse of the applicant can establish a work history of not less than twelve (12) months and a regular stream of income (which may be seasonal) from such employment and further provided that the annual income must meet or exceed the annual income of a minimum wage worker. No more than twenty (20) points may be awarded pursuant to this section, even though more than one (1) household member may be gainfully employed.

4. Other Preferences within Preference Groups. Other preferences include, but shall not be limited to:

- a. *Elderly and/or Disabled.* If there is at least one elderly and/or disabled member of the household, the household shall receive a total of twenty (20) points priority consideration. For purposes of this Policy, elderly means and refers to persons who are sixty-two (62) years of age or older. “Disabled” means and refers to any person who has a physical or developmental disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or the Disabilities Assistance and Bill of Rights Act (42 U.S.C.6001(7)). Disability status must be verified by at least two acceptable sources, such as medical professionals, the Social Security Administration and/or the Veterans Affairs Administration;

- b. *Near-Elderly.* If there is at least one near-elderly member of the household, the household shall receive a total of ten (10) points priority consideration, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this Policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
- c. *Veterans.* If at least one veteran lives in the household on a permanent basis, the household shall receive a maximum of five (5) points priority consideration; and
- d. *Chronological Preference.* Applicant households shall receive five (5) points priority consideration for each full year after the date of receipt of the application to a maximum of twenty (20) total points. Applications withdrawn from the waiting list by the HASNOK pursuant to Section 4(E), above, shall not accrue priority points during the period of inactivity.

5. Preference among Applications with Same Ranking Score. In the case of two or more applicant-households having equal preference, the date and time the application was received by the HASNOK shall determine which applicant-household is selected.

6. Informing Applicants about Preferences. The HASNOK shall inform all applicants of the preferences set forth in this section and shall give applicants an opportunity to demonstrate that they qualify for such preferences.

7. Notice and Opportunity for a Meeting if Preferences are Denied. If an applicant does not qualify for a claimed preference, the HASNOK shall notify the applicant in writing. The notice shall briefly describe the reasons for the determination and notify the applicant of his or her right to file a grievance to review the determination.

B. Notification of Selected Applicants. The HASNOK shall notify applicants who are selected for program participation in writing. The notification shall include, at a minimum, the following information:

- 1. A statement that the family has been documented as eligible for participation in the program;
- 2. A statement that the family will be required to participate in a counseling/training session prior to occupancy and to execute a lease agreement;

- 3. The address of the unit; and
- 4. A statement that the family has thirty (30) days in which to respond to the notice, either by accepting or rejecting the service/assistance/unit offered. Failure to respond shall be considered a rejection of the offer.

C. Rejection of Offer. The HASNOK offers units based on its selection preferences and the preferences of the applicant (i.e., location of the project, size of the unit, etc.). The applicant may reject the offer of the HASNOK, but after three (3) rejections, the applicant will be placed at the bottom of the waiting list.

SECTION 6

Occupancy; Lease Agreement

A. Method of Determining Household Size. Every household member regardless of age shall be included by name on the application and counted as a person for purposes of applying the occupancy standards set forth in this Section. **Any person occupying the home in excess of thirty (30) days in any one (1) year period shall be reported as a household member and made subject to all required verifications and occupancy standards.**

B. Occupancy Standards. To avoid overcrowding and prevent waste of space, program units shall be assigned in accordance with the occupancy standards set forth below, except that such standards may be waived when necessary to achieve and maintain full occupancy or to comply with the preference provisions set forth in Section 5, above.

Number of Bedrooms	Number of Persons
3 Bedrooms	2-5 Persons
4 Bedrooms	5-9 Persons

C. Lease Agreement. A lease agreement in a form prescribed by the HASNOK shall be executed by the Executive Director of the HASNOK (or his/her designee) and the participant(s). The form of lease set forth at Exhibit “A” of this Policy hereby is adopted and incorporated by reference. The participant shall receive a copy of the original lease agreement, and the original shall be retained by the HASNOK.

D. Deposit. Participants shall pay a security deposit in the amount of \$500.00 for a 3-bedroom unit and \$600.00 for a 4-bedroom unit. The deposit may be refunded at the time of move-out, provided that all conditions, obligations and requirements have been satisfied.

SECTION 7

Computation and Collection of Payments

A. Rent Payment. Participants shall pay adjusted monthly rent based on unit size and calculated as follows:

	Base Rent	Utility Allowance	Adjusted Monthly Rent
3-BR Unit	\$670.00	\$266.00	\$404.00
4-BR Unit	\$748.00	\$306.00	\$442.00

B. Suspension of Payments. The HASNOK, in its sole discretion, may suspend a participant's obligation to make required monthly payments for a specified period of time due to unusual circumstances. Such circumstances include, but are not limited to: death in the immediate family, catastrophic events (such as fire or flood), and/or substantial rehabilitation/repair work being performed on the unit. The participant may request the suspension of payments in writing, and shall be notified in writing of the determination within fifteen (15) days of the request.

SECTION 8

Rules and Conditions of Continued Occupancy

A. Tenant Code of Conduct. All participants, household members and guests must abide by the following rules as a condition of continued participation in the Program.

1. *Principal Residency Requirement*. Program participants are required to use the program unit as their principal place of residence. A unit that has been unoccupied for a period of thirty (30) days or more may be determined to be abandoned in violation of the lease agreement.

2. *Maintenance/Repairs*. The participants shall provide all housekeeping and basic upkeep of the program unit, keeping it in an acceptable condition at all times. Participants are responsible for the cost and completion of any and all repairs necessary from damages caused by the participants or their guest(s). Participants shall report any maintenance needs and/or problems with items that may be covered under manufacturer's warranties (including but not limited to appliances, roofs and HVAC systems) to the

HASNOK as soon as possible, so that arrangements for repair or replacement of these items may be arranged. Participants who fail to report such problems to the HASNOK or who undertake unauthorized repairs may void the manufacturer's warranty and shall be responsible for repairing or replacing such items at their own expense. A list/packet of the applicable warranties for a particular unit may be provided to the participant(s) upon request.

3. *Structural Modifications.* The unit is the property of the Tax Credit Program, and all structural modifications and major improvements must be pre-approved by the Board of Commissioners in writing prior to actual construction. Any activities approved pursuant to this section must be paid for in full by the participant and comply with any and all applicable construction/building codes. No liens or other encumbrances may be placed on the unit as a result of the work undertaken.
4. *Utilities.* The participant(s) shall activate and pay any required deposits for utility services (including, but not limited to, water and electricity) in the participant's name prior to occupancy. Documentation of such services shall be provided to the HASNOK upon request. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of program participation.

B. Conduct Prohibited. Participant(s), all household members and guests shall not:

1. Disturb the peace of the project community or disturb or harass other program participants;
2. Engage in domestic violence;
3. Appear drunk or intoxicated in public or common areas within the project community;
4. Possess, consume or distribute illegal drugs, drug paraphernalia or any other controlled substances; and/or
5. Destroy, deface, disturb or interfere with the use of any structure, unit, building or other property (real or personal) of the Tax Credit Program, the HASNOK or any other program participant.

C. Use Restrictions. All participants, household members and guests must abide by the following restrictions on property use:

1. *Business Use of Unit.* The participant may request permission, in writing, to operate a small business. The business shall not disrupt the basic residential nature of the home or require permanent structural changes to the unit.
2. *Public Nuisances.* Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity in the project area. Unlicensed, inoperable and/or wrecked vehicles or household appliances on project grounds are specifically prohibited. The Maintenance Staff along with the Housing Coordinator or Housing Director may monitor the condition of the unit and grounds through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the participant will be required to remove it from the property. No satellite dish or similar device may be erected on the exterior of the unit. The HASNOK, in its sole discretion, may define and summarily abate any condition constituting a nuisance at the participant's expense.
3. *Temporary Structures.* No structure of a temporary character (including but not limited to trailers, tents, shacks, garages or barns) may be used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located upon any lot without the prior, written permission of the HASNOK.
4. *Animals.* No livestock, poultry, or reptile of any kind shall be kept in the project area. Only service animals are allowed inside the program units, which must be substantiated by documentation of the service training of the animal and certification of the participant's disability status as set forth in Section 5(A)(4) of this Policy. Animals found by the HASNOK, in its sole discretion, to disturb the peaceful enjoyment of the project community or to constitute a nuisance must be removed from the project area. Rabid, diseased, underfed, abandoned and/or vicious animals shall be reported immediately to the HASNOK and may be removed from the project area and/or destroyed by law enforcement authorities and/or any animal control service employed for that purpose by the HASNOK.
5. *Garbage and Refuse Disposal.* No participant may burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
6. *Yard Maintenance; Improvements.* Participants shall maintain yard areas and shall not permit the accumulation of weeds, underbrush

or other unsightly vegetation. No fence, wall, garden, pond or other modification may be erected without the prior, written permission of the HASNOK. Blueprints, cost estimates and any other relevant information shall be presented to the HASNOK to aid in its determination. Participant(s) must maintain any enhancements or modifications approved pursuant to this section at their own expense.

7. *Common Areas; Roads; Ponds.* Participant(s), household members and/or guests shall not evade speed bumps, drive through yards or otherwise operate their motor vehicles (including all-terrain vehicles and “four-wheelers”) in an unsafe manner. Tampering with manhole covers, street lamps and/or security cameras/lights is specifically prohibited. Fishing, swimming and/or littering in or near the pond areas is prohibited. Entry onto the pond areas will be deemed a trespass.

D. Inspections. The HASNOK may periodically inspect the unit/home and grounds and the participant shall facilitate such inspections, as follows:

1. *Initial Move-in Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted by a HASNOK representative and the participant. The participant may have a representative of his/her choice present at the initial inspection. At the conclusion of the initial inspection, the participant shall sign an inspection report detailing any deficiencies in the unit/home. The HASNOK shall notify the contractor of these deficiencies for correction within a reasonable amount of time.
2. *Annual Inspection.* The HASNOK shall conduct annual inspections, which shall include the interior, exterior and adjacent grounds of the unit. The participant shall be provided with written notification of the scheduled inspection one (1) day prior to the date of the inspection. The participant shall sign and receive a copy of the inspection report.
3. *Opportunity to Cure Deficiencies.* If the inspection reveals any deficiencies in the condition of the unit, the participant shall be given thirty (30) days to correct the deficiencies. A follow-up inspection shall be scheduled at the conclusion of the thirty (30) day period.
4. *Follow-up Inspection.* The HASNOK shall conduct a follow-up inspection to determine if the deficiencies identified in a previous inspection have been corrected. The participant shall be notified, by certified mail with return receipt requested, and given the

opportunity to be present at the inspection. If the participant has not corrected the deficiencies, the lease agreement may be terminated in accordance with this Policy, or the HASNOK may perform the necessary work at the participant's expense.

5. *Move-out Inspections.* Upon termination of participation in the program, a move-out inspection will be conducted.

E. Counseling/Continuing Education. Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of homeownership. Attendance is mandatory for all counseling sessions scheduled by the HASNOK, and participation in such programs is a condition of continued occupancy.

F. Insurance. The HASNOK shall provide required insurance on the unit structure, including fire and extended coverage. The Participant may obtain insurance for personal property/contents at his/her own expense. The Participant shall report all damages to the unit in a timely manner for claims processing.

Section 9

Examination and Re-examination of Participant Status

A. Re-examination Procedure. The HASNOK shall examine the participant household's earnings and other income prior to initial occupancy and shall re-examine such income at least once a year thereafter.

1. *Re-examination Schedule.* The Participant's "re-examination schedule" shall coincide with the date of the effective date of initial occupancy. The re-examination process shall commence at least two (2) months prior to the effective date to allow sufficient time for HASNOK staff to verify all information provided by the participant(s). The participant will be notified of the need to re-certify and to set a date/time for the re-certification interview. Monthly payments shall not be adjusted between dates of annual re-examination except as provided in Section 9(B), below.
2. *Personal Declaration.* The participants shall be required to complete and sign a personal declaration at the time of the re-certification interview. All entries are to be made in ink, indelible pencil or typeface. Changes or corrections are to be initialed and dated by the person making such changes.
3. *Records Retention.* Data assembled at the time of the re-examination is to be filed in the folder set up for the participants at the time of admission.

B. Interim Reexamination of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual re-examination, **participant(s) have an affirmative duty to report immediately any changes in income or household composition to the HASNOK.**

1. *Circumstances Requiring Immediate Reexamination.* Participant(s) are required to report immediately the occurrence of one or more of the following circumstances:
 - a. any changes in income;
 - b. the loss of any household member through death, divorce or other circumstance; and/or
 - c. the addition of a family member by marriage, birth or other circumstance.
2. *Adjustments Following Initial Compliance Period.* At the end of the 15-year initial compliance period, the HASNOK may establish a payment schedule based upon household income and other factors. Any participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) may be given an interim income determination and, upon verification, the monthly payment may be adjusted. Adjustments to the monthly payment are to be made effective on the first day of the month following the income change, provided that no downward adjustments are to be processed until the alleged changes in circumstance have been substantiated. In addition, participant(s) who fail to report upward changes in income may be liable for additional amounts due to the HASNOK. Participant(s) who fail to report downward changes in income within a reasonable time period shall not be entitled to any retroactive adjustment of the monthly payment.

C. Verification and Documentation of Re-examination Data. To assure that the data upon which determinations as to eligibility for continued occupancy and changes in base rent are made (either by scheduled re-examination or an interim re-examination) are complete and accurate, the information submitted by the participant household shall be verified. Verification procedures are the same as those described in Section 4(C), above.

D. Action Required Following Re-examination. Within thirty (30) days of receiving the personal declaration and all required supporting documentation, the HASNOK shall notify the family in writing of any instances of misrepresentation or non-

compliance with the Tax Credit Program Policy, HUD regulations or other applicable law and of any corrective or punitive action which is to be taken.

E. Failure to Comply With Annual Re-examination. If the participant(s) fail to respond to the letter requesting re-certification information, a written notice, by certified mail with return receipt requested, will be mailed with a deadline for submission of information. If the participant(s) fail to provide the information requested by the due date, it shall be deemed a violation of this Policy, which may result in termination of program participation.

Section 10

Termination of Occupancy

A. Termination by the Participant. The participant may terminate the lease agreement, provided that thirty (30) days written notice is given in writing to the HASNOK. The HASNOK does not waive any claim to additional payments due for accrued rent and/or damages to the unit by accepting such notice.

B. Termination for non-payment of rent. Program participants who fail to pay their monthly base rent, to pay any installment payment due pursuant to an approved pay-back agreement, or to enter into acceptable alternative payment arrangements shall be subject to termination from participation in the program, as follows:

1. *First Notice of Delinquency.* When a participant fails to pay his/her base rent when due, an initial notice of delinquency shall be sent on the sixth (6th) day of the month in which the payment is due and shall state the following:
 - a. The date of the notice;
 - b. The date the monthly payment was due; and
 - c. The amount owed as of the date of the notice.
2. *Final Notice of Delinquency.* If no payments are received or no acceptable payment arrangements are made by the fifteen (15th) day of the month in which the payment is due, the HASNOK shall deliver to the participant the final notice of delinquency. The final notice shall inform the participant that he/she must pay the overdue balance on or before the first (1st) day of the next month to avoid eviction proceedings.
3. *Notice of Termination.* If no payments are received or no acceptable payment arrangements are made on or before the first day of the month following the month when rent became due and owing, the HASNOK shall issue a notice to terminate the lease.
4. *Commencement of Eviction.* If the participant(s) do not vacate the unit within twenty-four (24) hours of receipt of the notice to

terminate, the HASNOK shall commence termination and eviction procedures in a court of competent jurisdiction. The District Court of the County where the program unit is located, the Court of Indian Offenses for the Seminole Nation of Oklahoma ("CFR Court") and/or such tribal court as the Seminole Nation may hereinafter establish shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy.

C. Termination for reasons other than non-payment of rent. In the event of non-compliance with any of the provisions set forth in this Policy, other than for non-payment of rent, the HASNOK may terminate the participant's lease as follows:

1. The HASNOK shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation and providing that such violation must be cured within ten (10) calendar days of the date of the notice.
2. If the Participant(s) do not cure the violation within the timeframe specified, the HASNOK may issue a notice to terminate the lease, and commence eviction procedures in accordance with Section 10 (B)(4), above.
3. Participant(s) whose conduct presents an imminent threat to the health, safety and/or welfare of others shall not be entitled to the due process standards set forth in this section.

D. Enforcement Subsequent to Court Action. The following provisions apply to the collection of any court-ordered payments due to the Tax Credit Program:

1. Repayment of delinquent amounts subsequent to a court order shall be in full.
2. The HASNOK may collect judgment debts from previous or current Participant(s) by:
 - a. Garnishing wages; and/or
 - b. placing liens on property.
3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the HASNOK.

E. Additional Payments Due to the Program. Additional charges that may be assessed to the participant include, but are not limited to:

1. Charges for extraordinary maintenance and other services;
2. Repayments of past due accounts;

- 3 Attorney's fees and court costs; and/or
4. Other charges specified under any applicable State, Tribal or Federal law or regulation.

Section 11

Option to Purchase Program Unit

The Tax Credit Program is made possible through contributions of equity from outside investors and these investors retain partial ownership and control of the program units throughout the first fifteen (15) years of the Program. The option to purchase the program unit will not arise and no conveyance may occur prior to the end of the sixteenth (16th) year of occupancy by the participant, at which time it is anticipated that the interests of the outside investors will be extinguished. After January 1, 2026 and subject to the continued ownership and control of the program units by the HASNOK, the Board of Commissioners will develop policies and procedures providing for the conversion of the program units from the Tax Credit Program to the Lease with Option to Purchase Program of the HASNOK. Subject to the above provisions of this paragraph, the policies and procedures will provide for a forgivable grant in the amount of sixty percent (60%) of the Total Development Cost of the program unit to be applied to the purchase price of the program unit. For purposes of illustration, the amount of ninety thousand dollars \$90,000.00 would be forgiven for a home with a total development cost of \$150,000.00, leaving a balance of \$60,000.00 to be paid by the participant on a monthly basis until paid in full.

**LEASE TO OCCUPY TAX CREDIT PROGRAM UNIT
("LEASE AGREEMENT")**

The Low-Income Housing Tax Credit Program Operating Policy and Procedure ("Policy") and any other policy, agreement or procedure governing the Program, as adopted and amended from time to time by the Board of Commissioners of the Housing Authority of the Seminole Nation of Oklahoma ("HASNOK"), are hereby incorporated by reference. Execution of this Agreement is deemed consent to amend it to conform to any provision of the Native American Housing Assistance and Self-Determination Act("NAHASDA"), the Internal Revenue Service Code, and the rules, regulations and policies of the HASNOK and the Oklahoma Housing Finance Authority

This Lease Agreement is executed in accordance with the above-referenced substantive laws, policies and procedures governing the Low-Income Housing Tax Credit Program and is not a separately enforceable legal document.

The undersigned Lessee(s) hereby acknowledge that any violation of the HASNOK's rules, regulations or policies may constitute grounds for termination of participation in the Program. **The undersigned Lessee(s) hereby accept liability for any damages to the unit, unpaid rental fees, attorney's fees and court costs, and collection fees arising from enforcement of this Policy or termination of participation in the Program.** For lease enforcement purposes, the Lessee(s) consent to the jurisdiction of the District Court of Seminole County, the Court of Indian Offenses for the Seminole Nation of Oklahoma ("CFR Court") and/or such tribal court as the Seminole Nation may hereinafter establish.

Premises To Be Leased

PROJECT # _____ UNIT # _____

Street Address of Property:

STREET CITY STATE ZIP CODE

Legal Description of Property:

Persons Authorized to Occupy Said Premises:

Name	Age	Relationship to Lessee(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOUSING AUTHORITY OF THE
SEMINOLE NATION OF OKLAHOMA

LESSEE(S)

Signature of Housing Representative

Lessee Signature

Official Title

Co-Lessee's Signature (If Applicable)

Executed this _____ day of _____.

Tax Credit

Lease Addendum

This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is apt # _____ at _____
(name of apartment community)

(address) (city) (state) (zip)

We, as the owner of the dwelling you are renting, are participating in the Federal Low Income Housing Tax Credit Affordable Housing Program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

ACCURATE INFORMATION ON APPLICATION: By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

FUTURE REQUEST FOR INFORMATION: By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. You agree to comply promptly with all requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

INACCURATE INFORMATION AS GROUNDS FOR EVICTION: If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted.

STUDENT STATUS: By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit at any time.

FELONY CONVICTION: By signing this addendum, you agree to notify the owner, in writing, if anyone in the household becomes convicted of a felony at any time.

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

OWNER'S REPRESENTATIVE

DATE

ADDITIONAL ACKNOWLEDGEMENTS

I/we acknowledge that the Tax Credit Program is made possible through contributions of equity from outside investors and that these investors retain partial ownership and control of the program units throughout the first fifteen (15) years of the Program. I/we understand that the option to purchase the program unit will not arise and no conveyance may occur prior to the end of the sixteenth (16th) year of occupancy of the program unit. I/we understand that, in the event the program ceases to be operated by the HASNOK and/or the Seminole Nation of Oklahoma, the program unit may not be converted to the Lease with Option to Purchase Program and may be disposed of in the discretion of the Property Manager and/or Owner.

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE

RESIDENT

DATE