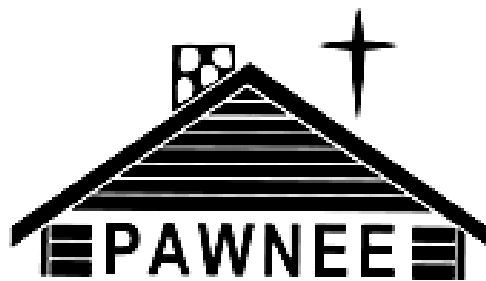


Pawnee Nation Housing Authority

# REHABILITATION AND MODERNIZATION

POLICY AND APPLICATION





# 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)

## TABLE OF CONTENTS

<b>POLICY STATEMENT.....</b>	<b>2</b>
<b>1. GENERAL STATEMENT.....</b>	<b>2</b>
<b>2. PURPOSE.....</b>	<b>3</b>
<b>3. APPROVAL PROCESS.....</b>	<b>3</b>
<b>4. ALLOWABLE USES.....</b>	<b>3</b>
<b>5. UNALLOWABLE USES.....</b>	<b>3</b>
<b>6. PAYMENT FOR MATERIALS, CONSTRUCTION COSTS AND/OR CONTRACTOR SERVICES.....</b>	<b>3</b>
<b>7. INSPECTIONS.....</b>	<b>4</b>
<b>8. ELIGIBILITY REQUIREMENTS.....</b>	<b>4</b>
<b>9. RESALE RESTRICTION / USEFUL LIFE.....</b>	<b>4</b>
<b>10. OTHER REQUIREMENTS.....</b>	<b>5</b>
<b>11. APPENDICES.....</b>	<b>5</b>



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## REHABILITATION / MODERNIZATION POLICY

### **Policy Statement**

The Board of Commissioners of the Pawnee Nation Housing Authority (PNHA) recognizes the need to establish procedures regarding the rehabilitation or modernization on privately owned homes that belong to tribal members and other eligible participants who are unable to acquire assistance from other agencies. The PNHA may provide assistance, with approved budget amounts through the Indian Housing Plan (IHP), for the rehabilitation and modernization of privately owned homes that are owned by enrolled members of the Pawnee Nation and other eligible participants.

Individuals and families who apply for assistance funded by the PNHA using Indian Housing Block Grant funds must meet eligibility standards established by NAHASDA along with other agencies or financial institutions that may be partners in these programs.

### **1. General Information**

- a. The PNHA will provide assistance to pay for rehabilitation/modernization expenses, building permits, local licensing requirements, for privately owned homes.
- b. Eligible low-income families of the Pawnee Nation may receive rehab assistance only when funds are approved in the IHP for the rehabilitation or modernization of privately owned homes. The amount of the assistance per home will be established on a year to year basis as funds are available.
- c. Participation in the rehabilitation or modernization grant program is limited to low-income families as defined by the PNHA and Federal Regulations. Participants will be required to provide documentation to verify the determination of low-income status.
- d. The Executive Director or their designee shall review and approve each rehabilitation and modernization policy application. Eligible low-income families must make their request for rehabilitation/modernization on an application form developed by the PNHA.
- e. The PNHA shall determine the maximum dollar amount that may be spent on the rehabilitation/modernization of eligible homes. The PNHA performs all work and/or contracts some of the work to be performed out to third parties. At no point does the participant receive any payment nor do they direct any of the work to be performed.

### **2. Purpose**

- a. This policy describes the type of work that is allowable and the steps that must be followed to request payment for the rehabilitation/modernization work. The homeowner that requests this assistance will not be allowed to use rehabilitation/modernization fund for luxury items, as determined by the PNHA. Each request will be considered on a case-by-case basis. The PNHA will prioritize items to be completed. For example, roofs will be repaired before carpet is replaced.
  1. Betterment is defined as: Any improvements made to the home or grounds that do not result in additional square footage.
  2. Additions are defined as: Any improvements made to the home that will result in additional square footage. Any request made by the homebuyer/homeowner to make additions or



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structural changes to the home shall be submitted to the PNHA in writing with a plan and drawing of the proposed change(s) for approval.

### **3. Approval Process**

a. The PNHA will require the homebuyer to submit the following documents.

1. A written application.
2. Proof of ownership of the structure to be rehabilitated/modernized.
3. Proof of Tribal affiliation.
4. Proof of insurance (house & flood).
5. Proof of income.
6. Family composition.

### **4. Allowable Uses**

- a. Rehabilitation/modernization of home to make accessible to persons with disabilities including handicapped bathroom(s), doorways, entrance ramps, etc.
- b. Repairs and/or replacement of items that have been identified in a home inspection. Damaged items that create a hazard to the life, health, or safety of the occupants or cause serious damage to the property shall have priority over other requests. An inspection of the home shall be performed by a housing inspector.
- c. Improvements may be installation of carpet, upgrade of windows, cabinets, doors, lighting and plumbing fixtures, electrical, insulation, fencing, repair of roof or other items as determined by the PNHA.
- d. Replacement of appliances such as kitchen stoves, vent hoods, refrigerators, water heaters, furnaces, A/C units and other items as determined by the PNHA.
- e. Building additional bedrooms using garage space when these items help to alleviate overcrowding or enhance the peaceful enjoyment of the home as determined by PNHA and within the confines of the budget.
- f. Repairs shall be made in accordance with the PNHA prioritization schedule.

### **5. Unallowable Uses**

- a. Rehabilitation/modernization funds shall not be used for luxury items as determined by the PNHA such as hot tub, spas, swimming pools, electronic equipment, or household furniture.

### **6. Payment for materials, construction costs and/or contractor services**

- a. The PNHA will make direct payment to the party performing the work or to the vendor where the purchase for material was made using the PNHA Purchase Order System. At no time will payments be made directly to the homebuyer for any material or contractor invoices.
- b. For the construction of additions or major improvements, payments shall be processed in accordance with the adopted Procurement Policy and/or contract documents.

### **7. Inspections (Note; all homes will be inspected for livable conditions and must not be in a condemned, dilapidated or unsafe condition).**

- a. For construction of additions or structural changes, the PNHA will conduct an interim



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inspection, and upon completion of the project, a final inspection will be performed with the homebuyer or homeowner. A certification of completion will be signed by the homebuyer or homeowner along with the PNHA.

- b. All completed rehabilitation/modernization work must be inspected by a housing inspector to assure that work completed meets any Housing Quality Standards established by the PNHA, if applicable.
- c. All homes must be inspected prior to being rehabilitated/modernization to assure that the proper level of environmental review has been conducted in accordance with the National Environmental Policy Act (NEPA) 24CFR1000.18 and any other applicable statutes, regulations and Executive Orders.
- d. All homes must have been inspected for the existence of any lead-based paint prior to Being rehabilitated/modernization in accordance with HUD regulations entitled Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazard in Federally Owned Residential Property and Housing Receiving Federal Assistance contained in 24CFR1000.40 or Subpart C of 24CFR35.
- e. All homes will be inspected for infestation (i.e., termites, bedbugs, cockroaches, mice).

## **8. Eligibility Requirements**

- a. An individual or family must first meet the following eligibility requirements to be eligible for a rehabilitation/modernization from the PNHA:
  1. Be an enrolled member of the Pawnee Nation or other established criteria of tribal membership.
  2. Show proof of ownership (deed).
  3. Be a low-income family as defined by NAHASDA, the PNHA and Federal Regulations.
  4. Reside within the service area as defined in the PNHA Indian Housing Plan.

## **9. Resale Restriction**

- a. Documents for the Rehabilitation/Modernization Program shall include resale restrictions. (For example, if the owner sells or transfers title to the home within a five-year period the entire amount of the cost of rehabilitation on the home will be required to be paid back to the PNHA). **USEFUL LIFE POLICY**

## **10. Other Requirements**

- a. The homebuyer/homeowner shall be responsible for having warranty work performed on any manufactured appliances or materials used in the rehabilitation b/modernization of their home.
- b. The PNHA may require the participants in any rehabilitation/modernization program to participate in counseling programs sponsored and/or paid for by the PNHA.
- c. All eligible applicants selected to participate in the PNHA rehabilitation/modernization program shall sign a Rehabilitation/Modernization Program Agreement.

## **11. Appendices**

- a. Rehabilitation/Modernization Program Application.
- b. Needs Analysis
- c. Useful Life forms



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## APPLICATION

Check one applying for: \_\_\_\_\_ Rehabilitation \_\_\_\_\_ Modernization

Applicant Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Street Address or P.O. Box #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Have you ever received rehab or modernization home services with the Pawnee Nation Housing Authority Program?  Yes  No If yes, what type of service did you receive and what year?

\_\_\_\_\_

\_\_\_\_\_

Do you own your own home?  Yes  No If yes proof of ownership required.

Do you have Homeowners Insurance?  Yes, please provide copy  No, it is required, please read attached policy.

### 1. Family Composition

#### A. Persons who live in your home

Family Member Number	Name(s) of your Family Members	Relationship to You	Date of Birth	Gender (M or F)	Social Security Number
1.		Self			
2.					
3.					
4.					
5.					
6.					
7.					

B. Tribal Enrollment:  Yes  No Affiliation: \_\_\_\_\_ CDIB #: \_\_\_\_\_

C. Are you or your spouse a person with a disability?  Yes  No

D. Are any other members of your family who will live in your home persons with disabilities?  Yes  No

If yes, which family member: \_\_\_\_\_ Age: \_\_\_\_\_



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## 2. Estimated Family Income (for next 12 months)

### A. Income from employment of all family members receiving income or other sources.

Family Member Number	Employer Name(s) & Address	Rate Per Hour	Rate Per Week	Total Per Year
1.		\$	\$	\$
2.		\$	\$	\$
3.		\$	\$	\$

### B. Other Income

SOURCE	Rate Per Month	Total Per Year
VA	\$	\$
Social Security	\$	\$
S.S.I.	\$	\$
Unemployment	\$	\$
Pensions	\$	\$
Leases and IIM Acct.	\$	\$
Own Business	\$	\$
Other* Retirement	\$	\$

\*Other sources of income include alimony, relief, service allotments, assistance from relatives, payments for foster children, and any other regular source of income. Please do not list income that cannot be anticipated with certainty.

C. Total family income for next 12 months \$ \_\_\_\_\_

D. Please provide of copies of the most recent IRS 1040 forms for self-employed applicants or bank statements, SS, SSI and most recent income verification forms from employers for all applicable members of the family.

## 3. Present housing condition and rehabilitation / modernization needs

Please complete the attached rehabilitation / modernization inventory of needs

## 4. Signature and consent to release information

I understand that this application is not a contract and is not binding in any manner. I hereby authorize the PNHA to obtain any and all information necessary for the purpose of verifying the statements made above. I also understand that it is my responsibility to inform the PNHA if there is any change in my family status along with reporting any changes in income, living conditions and change of address.

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Co-Applicant Signature

\_\_\_\_\_  
 Date



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## CERTIFICATION

I, \_\_\_\_\_ (applicant) and \_\_\_\_\_ (co-applicant if applicable) do hereby attest that I (we) have read the policy and guidelines of the Rehab/Modernization Program and fully understand them. Further, we fully agree to all stipulations three (3) through ten (10) contained within same. I (we) understand that this contractual agreement is only a part of the full Policy set forth in the Policy and Guidelines and I (we) are in possession of a full original copy. Further, I (we) agree that we understand that all maintenance and upkeep of the home after rehab services will be fully borne by me (us) and that no further services will be provided by Pawnee Nation Housing Authority.

\_\_\_\_\_  
Applicant and Date

\_\_\_\_\_  
Co-Applicant and Date

\_\_\_\_\_  
Executive Director / Date

\_\_\_\_\_  
BOC Chair / Date

### NOTARY STAMP

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

NOTARY EXPIRES: \_\_\_\_\_.

NOTARY COMMISSION: \_\_\_\_\_.

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





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PRESENT HOUSING CONDITIONS AND REHABILITATION NEEDS INSPECTIONS		
Please give a brief description of the problems and list improvements needed for your home: (1 = High Priority, 2 = Moderate Priority, 3= Low Priority, 4 = No Improvement Needed)		
SERVICES FOR 20____		
ROOF (ONLY)		
CEILING		
WALLS		
FLOORING		
FOUNDATION		
DOORS		
WINDOWS		
PORCH		
ELECTRICAL		
CABINETS		
WATER HEATER		
PLUMBING		
LAVATORIES		
SINKS		
SEWER LINE		
WATER LINE		
HEAT/AC SYSTEM		
ATTIC FAN		
VENTING		
OTHER (LIST)		

Please List any comments:




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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



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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, 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)

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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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 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):

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

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

=====

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)

-----

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 Lessess. 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





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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 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 be 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



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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 Restriction by supplemental recording.

Executed as of the date first written above.

LESSOR:

LESSEE:

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

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

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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## PROGRAM GUIDANCE 2023-01

Tribes with large reservations or those that encompass more than one county may have more than one income limit. To reduce administrative burden, the Tribe or Tribally Designated Housing Entity (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 2023 is \$96,200. Therefore, the adjusted income limits broken out by family size and 80 and 100 percent (80/100%) of MFI are shown below.

### 2023 Median Family Income \$96,200

% Median Income	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$53,850	\$61,550	\$69,250	\$ 77,000	\$ 83,100	\$ 89,250	\$ 95,450	\$101,600
100%	\$67,350	\$77,000	\$86,600	\$ 96,200	\$103,900	\$111,600	\$119,300	\$127,000

### 2023 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%	<b>BASE</b>	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 Person	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 2023 U.S. MFI limit, first find that for 4-persons. The 4-person, 80 percent 2023 U.S. MFI limit is equal to \$77,000. 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 is  $\$77,000 \times 1.48 = \$113,960$ . Rounding to the nearest \$50, as is ONAP’s policy, results in the 10-person, 80 percent 2022 U.S. MFI limit being \$113,950.



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## FOR OFFICE USE ONLY

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

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

### CHECKLIST FOR ELIGIBILITY:

Signed Application \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Proof of ownership \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Proof of Tribal affiliation \_\_\_\_\_ Yes \_\_\_\_\_ No Tribe: \_\_\_\_\_  
 Proof of Insurance \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Proof of income \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Resides in Service Area \_\_\_\_\_ Yes \_\_\_\_\_ No City/Zip: \_\_\_\_\_

Veteran \_\_\_\_\_ Yes \_\_\_\_\_ No Total Household Members \_\_\_\_\_  
 Elder (65+) \_\_\_\_\_ Yes \_\_\_\_\_ No Total Dependents \_\_\_\_\_  
 Disabled \_\_\_\_\_ Yes \_\_\_\_\_ No

### Income:

	Name	Type of Income	Monthly/Bi-weekly/Weekly	Monthly Amount	Annual Amount
1.					
2.					
3.					
4.					

TOTAL ANNUAL INCOME: \$ \_\_\_\_\_

HOUSEHOLD UNDER 80% MEDIAN? \_\_\_\_\_ Yes \_\_\_\_\_ No

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_ REASON: \_\_\_\_\_  
 DATE APPR/DEN: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_  
 VENDOR: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_  
 VENDOR: \_\_\_\_\_ AMOUNT: \$ \_\_\_\_\_  
 TOTAL PROJECT: \$ \_\_\_\_\_ REHAB: \_\_\_\_\_ MODERNIZATION: \_\_\_\_\_  
 SIGNATURE OF APPROVAL: \_\_\_\_\_