

Walker River Housing Department

Homeownership Program

ELIGIBILITY, ADMISSION, PAYMENT AND OCCUPANCY POLICY

Policy Statement

The general purpose of this policy is to serve as a guide for the Walker River Housing Department (WRHD) in determining Homeownership eligibility and admission of applicants, selection criteria, and occupancy standards. It is to also provide for consistent, equitable, and uniform treatment of clients; a basis for decision making for the WRHD; a training manual for staff.

All families which include single persons who apply for a unit with the Walker River Paiute Tribe shall initially only be considered for a Rental unit. Only those persons who through careful determination indicate the aptitude to make the required payments in full and on time, maintain utilities, comply with program requirements, keep the unit and surrounding lot and public areas in a clean and hygienic state, not infringing on the peaceful enjoyment of other residents and visitors of the Walker River Paiute Reservation shall be permitted to move into and continue residency in a Rental unit. After a period of three (3) years a family who has consistently met the requirements of the program and has shown sufficient income and responsibility may request a conversion to a homeownership program and begin purchasing a home (which may or may not be the home currently occupied).

- I. **Application of Homeownership Policy:** This policy is applicable to all low income Indian Families who are eligible to receive a WRPT Standard Home site Assignment with a preference for members of the WALKER RIVER PAIUTE TRIBE.
- II. **Eligibility for Housing.** This section is to determine who is eligible to participate in WRHD Homeownership programs. Applicants must meet all of the following requirements to be eligible for the Homeownership program.
 - A. **Family Composition:** An applicant must qualify as a family defined as two or more persons who are related by blood, or marriage, or operation of law acceptable to the Walker River Paiute Tribe and who have evidenced a stable family relationship; OR a single person who lives alone.
 - B. **Income Limitations**
 1. **Maximum income:** the applicant must qualify as a low income family, defined as a family whose income does not exceed 80% of the median income for the

Mineral/Lyon/Churchill County, Nevada area or the United States (whichever is higher). Income limits are adjusted for family size and updated on an annual basis.

2. Income sufficient to comply with the program requirements. Under the WRHD Homeownership housing program, participants are required to satisfy obligations such as Homeownership payments, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements. The minimum income acceptable, adjusted by Homeownership unit size:

(2) two bedroom Homeownership unit- a minimum adjusted annual family income of \$14,500

(3) three bedroom Homeownership unit- minimum adjusted annual family income of \$18,500

(4) four bedroom Homeownership unit- minimum adjusted annual family income of \$24,500

(5) five bedroom Homeownership unit - minimum adjusted annual family income of \$24,500

3. Ongoing source of income. An applicant must demonstrate a stable income in order to be eligible. The applicant(s) must have been employed by the same employer(s) for at least 12 months or have maintained a stable income at an acceptable level for the past 12 months in order to meet this requirement.
4. Estimating income. The applicant's annual income will be determined by estimating the anticipated total income from all eligible sources to be received by all members of the family over the next 12 months.

C. **Income verifications.** In order to determine that data which determines the eligibility, selection, preference, and payments to be charged are accurate, such data must be verified. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be obtained, the WRHD at its discretion may allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification, or affidavit signed by the applicant, and stating the information submitted is true and accurate.

Complete and accurate verification records, consisting of, but not limited to the following, are to be maintained.

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
2. Copies of documents in the applicant's possession which substantiate his/her statements, or a brief summary of the contents of such documents signed and dated by the staff who viewed them.

3. Certified statements, or summary data from bank account, from self-employed persons, and from persons whose earnings are irregular setting gross receipts, itemized expenses and net income.
 4. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- D. FAMILY INCOME

"Family Income" means the anticipated total income from all sources received by the family and by each family member of the family, including all net income derived from assets, for the 12-month period following the effective date of the initial determination or reexamination of income, exclusive of certain types of income as provided in paragraph B, below:

A Family Income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal service.

(2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(3) Interest, dividends, and net income of any kind from real or personal property. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000.00, Family Income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

(4) The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts.

(5) Payments in lieu of earnings, such as unemployment, and disability compensation, social security benefits and severance pay.

(6) Welfare assistance payment.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

(8) All regular pay, special pay and allowances of a family member currently in the Armed Forces.(9) Payments to the family for support of a minor, or payments made nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member for his support.

(10) The net income from operation of a business or profession.

(11) Any earned income tax credit to the extent it exceeds income tax liability.

(12) Lottery winnings paid in periodic payments.

(13) Receiving monetary contributions or gifts regularly from persons not living in the unit. (Includes rent or utility payments regularly paid on behalf of the family).

(14) Income of temporarily absent family member. After determining that such persons are, in fact, still members of the household, include all of their income, even though part of it may not be available to the household.

(15) Income of persons permanently confined to a hospital or nursing home. Such persons may not be named head of household. The family has the choice of:

(a) Including the confined person's income and taking advantage of any deductions for which the confined person would qualify; or

(b) Excluding both income and deductions attributable to the confined family member.

B Family Income does not include the following:

(16) Income from employment of children (including foster children under the age of 18 years).

(17) Payments received for the care of foster children.

(18) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:

(a) Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4636);

(b) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017);

(c) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 (g) 5058);

- (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626a);
 - (e) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - (g) Payments received from the Job Training Partnership Act (29 U.S.C. 1552b);
 - (h) The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 140-7-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 17);
 - (i) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In re Agent Orange product liability Litigation, M.D.L. No 381 (E.D.N.Y.).
 - (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution.
 - (k) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
- (19) Casual, sporadic or irregular gifts.
 - (20) Amounts that are specifically for, or in reimbursement of, the cost of Medical Expenses for any member of the family.
 - (21) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses (but see paragraph 5 of Income Inclusions).
 - (22) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the

Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student. Any amounts of such scholarships or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income.

(23) The hazardous duty pay to a Family member serving in the Armed Forces and exposed to hostile fire.

(24) Income of a Live-in Aide defined as a person essential to the care and well-being of an elderly, disabled or handicapped person, whether or not the elderly, disabled or handicapped person is a member of an "elderly family."

(25) Amounts received under eligible training programs funded by HUD.

(26) Amounts received by a disabled person that are disregarded for limited time for purposes of Supplemental Security Income Eligibility and benefits because they are set aside for use under the Plan to Attain Self-Sufficiency (PASS).

(27) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

E. **Social Security Number Requirements.** The applicant must furnish the WRHD with social security numbers and copies of social security cards for each family member (adult and child) or person listed on the application. This will be used to identify family member to research suitability for residence in Homeownership units.

III. Receipt of Applications and Determination of Eligibility

A. Application. This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for determining eligibility.

1. Application Process. The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification.

2. All applications shall be signed by one person. That person's identity will be used to determine eligibility and preferences.
3. Applications shall be received at the WRHD offices located at 1063 Hospital Rd. Schurz, NV 89427 or at WRHD Box 238 Schurz, NV 89427. All applications are to be fully completed and signed using indelible ink. Immediately on receipt, the application will date stamped. Completed applications may be mailed or delivered in person. Applications deemed incomplete will be returned to the applicant and date stamp will be voided.
4. Verification of all information which affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.
5. Each and every adult (18+ yrs. of age) who will reside in the Homeownership unit must sign a consent form for the release of information at application and through-out residency of a WRHD Homeownership unit.
6. Applicant Responsibilities. The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the application is true and accurate to the best of their knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to provide updated information after 2 good faith attempts by the WRHD at the last known mailing address of the applicant is grounds for placing the application in an inactive file and removing the family from the waiting list.
7. Application File. The WRHD shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. Files will be placed in the one of four categories.
 - a. Eligible. This file contains those applications which have met initial eligibility requirements and have been placed on the waiting list for the Homeownership program.
 - b. Incomplete/Pending. This file contains those applications which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given two weeks to

submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.

- c. Ineligible. This file contains those applications which have not met initial eligibility requirements and have been determined to be ineligible for the Homeownership program.
- d. Inactive. This file contains those applications which have not been updated within two months. Those applicants will be removed from the waiting list and will have to re-apply in order to be placed back on the waiting list. Those applications will receive a new application date but will be permitted to maintain their priority or selection preference, if qualified. Incomplete applications which are not completed in a timely manner will be placed in this file.

B. Eligibility Determination.

1. Eligibility requirements.

- (a) The head of household applicant must be an enrolled member of a federally recognized Indian Tribe or certain state recognized tribes which received funding under the 1937 Housing Act (head of households who are members of the Walker River Paiute Tribe shall have preference over members of any other eligible Indian tribes or Alaska Native Villages). A head of household may be of any gender as determined by the applicant family.
- (b) Low Income which is determined to be less than 80% of the median income for Mineral/Lyon/Churchill, Nevada counties or 80% of the median income for the United States, whichever is higher as accepted by the Department of Housing and Urban Development (HUD)
- (c) Must have reached the age of 18 years of age at the time of application

2. Factors which shall be used to determine ineligibility of an applicant:

- (a) The head of household applicant and all family members must have no outstanding balances due with any WRPT utility, service, program, or other entity under the jurisdictional umbrella of the Walker River Paiute Tribe. The balance must be \$0 or a credit balance, a payback agreement does not suffice to waive this requirement.
- (b) The head of household applicant or any family member have been found to have damaged any property owned or under the jurisdiction of the Walker River Paiute Tribe.
- (c) No person regardless of age who has been convicted by a tribal, federal or any other court of jurisdiction of a sexual offense against another person in any venue shall be considered as eligible to apply for or reside in a

WRHD Homeownership unit unless specifically deemed eligible by the Walker River Paiute Tribal Council.

- (d) No person regardless of age who has been convicted of a crime by a tribal, federal, or any other court of jurisdiction involving the manufacture, growth, transportation, sale or attempt of sale or use of any substance deemed to be illegal any tribal, federal or any other court of jurisdiction shall be considered eligible to apply or reside in a WRHD Homeownership unit unless specifically deemed eligible by the Walker River Paiute Tribal Council.
- (e) The head of household applicant and all family members must have no outstanding balances due to any previous other housing provider. This may include any other tribal entities, public entities, private landlords, etc. A history may be provided of where each adult (18 + years) has resided for the past 5 years on the application.
- (f) The head of household applicant nor any family member have been evicted for any reason from a previous residence for the five (5) years preceding the application date unless specifically deemed eligible by the Walker River Paiute Tribal Council.

- C. Applicant determined eligible. On receipt of a completed application, the WRHD will make a determination of eligibility. An applicant determined to be eligible will be promptly notified in writing and placed on the Homeownership program waiting list.
- D. Applicant determined ineligible. On receipt of a completed application, the WRHD will make a determination of eligibility. An applicant determined to be ineligible shall be promptly notified in writing via USPS Certified mail with return receipt requested. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal. The appeal must be requested within two weeks of the date the notice was mailed. Refusal of the notice does not waive or extend the two week period. An appeal hearing to make a final determination of eligibility shall be scheduled at a reasonable and suitable time of both parties. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.
- E. Waiting List Administration. The WRHD shall maintain a waiting list for the Rental-housing program, separate and apart from any other WRHD program. The list shall be comprised of applicants who have been determined to be eligible (Status as a member of a federally recognized tribe or member of certain state recognized tribes, income, suitability to maintain the peaceful enjoyment of the community).
 - 1. Updating the waiting list. The waiting list shall be updated on a regular basis. It is the responsibility of each applicant to update his or her application at least annually. In order to remain on the waiting list, an applicant must continue to update their application and remain eligible for the Homeownership program.

Applicants who fail to update their applications after requested in two good faith attempts by the WRHD will be placed in the inactive file and lose their original date. The WRHD will update the waiting list on a yearly basis ending 12/31 of each year. Written notices will be sent to applicants as a reminder to update applications. If an applicant wishes to be removed from the waiting list then they must submit the request in writing.

2. Suspending the taking of new applications. The WRHD reserves the right to close the waiting list and suspend the taking of new applications at any given time. The WRHD may also set submission deadlines for inclusion of a particular project, program or funding year.

IV. SELECTION PROCEDURE AND REQUIREMENT

A. General Provision. The WRHD shall select eligible applicants from the Homeownership program waiting list in accordance with the selection preferences (priority) outlined below and the applicant's respective eligibility dates.

B. Order of Selection. Eligible applicants will be categorized according to the following priority groups, with group one having the highest priority. Once all of the applicants in group one have been served, group two applicants will be served and so forth.

1. Applicant family head of household is an adult (18+ years) and enrolled Walker River Paiute tribal member. The applicants within this category shall be sorted with a determination of unit size based on occupancy standards and application date (oldest date first).
2. Applicant family head of household is an enrolled member of any other federally recognized Tribe or Alaska Village or certain state recognized tribes who received funding under the 1937 Housing Act.

C. Screening of Applicants. Before placement in a unit or receipt of service, the WRHD shall conduct a thorough screening process of each applicant to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The WRHD may request a report from a consumer credit reporting agency. The WRHD will request information from former landlords detailing the payment history (from up to five years). If negative record then applicant must complete a credit counseling class or course to continue to be considered eligible. A negative report does not exclude the applicant, but gives notice to the WRHD that counseling work is needed.

2. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor house keeping practices, or other activities which may endanger or be detrimental to other Homebuyers.
 3. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other Homebuyers. The WRHD will request information from law enforcement agencies and the National Crime Information Center.
- D. **Determination of Suitability.** In determining whether an applicant is suitable for admission, the WRHD shall review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be unsuitable for admission, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of their right to appeal. The request for appeal must be submitted within TWO weeks of the date of the notice. An appeal hearing to make a final determination on the matter shall be scheduled at a suitable time of both parties.
- E. **Notification of Selected Applicants.** Promptly after an applicant family has completed the screening process and has been determined to be suitable for admission, the family will be notified in writing of their selection. The notification will include the following:
1. A statement that the family has been selected for participation in the Homeownership program.
 2. A statement that the family will be required to participate in mandatory counseling/training sessions before occupancy.
 3. A statement that the Homeownership Lease Agreement will need to be executed if the family is willing and able to accept the unit.
 4. A statement that admission and contract execution is subject to final income and eligibility verification.
 5. A statement that the family has (10) calendar days to respond to the notice, either by accepting or rejecting the unit offered.
 6. A statement that failure to respond within (12) calendar days shall be regarded as a rejection to the offer. The date of formal rejection and new application date will be (14) calendar days after the notification of selection.

7. A statement that a rejection of the offer shall result in the family receiving a new application date (which will be the date of formal rejection) and that their application will be placed at the bottom of their priority group on the waiting list.
8. A statement that the notice is not a contract and does not obligate the WRHD in anyway.

The selection factors include the availability of units, site selections, and funding.

F. **Transfer Policy.** Any family requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. The WRHD may approve transfers for the following: size of unit not compatible, change in income level, employment, or other relevant factors. Two families may transfer (trade) units if both parties agree that it is in their best interest and the WRHD approves.

1. Families must be current. In order to transfer, a family must be current on their house rent.
2. Maintenance and repairs. All necessary repairs and rehabilitation of the unit will be charged to the current homebuyer before move out.

G. **Occupancy Standards.** To prevent overcrowded conditions and wasted space, Homeownership homes may be assigned according to the following schedule. The WRHD may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in the family composition, availability of unit sizes, etc. This may include allowing a smaller family into a larger unit when there are no eligible larger families for the unit.

Number of Bedrooms in Unit	Number of persons for that unit
1 Bedroom	1-2 persons
2 Bedroom	2-4 persons
3 Bedroom	3-6 persons
4 Bedroom	4-8 persons

V. Homeownership Lease Purchasing Requirement and Rules of Occupancy

A. **Execution of the Agreement.** Prior to occupancy of a unit, the participant/ shall execute a Lease to Purchase contract with the WRHD. This agreement is a legal document which describes the rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement will be executed in duplicate original with both parties receiving an original document. The head of the household will sign the agreement and the Housing Director will sign on behalf of the WRHD.

1. Changes, Modifications, and Amendments. If the resident or unit changes, a new agreement will be executed. The WRHD may revise or adopt policies which affect the homebuyer's obligations and requirements under the agreement. Such changes do not require execution of a new agreement. When changes to the policy conflict with the agreement the agreement shall rule.
2. Termination of agreement by the Homebuyer. The homebuyer may terminate the agreement provided that a TWO week written notice is given to the WRHD, and the procedure for termination contained in the agreement is followed.
3. Termination of agreement by the WRHD. The WRHD may terminate the agreement according to the provisions contained in the agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination. The WRHD will issue a **Notice of Non-Compliance** to the homebuyers promptly after the occurrence of such a breach, notify the homebuyers of grievance procedures, and state the action required by the WRHD to amend the breach. If the breach is not amended to the satisfaction of the WRHD, a **Notice of Termination** will be issued. The notice of termination will be in accordance with the terms and conditions of the agreement. The policies details and procedures will be outlined in the Collection/Compliance Policy.

B. Guidelines and Rules of Occupants.

1. Principal residency requirement. As a condition of occupancy, homebuyers are required to use the home as a principal residence.
2. Determination of abandoned unit. A home which has been unoccupied for a period of **forty-five days** or more without WRHD approval may be determined to be abandoned and in breach of the homebuyer agreement.
3. Business use of home. The use of the home for operation of a business may be approved by the WRHD under the following conditions:
 - The operation of the business may be essential for the well-being of the family or the family to meet its obligations under this agreement.
 - The operations of the business should not negatively impact the neighbors or surrounding community.
 - Business must be licensed in accordance with the requirements of the Walker River Paiute Tribe
 - A request to operate a business out of the home will be made in writing and a decision will be made within thirty days of the date of the request.
 - A denial is subject to the WRHD's grievance procedure.

- The resident has obtained a business license from the Walker River Paiute Tribe.
4. Damage to property. The Head of Household, family and guests shall not damage, deface, vandalize, destroy or remove any part of the home, neighborhood, and community including all WRPT, public, and privately owned property. The head of the household is responsible for all family members and guests of their Homeownership homes. . Failure of Head of Household to control family and guests could result in the eviction of the family.
 5. Public Disturbance. Homebuyers will not engage in unlawful activities or activities which could cause a disturbance to neighbors and throughout the Walker River Paiute Reservation. The WRHD will maintain a record of all Homebuyer complaints. Failure of Head of Household to control family and guests could result in the eviction of the family. Activities which occur outside the Homeownership home can affect the family and could result in eviction.
 6. Responsibility to provide utilities. It is the responsibility of the Homebuyer to provide all utilities for the Homeownership home including deposits as necessary. Necessary utilities to maintain include water, wastewater, electricity, propane and garbage removal.
 7. Homeownership Payment Calculation. Rents shall be calculated by taking the annualized gross income subtracting any eligible medical expenses, allowing for deductions for eligible elders, disabled persons and children and dividing by 10%. If the calculated amounts are higher than \$100 they shall default to \$100. If the calculated amounts are less than \$100 they shall default to \$100 which is the administration fee. There shall be no deduction for utility costs when calculating rents.
 8. Rents/Payments. All rent payments are due on the 1st day of each month. Payments received after the 1st day of the month are considered late, however are accepted until the 10th of each month without billing/prior notices.
 9. Maintenance/Appearance of Homeownership home and property. The Homebuyer will provide all upkeep of the Homeownership home, keeping it in an acceptable condition and free from trash, clutter, and debris (including old or junk cars). The WRHD will monitor the condition of the Homeownership home through periodic inspections. A car must have a valid license plate and operate in a safe manner or it will be considered a junk car and the Homebuyer will be required to remove it from the property.
 10. Pets. The homebuyer may have pets in his/her residence as long as they are in compliance with all ordinances and laws of the Walker River Paiute Tribe.

11. Requirement to list occupants. The Homebuyer is required to list all occupants of the Homeownership home on the family's admission application for continued occupancy. Any visitors who remain for an extended period (30) thirty days are subject to inclusion on the family's official record.
 12. Homebuyer responsibility for children and guests. The homebuyer (head or spouse) is responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions.
 13. Counseling. The homebuyer is required to attend all mandatory counseling sessions scheduled by the WRHD. The homebuyer may be required to attend individual counseling sessions as a condition of continued occupancy.
 14. Prohibition of illegal drug activities. Any conviction of any member of the household (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate termination of the entire family in accordance with the Homeownership agreement.
 15. Insurance. The WRHD will provide required insurance on the unit structure including fire and extended coverage. The homebuyer will have to secure his or her own insurance for personal property/contents. It is the homebuyer's responsibility to report all damages to the unit so claims can be processed in a timely manner.
 16. Prohibition of Subleasing. The homebuyer will not take in boarders or sublet the unit without prior approval by the WRHD. In no case shall the homebuyer either singly or through aggregate charge any and all persons in the home more than the monthly charge the homebuyer is assessed by WRHD. Failure in this matter will subject the homebuyer to the Termination of the Agreement and eviction.
 17. Security Deposit. The homebuyer is required to pay a security deposit in the amount of \$250.00 for 2 BR, \$350.00 for 3BR, \$400.00 for 4BR, and \$450.00 for 5BR. \$50 of the deposit shall be non-refundable. The balance of the deposit shall be refundable at the time of move-out or applied at pay-off, if all conditions, obligations, and requirements of the WRHD and the Homeownership agreement have been satisfied.
 18. Other responsibilities. These include laws, ordinances, resolutions, and memorandums approved by the Walker River Paiute Tribal Council, such as curfew requirements and prohibition of alcohol or other substances.
- C. Failure to comply or properly report information required. If a homebuyer fails to provide information or provides false information for a required income certification, it is considered a breach of the Homeownership contract and is

grounds for termination of the agreement. Providing false information to the WRHD may be considered fraud, which is a crime punishable under the law. Recertification documents will be requested as deemed necessary by WRHD.

- D. Suspension of Payments. The WRHD may suspend the required monthly Homeownership payments for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the Homeownership home. The homebuyer may request the suspension of rent and the WRHD shall approve/disapprove the request and notify the homebuyer of the determination.
- E. Conversion: If a resident in the Homeownership Program determines he/she is unable to meet the financial requirements of the program he/she may ask that their agreement be cancelled and that they be allowed to convert the residence to a rental home or be transferred to a unit which they are financially able to afford.

VI. HOME INSPECTIONS

- A. Home inspections. The WRHD will perform and schedule inspections as deemed necessary. This includes health and safety issues and concerns. The homebuyer will receive at least one week's notice in advance of inspection. If homebuyer or another responsible adult is not home then the inspection will be rescheduled. If on the rescheduled time the homebuyer or another responsible adult is not available the WRHD shall begin the process to terminate the Homeownership Agreement and evict the residents.
- B. Initial inspections.
 - 1. Participants. At the time of initial occupancy, a move-in inspection shall be conducted with the WRHD representative and the new homebuyer. The homebuyer shall be permitted to have a representative of their choice present at the initial inspection to assist them.
 - 2. Counseling opportunity. The WRHD will provide the new homebuyer with counseling or training sessions to cover the obligations of the homebuyer and proper home care procedures. Attendance at counseling sessions is a mandatory requirement before occupancy.
 - 3. Documentation of conditions. At the conclusion of the initial inspection, the homebuyer will sign an inspection report detailing any deficiencies in the Homeownership Home. The WRHD will correct the deficiencies within a reasonable amount of time (a two week period). WRHD may visually record the inspection with any technology available and may be used when determining who will be responsible for repairs to a unit.

4. Warranties. At the time of move-in, the homebuyer will be provided with a packet of applicable warranties for the particular Homeownership Home. In some cases the WRHD may not provide any warranties on any components of a home.
- C. Inspection.
1. The WRHD will provide the homebuyer with written notification of the scheduled inspection at least seven days before the date of the inspection. The notice will state that the inspection is a requirement of the homebuyer agreement and give the date and time of the inspection.
 2. The WRHD shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the Homeownership Home. The homebuyer shall sign the inspection report which contains the results of the inspection.
 3. If the inspection reveals any deficiencies in the condition of the Homeownership Home that is caused by homebuyer neglect or damage the homebuyer will be given (21) twenty one calendar days to correct the deficiency, at which time a follow up inspection will be scheduled. If the homebuyer has not corrected the deficiencies, the WRHD may terminate the Agreement or perform the work and charge the homebuyer's account.
 4. If the homebuyer has three unacceptable inspections within a year, the result will be termination of the Agreement and Eviction.
 5. Special inspections may be required if the homebuyer has received unfavorable inspection reports in the past or if it received information from other sources that an inspection may be necessary for the continued habitability, safety, health, and welfare of the homebuyer or family members.
 6. On all move out inspections, the WRHD will conduct an inspection. The homebuyers are required to be present for the inspection. The WRHD will prepare an inspection report that will be signed by the homebuyer. The report shall include any deficiencies noted, a written estimate of the dollar amount of work required, and a statement that gives the homebuyers (21) twenty one days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the WRHD will correct the items and charge the homebuyers account (deposit) for the work. If the amount exceeds the homebuyer's available balance, the WRHD will bill the homebuyer for the amount outstanding. Collections will be sent to the Walker River Paiute Tribal Court

VII. HOMEBUYER DEFAULTS INVOLVING HEALTH AND SAFETY.

The following acts by the homebuyer, a homebuyer's family member or any other household member constitutes a default involving health and safety and may subject the homebuyer and/or

+ family member to eviction from the home as set forth in the lease:

1. Any act which constitutes a violation of any applicable tribal, state or federal law chargeable in any tribal, state or federal jurisdiction or court involving:
 - (a) Injury or eminent threat or impairment to a person, animal or property;
 - (b) Theft, burglary or larceny;
 - (c) Neglect or abuse of children, including contributing to the delinquency of a minor;
 - (d) Use or handling of firearms, incendiary devices and explosives;
 - (e) Use, possession, manufacture, production, dispensation, transportation, sale or offer for sale of any narcotic, hallucinogenic, dangerous drug or illegal or controlled substance or intoxicating inhalant.
2. Membership and/or active affiliation with any group or organization, including any "gang," whose regular activities include the violations as described in paragraph A above.
3. Any act of violence against another person, including threats of such violence, whether explicit or implicit.
4. Any acts of vandalism on the reservation, including graffiti, property destruction or theft.

VIII. CONVERSION OF RENTAL HOMES TO HOMEOWNERSHIP UNIT

- A. Participants in the Rental Program will be given the opportunity to purchase their Homeownership Home when household has rented the home for three (3) years; has been late in payment no more than (12) twelve times within the three year period, has kept up the Rental Home in accordance to the Lease Agreement, has had no major complaints from neighbors, has kept a clean court record (no judgments against), and in compliance with Homeownership agreement, and other WRHD laws and ordinances.

- B. If the household meets all the above requirements and wishes to convert their Rental agreement to a lease purchase agreement, then the WRHD will mortgage the property and the home. A Lease Agreement approved by WRHD must be executed. After this approval, a purchase price will be determined. The Homeownership deposit will be used as an administrative processing fee.
- C. The WRHD will determine the purchase price based on the construction costs of the home, any appraisal cost, renovations, and any other improvements made to the home. An amortization schedule will be given to the household based on the amount (past Rental payments will not go toward the purchase price) and a fixed interest rate of 0.0% (zero percent) WRHD will charge an admin fee to the monthly charge for the entire term of the agreement.
- D. Terms. WRHD will determine a term length of the lease agreement of 15 years, 20 years, or 25 years. WRHD will take into consideration the household income to determine the lease term that is suitable for the applicant. The new homebuyer will receive annual statements detailing the payments made, the balance owed, and payoff.

XI. CONVEYANCE

- A. A home will be eligible for conveyance when the homebuyer has met all the obligations of the Agreement including but not limited to purchase price paid in full, payment of settlement and closing costs, attorney's fees, and payment of insurance coverage.
- B. Conveyance Procedure.
 1. When the balance on the home equals (\$1200.00) One Thousand Two Hundred dollars or less, the WRHD will provide a written notification of the anticipated payoff. The notification will provide a statement of the balance owed, the approximate date of payoff, an estimate of all required charges, fees and costs. After the notification, the WRHD will verify all of the accounts and documents to ensure accuracy, and to prepare, and perform all required transactions ready for conveyance.
 2. After the homebuyer has paid off the balance of the home and other settlement costs, the WRHD will notify the homebuyer of the closing date. At the closing, the WRHD will provide all the necessary documents to complete the transactions. The WRHD and the homebuyer will execute all necessary documents and legal instruments. The homebuyer will receive a copy of the settlement statement detailing charges and a copy of the deed.
 3. Transfer of Title. After transaction is completed the WRHD will file and record all of the necessary legal instruments at the BIA. The original deed or other legal instruments will be mailed to the homebuyer within thirty days.