

# **Housing Authority of the Seminole Nation of Oklahoma**

## **DOWN PAYMENT AND CLOSING COST ASSISTANCE PROGRAM OPERATING POLICY AND PROCEDURE**

**These policies and procedures were adopted by the Housing Authority of the Seminole Nation of Oklahoma by Resolution # 2011-11 on September 2, 2011.**

## SECTION 1

### GENERAL PROVISIONS

A. Introduction; Tribal Preference. The mission of the Housing Authority of the Seminole Nation of Oklahoma (“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. Enrolled members 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 approved Indian Housing Plan and this Down Payment and Closing Cost Assistance Program Operating Policy and Procedure (“Policy”).

B. Purpose. This Policy is designed to serve as:

1. A guide to use in determining eligibility, selection of applicants, 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 officers and employees of the HASNOK.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws or resolutions regarding the operation of the Down Payment and Closing Cost Assistance Program of the HASNOK (“Program”).

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, as amended (“NAHASDA”), the rules and regulations of the United States Department of Housing and Urban Development (“HUD”), 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.**

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 applicants for the Program 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

### CONDITIONS OF ELIGIBILITY

A. Participant Eligibility Criteria. The following criteria shall govern eligibility for Program participation.

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 a duly-enrolled member of a federally-recognized Indian Tribe, with preference extended to enrolled members of the Seminole Nation of Oklahoma pursuant to Section 4(A), below;
3. The Applicant must be at least eighteen (18) years of age;
4. Subject to Section 2(B) of this Policy, the Applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of the national median income, as set by HUD, at the time the assistance is provided. Income limits are adjusted for family size and updated on an annual basis. Income verification shall not be more than six (6) months old at the time the assistance is provided. The HUD income guidelines, as same may change from time to time, hereby are adopted and incorporated by reference;
5. The Applicant must meet minimum income guidelines (minimum income guidelines are attached as Appendix "B" to this Policy and are incorporated herein by reference);
6. The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to credit qualification and pre-homeownership counseling obligations;
7. The home to be occupied by the Participant(s) (" Dwelling Unit") must be located within the Nation's designated housing service area for the Program as defined by the Nation's Indian Housing Plan, which presently includes the entire State of Oklahoma;

8. The Dwelling Unit must be free from defects, meet the definition of a standard home, and in compliance with all applicable building and occupancy codes;
9. The Dwelling Unit must pass an appropriate environmental inspection, including flood plain, wetland, and historic preservation clearances;
10. The Dwelling Unit must not present any lead-based paint hazards;
11. The Dwelling Unit must be a single-family dwelling, a town house, a condominium unit or a manufactured/mobile home. Manufactured/mobile homes must be built after 1976 and located on a permanent foundation on property owned by the Applicant. Rental properties and cooperative units will not be eligible, nor will mobile homes that are not placed on a permanent foundation and/or on property not owned by the Applicant. Manufactured/mobile homes must have proper skirting and insulation attached to the perimeter and the axle and tongue must be removed from the unit;
12. The Applicant must be a first-time homeowner and not have owned any real estate within the last three (3) years. Exceptions to the first-time homeowner rule will be considered on a case-by-case basis and include:
  - a. An Applicant who already owns, as his/her principal residence, real estate that does not meet the definition of a standard home and is not in compliance with applicable building codes and which cannot be brought into compliance for less than the cost of constructing or purchasing a code-compliant structure, provided that such home is sold and a bill of sale presented to the HASNOK prior to the issuance of the assistance; and/or
  - b. An Applicant who is recently divorced or legally-separated, where the previously-owned home was owned jointly by his/her spouse and the Applicant loses or relinquishes all ownership rights to said home.
13. The Applicant must intend to use the Dwelling Unit as his/her principal residence for a period of not less than five (5) years from the date the assistance is provided; and

14. The Applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee or member of the Board of Commissioners of the HASNOK, elected Tribal officials and/or General Council members.

B. Special Provision Regarding Non Low-Income Applicants. A non-low-income family may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior approval of the Board of Commissioners of the HASNOK.

C. 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;
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act; and
3. Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.

D. 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 Dwelling Unit shall disqualify an Applicant from the Program.
2. Parties to land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage specifically are excluded from participation in the Program.
3. Previous tenants 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 programs administered by the HASNOK) who desire to be readmitted to the Program, shall be given the opportunity to appear before the Board of Commissioners to present any documentation, justification or other evidence why he/she should be considered for readmission to the Program. Landlord reference of payment history will be taken into consideration. The decision of the Board of Commissioners shall be final.

4. The HASNOK, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
  - a. Have been evicted from any public or Indian Housing Authority or private rental property within the past three (3) years;
  - b. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
  - c. Have previously abandoned, relinquished and/or damaged a unit owned by this or another Indian housing authority;
  - d. Owe a debt to the HASNOK for past-due rent or damages to a program unit; and/or
  - e. Owe debts incurred from prior occupancy of a unit at any other Housing Authority or private rental property.
5. Subject to Section 2(A)(12) of this Policy, current participants in any homeownership program of the HASNOK (including but not limited to the mutual-help, lease-purchase and the low-income housing tax credit programs) and previous recipients of Down Payment and Closing Cost Assistance are ineligible to participate in the Program.

E. Limitations. The following additional limitations apply to the Program:

1. No moneys will be expended for Dwelling Units that do not pass an appropriate environmental inspection, present lead-based paint hazards, or are located in areas designated as having special flood hazards under the Flood Disaster Protection Act of 1973 (unless suitable flood insurance is

obtained at the participant's expense);

2. Each household is limited to a maximum of ten percent (10%) of the total purchase price of the Dwelling Unit (including closing costs) or a total of \$8,000.00 in Program assistance, whichever amount is less;
3. If the Participant sells or conveys the home within five (5) years following the date the assistance is provided, the grant is voided and the full amount of assistance must be repaid to the HASNOK;
4. The Participant will not qualify for and shall not utilize the Minor Rehabilitation Program for a period of two (2) years and the Rehabilitation Program for a period of five (5) years from the date the assistance is provided;
5. The Program shall not be utilized for re-financing; and
6. Program assistance will be transferred to the company handling the real estate closing. No moneys will be granted, loaned or transferred directly to Program Participants.

### **SECTION 3**

#### **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 any and all information requested and to sign the application and related forms. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible.** If an Applicant fails to provide a complete application, including any and all required supporting documentation, within thirty (30) days of the date of receipt of the initial application, the application shall be denied without further notice by the HANSOK and the Applicant must re-apply for assistance.

B. Application Procedure.

1. Applications are accepted at the Housing Authority office. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application. Copies of the front page may be handed to the Applicant as receipt of application upon request.

2. All adult applicants must sign an authorization for release of information, which is required for third party verification.
3. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence.
4. 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 documented for the file. 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 notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the HASNOK.
5. 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 ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each Applicant shall provide the following documents to substantiate his or her Indian status, identity, income and other conditions of eligibility. At a minimum, each Applicant shall provide copies of:

1. The tribal membership card and certificate of degree of Indian blood of the Head of Household and/or other household member(s) claiming Indian status;
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 explaining why a tax return was not filed from the Applicant and each adult household member;
4. Copies of paycheck stubs from the Applicant and each household member with earned income;

5. 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
6. 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 Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 4 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 3(E), below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file no less frequently than every six (6) months. This is the responsibility of the applicant and not the HASNOK. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update 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. Inactive applications and supporting documents will be discarded after three (3) years.

F. Suspension of New Applications. The HASNOK reserves the right to close the waiting list and to suspend the intake of new applications when the need of selected participants exceeds available resources under the Program.

## **SECTION 4**

### **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. Applicants may be required to document joint or primary **physical** custody of under-aged children in order to receive priority

consideration under this section.

3. 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. *Displaced.* Displaced households shall receive a total of five (5) points priority consideration. This category includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.
- d. *Domestic Violence Victims.* Victims of domestic abuse, who are seeking housing assistance as part of a treatment plan, shall receive a total of ten (10) points priority consideration.
- e. *Court-ordered Changes in Family Composition.* Applicant(s) who have experienced a change in

household composition as a result of court-ordered custody arrangements, Indian Child Welfare program reunification plans or guardianships of minor children shall receive a total of ten (10) points priority consideration. Applicants must provide copies of filed and executed tribal or state court Decrees to qualify for such priority consideration.

- f. *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
- g. *Chronological Preference.* Applicant households shall receive ten (10) points priority consideration for each six (6) month period that their application has remained active on the waiting list to a maximum of twenty (20) total points. For purposes of this section, the six (6) month periods begin on January 1<sup>st</sup> and June 1<sup>st</sup> of each year. Applications withdrawn from the waiting list by the HASNOK pursuant to Section 3(E) shall not accrue priority points during the period of inactivity.

4. 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.

5. 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.

6. 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 appeal the determination pursuant to the HASNOK's Grievance Policy.

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 Participant has been selected for participation in the Program;
2. A brief description of the Program and summary of the Participant's responsibilities;
3. If applicable, the time and place for training/counseling activities; and
4. Notification that the Participant has thirty (30) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be regarded as a rejection of the offer.

C. Refusal of Services; Failure to Respond. If a Participant refuses or fails to respond to the offer of assistance under the Program, the Participant will be removed from the waiting list and must re-apply for services under the Program.

## **SECTION 5**

### **Implementation**

A. Pre-homeownership Counseling. The Participant must sign a counseling agreement that will require the Participant and any co-borrower to attend a series of one-on-one counseling sessions prior to the purchase of the Dwelling Unit. The counseling sessions may include credit establishment and rehabilitation, maintenance obligations, goal identification, and the mortgage loan process. The form of Agreement attached as Appendix "A" to this Policy is adopted and incorporated by reference.

B. Mortgage Loan Qualification. The Participant must qualify for a first mortgage loan administered by a local lending institution in the amount of the total purchase price of the Dwelling Unit within ninety (90) days of the date of the notice of selection provided by the HASNOK pursuant to Section 4(B) of this Policy. The mortgage must have reasonable terms, including a term of at least fifteen (15) years at a fixed, reasonable interest rate. The HASNOK will not provide assistance in connection with any land contracts, contracts for deed, lease-purchase agreements, or any other form of mortgage or constructive mortgage. The Participant must submit a Request for Loan Approval within the ninety (90) day period, unless the HASNOK grants an extension in writing. The HASNOK may extend this period of time in one or more increments, not to exceed an additional sixty (60) days, provided that the Participant is actively

seeking a mortgage loan and remains qualified for Program participation in all respects. If the Participant fails to secure a suitable mortgage loan within the applicable time frame, the HASNOK shall notify the Participant in writing that he/she is ineligible for continued participation and must re-apply for assistance under the Program.

C. Request for Loan Approval. Participant(s) shall turn in a Request for Loan Approval at least forty-five (45) days prior to the anticipated closing date for the real estate transaction. The Participant shall identify the Dwelling Unit to the HASNOK and provide verification by the lender as to the Participant's qualification for the loan, the terms of the loan, and the purchase price and closing costs associated with the loan. The HASNOK shall not approve the Request until satisfactory completion of the appraisal, environmental review and inspection of the Dwelling Unit as outlined in this section.

D. Appraisal. The Participant must obtain a certified appraisal of the Dwelling Unit at his/her own expense. The total value of the Dwelling Unit as determined by the appraisal shall not be less than the purchase price negotiated by the Participant. The total value of the land associated with the home must not exceed thirty percent (30%) of the total appraised value of the property. Any land in excess of this amount will not be included as part of the computation of assistance pursuant to Section 6(A) of this Policy. If the Dwelling Unit is owned by a member of the immediate family of the Participant or an immediate family member of any member of the Participant's household, two (2) appraisals shall be performed and the assistance must be approved in advance by the Board of Commissioners of the HASNOK. For purposes of this Policy, an immediate family member includes a parent, child, step-parent, spouse, son-in-law, daughter-in-law, step-child, uncle, aunt, sibling, and/or grandparent.

E. Inspection. The HASNOK shall inspect the Dwelling Unit and grounds in order to verify that the unit meets the definition of a standard home and complies with all applicable building and occupancy codes. Depending upon the age of the Dwelling Unit, a lead-based paint inspection may also be required. The Participant may have a representative of his/her choice present at the initial inspection. After the initial inspection, the Property Owner will be given thirty (30) days to correct the noted deficiencies. The 30-day period may be extended by the HASNOK on a case-by-case basis. If the thirty (30) day period and any approved extensions have elapsed or the unit has failed following two (2) re-inspections, the Participant must select another Dwelling Unit to be eligible for Program participation. The HASNOK may waive the on-site inspection requirement in its sole discretion, provided that the HASNOK has received a copy of a report from an inspector licensed in the State of Oklahoma and that such report indicates the Dwelling Unit is free from major defects.

F. Closing of Real Estate Loan. The lender and/or closing company

will provide standard real estate forms, will set closing dates and times and will ensure that all paperwork is complete prior to closing. **It is the responsibility of the Participant to notify the HASNOK of the closing date at least ten (10) business days prior to the closing.**

G. Restriction Against Alienation. The HASNOK will file a lien reflecting the amount of the assistance in the land records office of the County where the real property is located. The lien will be released after a period of five (5) years from the date the assistance was provided to the Participant. The lien shall be subject to earlier release in accordance with the Useful Life Policy of the HASNOK, which hereby is adopted and incorporated by reference.

## SECTION 6

### Assistance Calculation and Payment

A. Subsidy Calculation. Each household is limited to a maximum of ten percent of the total purchase price of the Dwelling Unit (including closing costs), or a total of \$8,000.00 in Program assistance, whichever amount is less. If a sub-standard home is sold by the Participant pursuant to Section 2(A)(12)(a) of this Policy, the proceeds of such sale must be applied to reduce the purchase price of the home prior to calculating the amount of assistance. If the Dwelling Unit is a manufactured/mobile home, closing costs may include the tag, registration, taxes, relocation and set-up costs.

B. Issuance of Assistance. After issuance of a loan commitment to the Participant, a check in the amount of the down payment assistance will be sent to the lender or closing agent through certified mail and/or hand-delivery. The check shall be made payable to the closing agent. No moneys will be granted, loaned or transferred directly to Program Participant(s).

## Section 7

### Rules and Conditions of Continued Participation

A. Principal Residency Requirement. The Participant(s) must take possession of the Dwelling Unit within thirty (30) days of the closing date and continue to occupy the Dwelling Unit as their principal place of residence for not less than five (5) years. Participant(s) shall not sell, sub-lease or convey the Dwelling Unit during the five (5) year period. A Dwelling Unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned in violation of this Policy.

B. Counseling/Continuing Education. Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation

for homeownership. Attendance is mandatory for all counseling sessions scheduled by the HASNOK and participation in such programs is a condition of continued participation in the Program.

## **Section 9**

### **Termination of Program Participation**

A. Grounds. Participant(s) may be subject to termination of Program participation for reasons including, but not limited to, the following:

1. The acquisition or occupancy of another home or failure to continue to use the Dwelling Unit as the family's principal residence;
2. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered;
3. More than three (3) unexcused absences from scheduled appointments with HASNOK staff for inspections, counseling, recertification or any other purpose;
4. Failure to supply any requested certification, release, information, or documentation as the HASNOK determines to be necessary;
5. Selling, sub-leasing, conveying or abandoning the Dwelling Unit;
6. Interference, obstruction or non-compliance with inspection requirements; and/or
7. Other material violation of any term or provision of this Policy or other tribal, state, or federal law or regulation.

B. Procedure. In the event of non-compliance with any of the provisions set forth in this Policy, the HASNOK may terminate the Participant's participation in the Program, according to the following procedure:

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, if

any, and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.

2. If the Participant(s) does not cure the violation within the timeframe specified, the HASNOK shall issue a notice to terminate his/her participation in the Program. The notice shall advise the Participant of his/her right to appeal the decision to terminate services pursuant to the Grievance Policy of the HASNOK.
3. Participant(s) whose conduct constitutes fraud or presents an imminent threat to the continuation of the Program or the health, safety and/or welfare of others shall not be entitled to the thirty (30) day notice period and opportunity to cure set forth in this Section.

C. Additional Remedies of the HASNOK. In addition to terminating the Participant's participation in the Program as outlined above, the HASNOK may pursue any and all legal remedies to collect such amounts as are determined by the HASNOK to be due and owed by the Participant. The District Court of the County where the Dwelling Unit is located, the Court of Indian Offenses for the Seminole Nation of Oklahoma ("CFR Court") and/or such other tribal court as may hereinafter be established by the Seminole Nation of Oklahoma shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy. The Participant irrevocably consents to the jurisdiction of the above-referenced courts as a condition of participation in the Program.

D. Additional Payments Due to the HASNOK. Additional charges to the Participant may include, but are not limited to:

1. Attorney's fees and court costs; and/or
2. Other charges specified under any applicable tribal, state, or federal law or regulation.

E. Enforcement Subsequent to Court Action. The following provisions apply to the collection of any court-ordered payments due to the HASNOK:

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.

## **Section 10**

### **Miscellaneous Provisions**

A. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the HASNOK in order to establish suitability for Program participation shall be kept strictly confidential. Permissible disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.

B. Limitation of Liability; Indemnification. The HASNOK and/or the Nation shall not be liable to the Participant for any damages arising from participation in or implementation of the Program. Further, the Participant(s) agree to hold the HASNOK and the Nation harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature -- known or unknown -- affecting the Dwelling Unit.

C. Appeals. Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the Grievance Policy and Procedure of the HASNOK.

**APPENDIX "A"**

**HOMEOWNERSHIP COUNSELING AGREEMENT**

This Agreement certifies that \_\_\_\_\_ and the Housing Authority of the Seminole Nation of Oklahoma ("HASNOK") pledge cooperation in the process of attaining housing goals as determined by the Participant with the assistance of the counselor.

The Participant recognizes the need for counseling and pledges full cooperation with the counselor. The Participant will provide to the counselor any and all information that is required relating to pre-qualification for a mortgage loan or other housing-related goal. The Participant recognizes that it may become necessary to obtain information from outside sources, including but not limited to credit reports, employment and household verifications and other financial information. The Participant therefore authorizes the counselor to obtain additional information from outside sources when necessary to fulfill the obligations of this Agreement. The Participant acknowledges that participation in this counseling program does not guarantee loan approval or receipt of a down payment assistance grant from the HASNOK.

The Participant also agrees to participate in a pre-homeownership counseling program as prescribed by the HASNOK. The program will require the Participant to attend one-on-one and/or group counseling sessions as recommended or required by the HASNOK. Failure to complete this program will result in the Participant becoming ineligible to receive assistance under the Down Payment and Closing Cost Assistance Program.

\_\_\_\_\_  
Applicant/Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant/Co-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
HASNOK Representative

\_\_\_\_\_  
Date

**APPENDIX "B"**  
**MINIMUM INCOME GUIDELINES**

Down Payment and Closing Cost Assistance: Income Requirements are as follows:

Family Size	Minimum Income	Maximum Income	Family Size	Minimum Income	Maximum Income
1	\$5,500	\$36,050	5	\$14,524	\$55,600
2	\$7,756	\$41,200	6	\$16,780	\$59,750
3	\$10,012	\$46,350	7	\$19,036	\$63,850
4	\$12,268	\$51,500	8	\$21,292	\$68,000