



# Pawnee Nation Housing Authority

P.O. Box 408, Pawnee, OK 74058 \* Phone: 918-762-3454 \* Fax: 918-762-2284  
Email: [pawneenationha@sbcglobal.net](mailto:pawneenationha@sbcglobal.net) \* website: [www.pawneenationhousing.org](http://www.pawneenationhousing.org)

## PNHA HOMEOWNERS ASSISTANCE PROGRAM REHABILITATION AND MODERNIZATION

The Pawnee Nation Housing Authority (PNHA) recognizes that there are Native American homeowners in the Pawnee community who need assistance to make repairs to their homes. The PNHA has several programs that can provide this type of assistance for income eligible applicants, at an 80/20% match in funds (80% of costs paid for by the Program and 20% of costs paid for by the Homeowner, due before work is started), income eligibility as defined as being below the median income for our jurisdiction. Please be advised that there is a cap on expenses per household.

The PNHA recognizes the need for this type of assistance for individuals and families who are categorized as being over-income. The Pawnee Nation Housing Authority has implemented a Home Improvement Program to assist over-income homeowners of privately owned homes with improvements related to issues of health, safety, and welfare (when funds are available).

For assistance to be approved, the applicant must authorize a Useful Life/Use Restriction form. This document ensures the applicant(s) property/home is not sold or exchanged within the restricted timeframe that services are offered by the PNHA through HUD funding. Any violations of this agreement could result in the applicant(s) owing PNHA for services rendered.

Applications will be reviewed and approved by the PNHA Executive staff based on need to determine which Homeowner Program applicant qualifies for. Items to be considered are roofs, plumbing, electrical, heat & air (all mechanical and electrical must be installed by a licensed contractor) and projects that are deemed Rehabilitation or Modernization. Unallowable costs include items that are deemed a luxury item. An inspection will be made of the unit by the Housing Authority Project Manager and/or the Executive Director to determine the approximate cost and condition of the unit. The unit must not be in a dilapidated condition, and the home must be the primary residence occupied by the applicant.

Bids will be required for services, at least two (2), contractors must have liability Insurance and obtain any permitting through the City of Pawnee. All required documentation from contractors must be submitted to PNHA Finance before any work can begin. Payment for services will be made directly to companies or contractors upon completion of an inspection.

### Eligibility:

1. First priority applicants will be enrolled members of the Pawnee Nation who are elderly, disabled or a Veteran.
2. Second priority will be members of any Federally Recognized Tribe
3. Income verification for all members of the household over 18 years of age.
4. Retired or disabled provide a copy of award letters from all sources of income.
5. Proof of ownership of the residence by Deed and legal description.
6. Proof of homeowners insurance or letter of intent that insurance will be purchased upon repairs.
7. Proof of homeowner's primary residence. Copy of a Utility, and/or Gas Bill.
8. Reside in the service area for the Pawnee Nation Housing Authority.
9. Applicant must not owe money to the Pawnee Nation Housing Authority.

PLEASE COMPLETE THE APPLICATION AND RETURN WITH THE FOLLOWING REQUIRED DOCUMENTS IN ORDER TO PROCESS YOUR APPLICATION



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- Identification: Copy of CDIB, Driver's License and Social Security Card for all household members.
- Income verification:
  - Most recent payroll stubs for each household member (over the age of 18), covering the previous 30-day period.
  - Self-employment, please provide your signed and complete Federal Tax Returns (including all schedules).
  - Retired or Disability income, please provide copies of award letters from all sources of income.
- Insurance Verification: Please provide a copy of your homeowners' insurance or letter of intent.
- Proof of Homeownership: Please provide a copy of your deed.
- Please be advised that additional documentation may be required prior to full approval.

**PLEASE RETURN APPLICATIONS THROUGH EMAIL AT PAWNEENATIONHA@SBCGLOBAL.NET  
OR AT OUR MAIN OFFICE LOCATION AT 126 EAGLECHIEF DRIVE**



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## HOMEOWNERS ASSISTANCE PROGRAMS APPLICATION

Eligible for: (OFFICE USE ONLY)  Privately Owned  Over-Income  Non-NAHASDA  
 Rehabilitation  Modernization

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Last, First, MI)

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(mm/dd/yyyy)

Physical Address: \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Tribal Affiliation: \_\_\_\_\_ Enrollment/Membership #: \_\_\_\_\_

Is applicant a Veteran?  Yes  No If Yes, which Branch? \_\_\_\_\_

Is applicant or a member of the household disabled?  Yes  No

If yes, family member name \_\_\_\_\_ age \_\_\_\_\_

### Family Composition:

Last Name:	First Name:	Gender (M or F)	Relationship	Date of Birth:	SS#

Type of Assistance requesting:  Roof Repair  HVAC  Plumbing  Electrical  
 Other

Explain if checked other: \_\_\_\_\_



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Employment:

Employer Name: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

Source of Income:

Type of Income	Wages	Retirement	SS/SSI	Self-Employment	Other
HEAD	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SPOUSE	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
RESIDENT	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
RESIDENT	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>				

Income is received:  Weekly  Bi-weekly  Monthly

OFFICE USE ONLY: Amount of Annual Income \$ \_\_\_\_\_

## CERTIFICATION

I/We certify that all information is true and correct to the best of my knowledge. I/We consent to the Release of Information to/from necessary parties regarding my application. Further, I/We fully understand the policies and associated costs that is required if approved for assistance through the Housing Authority and also understand that all maintenance and upkeep of the home after services are rendered will be fully borne to me/us and that no further services will be provided by the Pawnee Nation Housing Authority.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse/Other Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

BOC Chair Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

NOTARY EXPIRES: \_\_\_\_\_ NOTARY COMMISSION: \_\_\_\_\_

NOTARY SIGNATURE: \_\_\_\_\_

NOTARY STAMP



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## **HOMEOWNER NEEDS ASSESSMENT**

Please give a brief description of the need and rank improvements needed for home:  
1 = High priority, 2 = Moderate Priority, 3 = Low Priority, 4 = No Improvement needed

Need:	Rank of Priority:	Comments:
Roof		
Ceiling		
Walls		
Flooring		
Foundation		
Doors		
Electrical		
Water Heater		
Plumbing		
Lavatories		
Sinks		
Water Line		
HVAC		
Other (List)		

Please list any comments:


What work, if any, has the Homeowner completed on their own and when?

PROJECT:	COST OF PROJECT:

\*\*This will not include cosmetic or luxury items.



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## HOUSEHOLD INSPECTION REPORT (OFFICE USE ONLY)

Household Name: \_\_\_\_\_ # of Bedrooms: \_\_\_\_\_ Date of Inspection \_\_\_\_\_

Address: \_\_\_\_\_

### KITCHEN

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Windows		
Counter		
Sink		
Cabinets		

### LIVING AND DINING ROOMS

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Windows		

### BEDROOM #1

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Windows		

### BEDROOM #2

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Windows		

### BEDROOM #3

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Windows		

### BEDROOM #4

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Windows		

### HEATING AND AIR

	OK/NR	Repairs:
Filter		
Hot Water		
Thermostat		

### BATHROOM

	OK/NR	Repairs:
Ceiling		
Walls		
Doors		
Floors		
Electrical		
Bathtub		
Sink		
Commode/Stool		

Damages: Describe any MAJOR damage on reverse side

Inspector Signature

Housing Representative Signature



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RECIPIENT GUIDANCE 2014-09(R)

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The NAHASDA statute and regulations also require that this affordability period be secured through binding commitments satisfactory to the Secretary. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life (affordability period). The binding commitment requirement under NAHASDA not only applies to the parties, but it also applies to the property. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life regardless of who may have entered into a contractual agreement or who may be in possession. The binding commitment required cannot be satisfied solely with a contract between the parties. Pursuant to 24 CFR § 1000.144, in order for it to be satisfactory to HUD, a written use restriction that is placed on the assisted property and must run with the land; hence, binding commitments must be recorded.

**Affordability Period:** The first primary objective of NAHASDA, as stated in Section 201(a)(1), is: "...to develop, maintain, and operate affordable housing...for occupancy by low-income Indian families." Every time IHBG funds are spent on a property, an investment is made in low-income families in the community. The return on that investment is the period of continued future use during which the property will be available for use by low-income families. That period of future use is the affordability period or useful life for that property.

Housing units that are constructed, developed, and/or rehabilitated using IHBG funds must establish a useful life to ensure the property will remain available to low-income families.

**Determination of Affordability Period:** Generally, the affordability period is the period of time during which the property will be available for use by low-income families. It should be the remaining useful life of the property, as approved by HUD, or the longest feasible period of time consistent with sound economics and the purposes of NAHASDA, as approved by HUD.

In determining a property's affordability period or useful life, a recipient could use a tiered schedule similar to that used in the Department's HOME program to determine the affordability period. This would specify a number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence. For example:

<u>IHBG Funds Invested</u>	<u>Affordability Period*</u>
Under \$5,000 .....	6 months
\$5,000 to \$15,000 .....	5 years
\$15,001 to \$40,000 .....	10 years
Over \$40,000 .....	15 years
New construction or acquisition of newly constructed housing.....	20 years

\* NOTE: For relatively minor investments, the designated affordability period can be some nominal period of time, but NAHASDA requires that some period be designated, and that it be secured with a binding commitment. Additionally, if the reasonable affordability period is less than one year, a binding commitment is required; however, it is not necessary to record the written use restriction for purposes of complying with NAHASDA. It is good business practice,



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however, to record the written use restriction for purposes of giving notice to subsequent purchasers. The dollar ranges and/or the corresponding number of years may differ from those shown above depending upon local conditions. The recipient may choose to assign a longer affordability period in order to ensure the availability of a larger continuing affordable housing supply for low-income families.

If the recipient chooses to use some other method of assigning the affordability period, the IHP should describe how the method provides for an affordability period with appropriate consideration given to any unique local conditions. In setting a useful life, a specific number of years should be given for the affordability period, not a range of years (e.g., 30 to 40 years) or a general statement. The number of years should also be without ambiguous qualification (e.g. "about," "approximate," "if properly maintained," "planned," "expected," "estimated," etc.). Similarly, the designated affordability period should in no way be contingent upon the continuation of IHBG funding.

**Reporting Useful Life:** A description of the recipient's plan or system for determining the useful life of the housing it assists with IHBG funds must be provided in the IHP. A record of the current, specific useful life for housing units assisted with IHBG funds should be maintained in the recipient's files and be available for review.



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## NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT USEFUL LIFE/USE RESTRICTION,

(Indian Housing on Fee Land with Single Recovery Amount)

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THE FOLLOWING PROPERTY (HEREIN AFTER THE **Property**) IS HEREBY  
MADE SUBJECT TO A LIEN AND COVENANT RUNNING WITH THE  
LAND:

Address: \_\_\_\_\_

Located at: \_\_\_\_\_

Lot \_\_\_\_\_, in the subdivision known as \_\_\_\_\_,  
shown by map on file in Book No. \_\_\_\_\_, pages \_\_\_\_\_ through  
\_\_\_\_\_ of Maps \_\_\_\_\_, Records of County of \_\_\_\_\_,  
and State of \_\_\_\_\_.

or

Legal description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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This Useful Life/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 the **Owner**), who  
is the owner(s) of the Property. The Land Restriction is imposed because Indian Housing Block Grant  
(IHBG) funds to benefit the Property have been granted or loaned by \_\_\_\_\_, an Indian  
Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or  
facilitate low-income Indian housing.

### 1. DEED RESTRICTED

1.1 Use Restrictions. The Property shall be used only for eligible Indian Housing Block Grant affordable  
housing activities and that facility occupancy shall only be by those entities providing such  
activities/services.

1.2 Subsequent Owners: Will be subject to this Land Restriction for the remaining affordability period.

1.3 Restricting Owners: 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



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1.4 Covenant Running With the Land: The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.5 Term: This Land Restriction, including all of its rights, restrictions, covenants and agreements shall expire ( ) years from the date of this Land Restriction agreement (hereinafter the Term), which shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter the Termination Date). As of the Termination Date, this Land Restriction shall expire by the own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

## 2.0 ENFORCEMENT

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

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$ ) to the Owner or Property and shall be entitled to recover this amount in its entirety for any violation of the Land Restriction agreement during the Term of the Land Restriction.

2.3 Rights to Recover Other Costs by the Tribe. 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 Restriction agreement.

## 3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE

3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: \_\_\_\_\_, that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

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

3.3 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute 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.



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## 4.0 USEFUL LIFE.

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

## 5.0 MISCELLANEOUS

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

5.2 Severability. If any provision of this Land Restriction is held by a court 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.

Executed as of the date first written above

OWNER(S):

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State of Oklahoma

County of: \_\_\_\_\_

This document was signed before me on (m/d) \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Notary Signature: \_\_\_\_\_

Expiration date: \_\_\_\_\_

[ Seal ]



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## NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT (Trust Land with Single Recovery Amount)

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This Useful Life/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 the **Lessee**), and \_\_\_\_\_ (hereinafter the **Lessor**), by adding to/amending a land lease between the same parties dated \_\_\_\_\_, Lease No., Contract No. \_\_\_\_\_, and the portion of the leased property being restricted is described in Attachment A to this Land Restriction and is also imposed on any dwelling unit and other improvements thereon, (hereinafter the **Property**).

The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by \_\_\_\_\_, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

### 1. LEASE RESTRICTED

1.1 Use Restrictions. Each dwelling unit in or on the Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe who are low-income. The terms “federally recognized tribe” and “low-income” as used herein are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter NAHASDA), 25 U.S.C. §§ 4101, et seq.

1.2 Restricting Lessee and Subsequent Lessees. Family or household members who take Subsequent Lease will not be subject to the binding agreement. However, the binding commitment will not terminate upon subsequent family/household lease, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction for the remaining affordability period.

1.3 Restricting Lessee and Subsequent Lessees. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be added to the lease and binding and enforceable against the Tribe, the Lessee, and any successor, heir, or sublessee of the Property; however, subsequent Lessees that are family members or household members are not subject to this Land Restriction. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction.



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1.4 Covenant Running With the Land. The Lessor declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.5 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire ( ) years from the date of this Land Restriction agreement (hereinafter the Term), which shall be the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter the Termination Date). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

## 2.0 ENFORCEMENT

2.1 Right to Enforce or Recover Damages. The Lessor and the Tribe have all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the low-income and members of a federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction. The Tribe also has the option of levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Lessor, or to the Lessee, by the Tribe under its low-income Native American housing programs.

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$ \_\_\_\_\_) to the Lessor or Lessee or Property and shall be entitled to recover this amount in its entirety for any violation of the Land restriction agreement during the Term of the Land Restriction.

2.3 Rights to Recover Other Costs by the Tribe. The Lessor and Lessee, as well as subsequent Lessors and Lessees of the Property, individually or together, shall be additionally 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 Restriction agreement.

## 3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE

3.1 Notice. The Lessor and Lessee, and any subsequent Lessor and Lessee of the Property, are each obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: \_\_\_\_\_ that they intend to change occupancy, lease, sell, or convey the Property. Such Notice(s) shall be given no less than sixty (60) days prior to the Lessor or Lessee binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Lessor and Lessee of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Lessor and Lessee and subsequent Lessors and Lessees in finding individuals eligible under this



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Land Restriction agreement to occupy, rent, or lease the property.

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

## 4.0 USEFUL LIFE.

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to HUD, 25 U.S.C. § 4135(a)(2). In section 1.5 of this Land Restriction agreement, a Term has been set for this Land Restriction and the Tribe has determined and additionally warrants that the Term is not less than what is acceptable to the HUD for this property and the nature of the NAHASDA assistance given.

## 5.0 MISCELLANEOUS

5.1 Amendment. Any amendment to this Land Restriction by a Lessor or Lessee of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement.

5.2 Other Use Restrictions. Other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement and its terms.

5.3 Severability. If any provision of this Land 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.

5.4 Notice of Foreclosure. A lender shall give the Tribe sixty (60) days' notice of its intent to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure. During the sixty (60) day period, the Tribe, its successors or assigns, shall have the right, but not the obligation, to purchase the mortgage for the amount due hereunder (including applicable expenses), and in such event the lender shall deliver to the purchaser such assignments and other evidentiary documents as the purchaser shall reasonably request.

5.5 Termination of Land Restriction. If a lender acquires the Property by foreclosure or by deed in lieu of foreclosure under its mortgage, after giving the Tribe the required sixty (60) days' notice, the right and restrictions contained in this Land Restriction shall terminate, and the Property shall become free from the rights and restrictions in this Land Restriction. Notwithstanding the foregoing, nothing shall prevent a lender from selling the Property subject to this Land Restriction to an eligible buyer in any foreclosure proceeding or after acquisition of title to the Property. The Tribe shall, upon request, provide a determination as to a purchaser's qualifications as an eligible buyer. In such case, the lease shall indicate that the Property is being conveyed subject to this Land Restriction. In addition, if the Tribe, or its successors or assigns, purchases the Property at a foreclosure sale or from a lender, the Tribe, or its successors or assigns may resubject the Property to this Land



# Pawnee Nation Housing Authority

P.O. Box 408, Pawnee, OK 74058 \* Phone: 918-762-3454 \* Fax: 918-762-2284  
Email:[pawneenationha@sbcglobal.net](mailto:pawneenationha@sbcglobal.net) \* website:[www.pawneenationhousing.org](http://www.pawneenationhousing.org)

Restriction by supplemental recording.

Executed as of the date first written above.

LESSOR:

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LESSEE:

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CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Date: \_\_\_\_\_

=====  
State of Oklahoma  
County of: \_\_\_\_\_

This document was signed before me on (m/d) \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Notary Signature: \_\_\_\_\_

Expiration date: \_\_\_\_\_

[ Seal ]



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UNIT INFORMATION				
1. Unit Number/ Property	2. Unit Address/Location	3. Land Status	4. Unit Type	5. Current Owner

ASSISTANCE INFORMATION			
6. Date Assisted	7. Type of Assistance	8. Amount of Assistance	9. Funding Sources Requiring Restrictions

USE RESTRICTIONS (IF ANY)			
10. Use Restriction Document	11. Length of Restriction	12. Start Date	13. End Date

## INSTRUCTIONS AND NOTES:

1. Unit Number
2. Physical address and/or physical location of unit
3. Fee or Trust
4. Detached Single-Family or Multi-Family Building
5. TDHE, Individual, Tax Credit Partnership, etc.
6. Date when assistance provided
7. Downpayment, rehabilitation, rent subsidy, new construction, etc.
8. Enter dollar amount
9. IHBG, ICDBG, Tax Credits, Recipient Imposed, etc.
10. Deed, Lease Addendum, Contract, Promissory Note
11. Total Months
12. Date use restriction begins
13. Date use restriction ends



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## PROGRAM GUIDANCE 2025-01

**IHBG Guidance:** Notice PIH 2024-07: Calculating Annual Income for Purposes of Eligibility under NAHASDA addresses the three Annual Income definitions that recipients may adopt in their policies to compute Annual Income to determine program eligibility.

Pursuant to 24 CFR §1000.10, median income for the IHBG program is defined as the greater of:

- The median income of the counties, or their equivalent in which the Indian area is located, or the median income for the United States. Tribes with large reservations or those that encompass more than one county may have more than one income limit. Tribes or Tribally Designated Housing Entities (TDHE) may set income limits for multi-county reservations at the income limit level of the county with the highest income limits.
- If the MFI limit for a county located within your Indian area is lower than the United States MFI limit, you must use the U.S. MFI limit. The U.S. MFI for FY 2025 is \$104,200. Therefore, the adjusted income limits broken by family size and 80 and 100 percent (80/100%) of MFI are shown below.

2025 Median Family Income			\$104,200		United States			
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$58,352	\$66,688	\$75,024	\$83,360	\$90,029	\$96,698	\$103,366	\$110,035
100%	\$72,940	\$83,360	\$93,780	104,200	\$112,536	\$120,872	\$129,208	\$137,544

## 2025 MFI Limits for Families with More Than Eight Members

MFI Limits for families of various sizes are determined by the following percentage relationship with the 4-person family size as the "Base" determinant.

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
70%	80%	90%	BASE	108%	116%	124%	132%

To calculate the MFI Limits for families with more than eight members, use the four-person income limit as the base amount. Multiply the base amount by increments of eight percent (8 %), increasing for each additional person as shown in the following table.

9 Persons	10 Persons	11 Persons	12 Persons	13 Persons	14 Persons	15 Persons	16 Persons
140%	148%	156%	164%	172%	180%	188%	196%

For example, to calculate the 10-person, 80 percent 2024 U.S. MFI limit, first find that for 4-persons. The 4-person, 80 percent 2025 MFI limit is equal to \$83,360. Next, multiply this "Base" amount by 148% since we are extrapolating it to a 10-person household. One hundred and forty-eight percent is equal to 148/100, which is equal to 1.48. The result for 10-person, 80 percent is  $\$83,360 \times 1.48 = \$123,373$ .



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## FOR OFFICE USE ONLY

Date Received in PNHA Office: \_\_\_\_\_

Signature of PNHA Staff Receiving application: \_\_\_\_\_

### CHECKLIST FOR ELIGIBILITY:

Signed Application	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Proof of ownership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Proof of Tribal affiliation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Proof of Insurance	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Proof of income	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Resides in Service Area	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

City/Zip: \_\_\_\_\_

Veteran	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Elder (65+)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Disabled	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Total Household Members \_\_\_\_\_  
Total Dependents \_\_\_\_\_

INCOME: Total Annual Income: \$ \_\_\_\_\_ Is Household under 80% Median?  Yes  No

If no, is applicant eligible for POH Over-Income Program?  Yes  No

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### OFFICE USE ONLY:

Does Applicant owe money to Housing?  Yes  No If yes, amount owed: \$ \_\_\_\_\_

Approve  Deny  Date: \_\_\_\_\_ Manager Initials: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

VENDOR: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

VENDOR: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_

TOTAL PROJECT: \$ \_\_\_\_\_

Amount Paid by PNHA: \$ \_\_\_\_\_ Amount Owed by Applicant: \$ \_\_\_\_\_

PROGRAM:  REHAB  MODERNIZATION  POH NAHASDA  POH OVER-INCOME  
 POH non-NAHASDA

SIGNATURE OF APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_