

RESOLUTION 2018-07

Approve and Authorize Revisions to Colville Indian Housing Authority's Mutual Help Admissions and Continued Occupancy Policies

WHEREAS, the Colville Indian Housing Authority is the duly constituted Housing Authority for the Confederated Tribes of the Colville Reservation, established by the Colville Business Council pursuant to the authority of the Constitution of the Colville Confederated Tribes, and in particular Article V, Section 1(a); and,

WHEREAS, the authorities and responsibilities of the Colville Indian Housing Authority are set out in the Colville Tribal Housing Authority Ordinance, adopted by Resolution 1977-59 of the Business Council; and,

WHEREAS, the purposes for which the Colville Indian Housing Authority was established include: (1) remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety, and morals; (2) alleviating the acute shortage of decent, safe, and sanitary dwellings for persons of low income; and (3) providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings; and,

WHEREAS, the Colville Indian Housing Authority has been designated as the "Tribally Designated Housing Entity" for the Confederated Tribes of the Colville Reservation, as that term is defined at Section 4(21) of the Native American Housing Assistance and Self-Determination Act of 1996, P.L. 104-330 (25 U.S.C. 4101 - 4212), as amended ("NAHASDA"); and,

WHEREAS, the Business Council has appointed a Board of Commissioners to manage the Colville Indian Housing Authority (the "Board"), which Board operates pursuant to a Constitution and By-laws enacted by the Board on August 10, 2004 (as amended); and,

WHEREAS, the Board has enacted and from time-to-time has amended Mutual Help Admissions and Continued Occupancy Policies to govern employment at the Colville Indian Housing Authority; and

WHEREAS, the Colville Indian Housing Authority management team has conferred with the Housing Authority's legal counsel to amend and update the Mutual Help Admissions and Continued Occupancy Policies, which amendments are represented on the strikeout/underline copy of the Mutual Help Admissions and Continued Occupancy Policies attached as Exhibit A to this Resolution; and

WHEREAS, the Board has determined that adopting the draft proposed amendments to the Mutual Help Admissions and Continued Occupancy Policies is in the best interest of the Colville Indian Housing Authority;

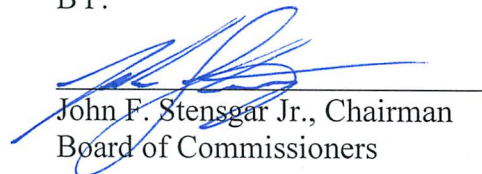
NOW, THEREFORE, BE IT RESOLVED, that the Colville Indian Housing Authority Board hereby approves and adopts the proposed amendments to the Mutual Help Admissions and Continued Occupancy Policies, which amendments are represented on the strikeout/underline copy of the Mutual Help Admissions and Continued Occupancy Policies attached as Exhibit A to this Resolution; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, the amended version of the Colville Indian Housing Authority's Mutual Help Admissions and Continued Occupancy Policies attached as Exhibit A hereby supersedes and replaces any prior versions of said Policy.

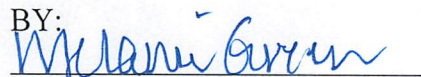
CERTIFICATION

This is to certify that the foregoing was duly enacted, pursuant to Article V of the Colville Tribal Ordinance, ratified on January 27, 1977, at a regular meeting of the Colville Indian Housing Authority Board of Commissioners, held on March 15, 2018, a quorum being present, with a vote of 2 FOR; 0 AGAINST, and 0 ABSTAINED.

BY:


John F. Stensgar Jr., Chairman
Board of Commissioners

ATTEST:

BY:

Melanie Green, Secretary
Board of Commissioners

COLVILLE INDIAN HOUSING AUTHORITY

Mutual Help

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Adopted

June 17, 1998

By

Colville Indian Housing Authority

Board of Commissioners

Per Resolution 1998 -13

SECTION I

1. Selection of Homebuyer
2. Processing of Applications
3. Verification and Documentation of Application Data
4. Certification of Eligibility
5. Occupancy Standards
6. Mutual Help Occupancy Agreements

SECTION II

1. Homebuyer Eligibility Reexaminations
2. Homebuyer Payments

SECTION I

1. SELECTION OF HOMEBUYER

- A. The CIHA will be operated in accordance with the Indian Civil Rights Act, Tribal Ordinances, the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), implementing regulations, and CIHA Policies.
- B. To be eligible for admission, an applicant must meet the following requirements:
- i. The applicant must be at least 18 years of age and qualify as a family as determined by the Colville Tribe, which includes a family with or without children, a single person, and a handicapped or disabled person.
 - ii. Applicant must be a “low-income family,” as that term is defined in Section 4(13) of NAHASDA, which reads as follows: “The term ‘low-income family’ means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.” A copy of the most recent calculation is posted at the CIHA main office.
 - iii. For the purposes of determining income eligibility and for all other purposes related to calculating annual income, CIHA shall use the following definition for determining “annual income”: The Department of Housing and Urban Development’s definition of annual income used for HUD’s Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner’s principal residence may be excluded from the calculation of Net Family assets), annual income as reported under the Census long-form for the most recent available decennial Census, or Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, ***whichever definition is most advantageous to the applicant or participant.***
 - iv. Shall not own a home at the time of certification, excluding a home that is in substandard condition.

- v. Applicant must demonstrate adequate resources to perform the homebuyer's responsibilities under the contract, including, but not limited to, payment of administrative fees, utilities, and maintenance.
- vi. Any applicant owing a previous debt for payments, painting, or cleaning to the CIHA or a Tribal Program, for a previously leased property, or any utility district, shall be considered ineligible until such debt is paid in full. The applicant will be placed on the waiting list with a notation that they have a past owing balance. If the applicant's name comes up for an available unit and they have not paid their debt in full, they will be placed at the bottom of the wait list. If the applicant's name comes up a second time for an available unit and they still have not paid their debt in full, they will be removed from the list and will not be eligible until the debt has been paid. Upon payment of the debt and successful certification of their application the applicant will be placed on the waiting list and notified in writing of such.
- vii. Any applicant that previously leased from the CIHA or Tribal Housing that had excess damages, as determined by CIHA to be any dollar amount over \$1,000.00 in repair charges, excluding cleaning and painting, whose contract was terminated for criminal activity, or whose contract was terminated for community disturbances will be ineligible for CIHA housing programs for a period of not less than five (5) years after all activity has been charged to the account. Consideration may be allowed for individuals who have paid their past owing balance in full and agree, prior to placement in a CIHA unit, to random monthly monitoring activities to assure the unit is being maintained. In any event the applicant must have paid the amount owed, even after the five (5) year period, to be eligible for a housing unit. CIHA in its sole discretion shall have the right to permanently bar an applicant or extend the time period due to the nature of damages for the above actions. Applicant will be notified in writing when application is received of any issues or ineligibility. Notice must list reasons for this action and give the applicant an opportunity for informal hearing with the Executive Director. The Executive Director shall have the final determination on this issue.
- viii. **National Crime Information Center:** The Colville Indian Housing Authority may request from the National Crime Information Center, police departments, and other law enforcement agencies criminal conviction information. CIHA shall use the criminal conviction information only for applicant screening, lease enforcement, and eviction actions.
 - 1. The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the CIHA;

2. The CIHA will keep all the criminal conviction record information it receives from law enforcement agencies in files separate from all other housing records;
 3. The criminal convictions records will be kept under lock and key and be under the custody and control of the CIHA Executive Director and/or Designee;
 4. The criminal convictions records may only be accessed with the written permission of the CIHA's Executive Director or his designee and are only to be used for the purposes stated above; and
 5. Criminal conviction information will be obtained on all adult members of an applicant household who are selected for a unit prior to move-in. The application form has a check box to note whether a criminal history exists for applicants: to be checked by the applicant only.
- ix. **Criminal Background Affecting Eligibility:** Criminal background checks will be done on all applicants for CIHA housing in support of CCT Resolution 2000-078 "Zero Tolerance". Background checks for tenant screening will include a criminal records background check with a criminal record search and conviction report from state, federal and/or tribal agencies. CIHA is committed to maintaining safe and secure housing for its residents and community members, and running criminal records background checks and establishing related eligibility criteria is an important tool toward that end.
- x. **Criteria:** CIHA establishes the following criteria for determining what criminal background elements would be grounds for disqualifying an applicant for CIHA housing. The criteria are based on the severity of the offense and the time that has elapsed since the conviction. Also set out below, in subsections 7 and 8, are the factors that CIHA is to balance when considering a request to waive the criteria in a particular instance and at CIHA's sole discretion.
- xi. **Disqualifying Offenses-No Time Limit:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, for any of the following offenses at any point in time shall be deemed ineligible for CIHA housing:
1. Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct;

2. Any crimes against children including but not limited to, child abuse, sexual exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants;
 3. Murder, attempted murder, intentional homicide or attempted intentional homicide;
 4. Assault with a deadly weapon;
 5. Assault against a law enforcement officer;
 6. Aggravated stalking;
 7. Terrorism; and
 8. Abuse, exploitation or neglect of a vulnerable adult (disabled or elderly).
- xii. **Disqualifying Offenses-5 Years:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication, for any of the following offenses within the last five (5) years shall be deemed ineligible for CIHA housing:
1. Any crime involving violence against persons or threat of or attempt to commit violence against a person;
 2. Any charge related to illegal drugs such as (but not limited to) possession of drugs or paraphernalia, or trafficking;
 3. Grand theft; and
 4. Interfering with a law enforcement officer.
- xiii. **Required Information:** The criminal background records check will involve obtaining information from all databases available to CIHA. Applicants must supply the social security number and all identity verification information for all persons to be residing in the household.
- xiv. **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial.

- xv. **Waiver of Disqualifying Factor:** Under certain limited circumstances, the Executive Director may, in his or her sole discretion, waive a disqualifying factor if the household can demonstrate to the satisfaction of the Executive Director that the member of the household with the disqualifying criminal background is sufficiently rehabilitated as to no longer pose a threat to the community. A request for such waiver must be made in writing, and must contain supporting documentation. In assessing such a request the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:
1. The age of the individual at the time of the offense;
 2. The number of offenses for which the individual was convicted;
 3. The time which has elapsed since the last offense;
 4. Whether the circumstances arose out of an employment situation;
 5. Completion of probation;
 6. Completion of parole supervision;
 7. In the case of a felony, not subject to parole supervision, if more than 5 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction; or
- xvi. **Factors Outweighing Rehabilitation:** If any one of the following factors exist, it shall mitigate against granting a waiver of the disqualifying criterion:
1. Lack of compliance with terms of punishment (i.e., failure to pay fines or make restitution, violation of the terms of probation or parole);
 2. Unwillingness to undergo, or lack of cooperation in, medical or psychiatric treatment/counseling;
 3. Falsification of an application with the CIHA; and
 4. Failure to furnish to the CIHA additional information or failure to appear for a conference with the CIHA in relation to the Applicant's application.
- xvii. **Executive Director's Decision is Final.** The Executive Director's decision as to whether to grant a waiver of disqualifying criteria is final.

- xviii. **Inapplicable Records:** The following criminal history records shall not be considered in connection with an application for CIHA housing assistance:
1. Juvenile adjudications which have been completely resolved and carried no obligation and/or accountability into adulthood;
 2. Convictions overturned by a higher court; and
 3. Convictions that have been the subject of a pardon or expungement. Please note that under such circumstances, applicants may respond on application as if the event(s) had never occurred.
- xix. Each applicant must demonstrate adequate resources and capability to perform the obligations of a CIHA Mutual Help and Occupancy Agreement. CIHA determination will be based on information furnished by the applicant and documents such as Landlord References and credit checks through other agencies and departments.

- xx. In selecting eligible applicants to fill vacancies, the CIHA will make selections of enrolled Colville tribal members in accordance with the following preferences and/or criteria also see occupancy standards, page 10, for additional information. Enrolled Colville tribal members will be selected on a first come, first served basis, subject to the following preferences:
1. The elderly and/or disabled or handicapped single persons will be given preference for units specifically designed for the elderly or handicapped;
 2. Families with children will be given priority in all other units and consideration will be given to the applicant's family size as it relates to any available unit; and
 3. Applicant must demonstrate adequate resources to perform the homebuyer's responsibilities under the contract, including, but not limited to, payment of administrative fees, utilities, and maintenance.

2. PROCESSING OF APPLICATIONS

- A. This section sets forth the steps which are to be taken in obtaining and verifying information from applicant families for the purpose of (1) determining whether they meet the conditions of eligibility for admission set forth in Section 1.b; (2) applying the preference requirements established in Section 1.e(a),1,2, and 3; (3) determining the required monthly house payment to be charged and (4) the size of the dwelling required.
- B. To assure compliance with the preference requirements of Section 1.e(a)1, 2, and 3; applications are to be accepted from all families regardless of the number of eligible applicants on file.
- C. The applicant will be required to supply information as called for on the Application for Admission attesting to the data provided. The application, together with all other materials relating to the family's eligibility, priority, and preference rating are to be maintained in an active file for each applicant. The information on applications from families who appear to be eligible will be verified prior to occupancy:
 - i. If, during the application interview, it appears that the applicant is definitely not eligible, the applicant is to be so notified verbally and in writing, with reasons and that the applicant shall have ten days to correct any deficiencies in the application;

- ii. All entries are to be made in ink, indelible pencil or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason for such changes noted in the record;
- iii. A pool of active applicants shall be kept current. Each applicant is to inform the CIHA management office of any changes in their eligibility status during the period an applicant's application is in the pool of active applications. Notations of dates of contacts and of applicant's continued interest are to be made a part of the application record. In any event, all interested applicants shall update their application at least once every six months. Copies of the pool of active applicants with their documentation as to name, address, family size, date and time of application and other required information shall be kept on file at the CIHA offices; and
- iv. Determinations of approval of applicants will be made by CIHA staff based on information supplied by the applicant on the CIHA Application for Admission, and a priority list established according to the date and the time the application was certified.

3. VERIFICATION AND DOCUMENTATION OF APPLICATION DATA

- A. Approximately thirty (30) days prior to a unit being available for occupancy, the CIHA shall verify applicant eligibility. All statements made by the family in the application that may affect the determination of eligibility or level of payments are subject to verification by the CIHA. The CIHA shall assure accurate determinations of eligibility and payments while at the same time respecting the privacy of applicants.

The following three (3) types of verification will occur as determined necessary by CIHA:

- i. Declaration by the Family: This is the appropriate means for dealing with those statements regarding age, family composition, etc., are often adequate for verifying income;
- ii. Documentation: Documents furnished by the family such as assistance checks, pay stubs, etc., are often adequate for verifying income; and
- iii. Third Party Verification: This entails contacts with Federal (FBI, BIA, INS, FTA, etc.), State, and Local agencies, employers, credit bureaus, previous landlords and similar sources to verify the family's statements. It is often necessary to use this method when verifying earned income, assistance payments, medical expenses, and other factors that may be difficult for the family to document itself. Third party verification may be

done, with approval by the applicant, by mail or phone.

- B. In situations of temporary, emergency-hire (e-hire), non-recurring, or sporadic income: verification must be received of previous year incomes from income tax statements, where applicable or other documents which may be available.
- C. If no other means of verification of income is possible, the CIHA may accept an affidavit describing sources and estimated amounts of income certified by the applicant, or in the case of a reexamination, by the homebuyer.
- D. Documentation will be maintained with respect to all verifications. For declarations, the appearance of the statement on the application signed by the family is sufficient. Copies of checks, when permitted by law, or a note by the CIHA employee who reviewed the document is sufficient when documentation is furnished by the applicant family. Third party verification may be documented by keeping the written verification or by informal notes and recording telephone contacts. In all cases, the verification must be signed by the responsible CIHA employee.

4. CERTIFICATION OF ELIGIBILITY

- A. The CIHA Resident Services is to complete the eligibility certification for signature of the Resident Services Supervisor on the Application for Admission for the families determined to be eligible for admissions.
- B. Each applicant determined to be eligible shall be so notified in writing of the date they are placed on the waiting list and given an approximate date when a unit will be available for occupancy and so noted on the application.
- C. Each applicant determined to be ineligible shall be notified in writing with the reasons and of their right to an informal hearing within ten (10) days, with the CIHA Executive Director and the CIHA staff person determining the ineligibility.
- D. Eligible applicants that own a substandard home must sign a statement that the home will be demolished prior to the new home being built.

5. OCCUPANCY STANDARDS

- A. CIHA Mutual Help units are leased in accordance with the occupancy standards set forth below:

Bedroom Size	Minimum Number of Persons	Maximum Number of Persons
2	1	4
3	1	6
4	3	8
5	4	10

- B. These minimum and maximum limits may be waived at the sole discretion of the CIHA. During the time the applicant or applicant's family is on the homeownership wait list and in the event of a pregnancy with appropriate information received verifying the pregnancy, the bedroom size listed for the family will automatically increase by one.
- C. The length of time homebuyer's are allowed visitors will not exceed three (3) months maximum.
- D. Individuals who are enrolled Colville Tribal members may execute the agreement. The agreements are to be kept current at all times in accordance with reexamination requirements found in each MHOA:
- i. Upon qualification to purchase from the CIHA a responsible member or both adult members, if applicable, of each family accepted as a homebuyer is required to sign the MHOA in duplicate prior to actual admission. The agreement shall be reviewed the family and by the appropriate CIHA staff to explain the terms and conditions of the agreement, and such copy kept on file in the homebuyer file in the CIHA central office;
 - ii. In the event the signatories of the Agreements cease to be members of the homebuyer family, the remaining adult family member shall notify the CIHA and, if possible, procure a release of home form signed by the member no longer living in the unit;
 - iii. Termination of agreements will be in accordance with the provisions contained in such agreements;
 - iv. Subletting of CIHA Mutual Help units by tenants is allowed per the sublease policy established by the CIHA.

- v. The homebuyer's selection for successorship must meet the criteria outlined in Section 13.3 of the MHOA.

SECTION II

HOMEBUYER ELIGIBILITY REEXAMINATIONS

1. REEXAMINATIONS/RECERTIFICATIONS:

- A. Reexaminations of all families are to be conducted annually except the length of time between admission and the first examination may be extended to not more than 18 months if necessary, to fit an established reexamination schedule.
- B. Failure of the homebuyer to complete a reexamination may result in an increase in their house payment to the maximum amount, as determined by the amortization schedule, effective the first of the second month following the prescribed date the reexamination was due.
- C. The reexamination/recertification inspection reports shall be entered into the HDS automated data tenant file within seven (7) days of completion, with a paper copy in each homebuyer file.

2. HOMEBUYER PAYMENTS

- A. All families in CIHA MHOA units shall make payments in accordance with calculations computed at the time of their application and based on the information and documentation supplied by the applicant at the time of application.
- B. Computations of payment shall be 15% of the adjusted family income not including youth under the age of eighteen (18) years of age or full time students.
- C. In no event shall any amount calculated be less than the established administrative fee.
- D. The calculation for any applicant above 80% of the established median income will be calculated per 24 CFR 1000.110(e)(1 & 2). Annual income as reported under the Census long-form for the most recent available decennial Census includes:
 - i. Money wage or salary income;
 - ii. Net income from non-farm self-employment;

- iii. Net income from farm self-employment; Unemployment Compensation;
- iv. Workers' Compensation;
- v. Social Security income, Supplemental Security Income, and Public Assistance or welfare payments (TANF);
- vi. Veteran's payments;
- vii. Survivor benefits includes payments people received from survivors' or widows' pensions, estates, trusts, annuities, or any other type of survivor benefits;
- viii. Disability benefits;
- ix. Pension or retirement income;
- x. Educational assistance includes Pell Grants; other government educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends or relatives not residing in the student's household excluding tuition, books, supplies, and transportation;
- xi. Child Support;
- xii. Alimony;
- xiii. Financial assistance from outside of the home which includes periodic payments people receive from non-household members;
- xiv. Adjusted income means the annual income anticipated from all sources received by the family head and spouse, even if temporarily absent, and by each additional member of the family 18 years of age and older, less deductions specified below and anticipated during the 12 month period for which annual income is established. Such deductions shall be applied uniformly to all families;
- xv. Child care expenses, not paid to a member of the family living in the unit, to the extent necessary to enable another member of the family to be employed or to further their education;
- xvi. Dependent, which means having legal custody or the right to claim as a dependent per the IRS tax code, school enrollment form showing custody, or receiving benefits for or in the name of a child living in the home, deductions in the amount of \$480.00 for each dependent, other than head of family or spouse, or foster child, who is under 18 years of age; or 18

years of age or older and who is a disabled or handicapped person, or who is a full time student;

- xvii. A head of household, spouse, or sole member of a family is allowed a deduction in the amount of \$400.00 if that head or household, spouse, or sole member is at least 62 years of age; or disabled or handicapped;
- xviii. The sum of total non-reimbursed medical expenses plus the cost of handicapped care and equipment to permit employment of a family member is in excess of 3% of annual (gross) income is allowed as a deduction for elderly (age 62 and over) and disabled families;
- xix. The sum total of federal income tax, social security tax, workmen compensation tax, and retirement that are deducted from any payroll check or any self employment tax for the same items as noted above. The calculation of this amount may be done using actual amounts OR by using a deduction of 21%, reviewed annually, of gross wages, plus any amount the applicant has taken out of their gross for retirement;
- xx. Excessive travel expenses, not to exceed \$25.00 per family per week, for travel in excess of 150 miles round trip, for employment or education related travel. A flat rate utility allowance will be allowed on all units. CIHA will establish this utility allowance and the rate may be revised annually. This allowance is for electrical, water, and sewer. CIHA will continue to pay for garbage pickup;
- xxi. Capital gains people received (or losses they incur) from the sale of property, including stocks, bonds, a house, or a car;
- xxii. Withdrawal of bank deposits;
- xxiii. Money borrowed;
- xxiv. Tax refunds;
- xxv. Temporary, nonrecurring or sporadic income (including gifts);
- xxvi. Lump sum inheritances or insurance payments (including payments under health and accident insurance and worker's compensation);
- xxvii. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- xxviii. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective

monthly amounts;

- xxix. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- xxx. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g));
- xxxi. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- xxxii. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)). Amounts received under AmeriCorps are to be treated like amounts received under the Job Training Partnership Act;
- xxxiii. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f));
- xxxiv. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858);
- xxxv. Amounts received for reimbursement of the cost of illnesses or medical care;
- xxxvi. Settlements for personal losses;
- xxxvii. Lottery and bingo winnings;
- xxxviii. Relocation payments received under Title II or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- xxxix. Amounts paid by a State agency to a family member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- xl. Amounts received for child support;
- xli. Amounts paid for child support by the non-custodial parent;
- xlii. The CIHA may base home payments on an average of family's total income over a six month period; or require that the family report for

reexamination each thirty (30) days until an average monthly income can be determined;

- xliii. Payment adjustments by the CIHA will not be made between the dates of annual reexaminations except when changes occur affecting tenant's family composition, i.e.; death, divorce, marriage, addition of a family member who should be added as a resident or should become the head of family, or because of changes in the tenant's income;
- xliv. Homebuyers will be notified in writing of any change, and reasons in homebuyer payments resulting from the reviews;
- xlv. Decreases in home payments resulting from reviews are to be effective the first of the month following report and verification of the changes; Increases in payments shall become effective the first of the second month following the changes resulting from rent reviews; and
- xlvi. If the homebuyer intentionally misrepresent any required information at the time of admission, annual reexamination, and a review caused a family to pay a lower home payment than called for by calculation of required monthly house payments because of the intentional misrepresentations by the homebuyer, such homebuyer will be required to pay the difference between the home payment they paid and what they should have paid.

3. MUTUAL HELP HOMEOWNERSHIP CONVEYANCY PROCEDURE

These procedures are in place to ensure that the conveyance of title to a Mutual Help homebuyer is processed in an expeditious and efficient manner, including simple coordination between the homebuyer, the Tribe, CIHA administration, CIHA Finance, and BIA Realty.

These procedures apply to all Mutual Help homebuyers whose houses are paid off in accordance with any of the methods described in the CIHA Policies and/or NAHASDA regulations.

There are two types of Mutual Help homebuyer conveyances, with different requirements: (1) those homes located on tribal trust land, and (2) those homes located on trust allotment land. The template documents for Tribal trust land conveyances are on pages 22 to 43. The template documents for allotment trust land conveyances are on pages 45 to 57.

General Information:

- 1) The process of conveyance of Mutual Help homes begins when the debt service is retired, but is completed when all obligations are met, including but not limited to outstanding debt, administrative fees, and work order charges.
- 2) Once all obligations are met the Executive Director or designee will cause to have the

conveyance documents prepared for consideration by the Board of Commissioners.

- 3) The administrative fee will continue to be assessed until the conveyance process is completed.
- 4) The conveyance of Mutual Help homes will be initiated by CIHA and in coordination with BIA Realty.
- 5) Resident Services shall notify the Finance Department, Administrative/Human Resources Manager, and Maintenance when the conveyance is completed and updated data is in the HDS system.
- 6) A report of activity pertaining to paid-off Mutual Help homes will be submitted semi-annually to the Board of Commissioners.
- 7) Complete records/documentation pertaining to the conveyance process will be maintained in each homebuyer file by CIHA.
- 8) The exchange of information between CIHA, BIA Realty and the homebuyer regarding the conveyance of the unit will be in writing and filed properly.
- 9) A Conveyance Eligibility Report shall be provided annually to the Executive Director.
- 10) Thirty (30) days prior to the end of the fiscal year, the Executive Director will prepare a report projecting the estimated proceeds from the sale of Mutual Help homes for the upcoming fiscal year.

A. Conveyances on Tribal Trust Land:

The documents for conveyances on Tribal trust land are attached to the end of this Policy. The documents are the following (in order of their use):

1. Letter to Homebuyer Regarding Conveyance (p. 22)
2. Purchase and Conveyance Agreement (p. 24)
3. Conveyance Resolution by CIHA (p. 28)
4. Quitclaim and Release Deed (p. 30)
5. Mutual Release (p. 32)
6. Lease Cancellation (partial) Between CIHA and Tribe (p. 33)
7. Residential Lease Between Homebuyer and Tribe (p. 35)
8. Letter to HUD Regarding Conveyance (p. 42)
9. Letter to Amerind Regarding Conveyance (p. 43)

The other documents that will need to be reviewed as part of the transaction are the following:

- a. The MHOA;
- b. Underlying Lease between Colville Indian Housing Authority and the allottee owners;

- c. Title Search Report from BIA; and
- d. Colville Indian Housing Authority accounting of final payment and amounts in VEPA and MEPA.

The steps for conveying homes on Tribal trust land to the respective homebuyers are as follows:

1. Send Homebuyer the letter entitled “Letter Regarding Conveyance,” along with a copy of the “Purchase and Conveyance Agreement.” This letter informs the Homebuyer that CIHA will be transferring the home to Homebuyer and that the first step is to execute the “Purchase and Conveyance Agreement.” There are various blanks to be filled in on the letter (project and unit number, closing date, remaining purchase price, etc.). Contact a Title Insurance and Report company to provide same. The letter also advises that the lease to the underlying allotment will be assigned to the Homebuyer.
2. CIHA and Homebuyer both sign the “Purchase and Conveyance Agreement,” a copy of which was sent to the Homebuyer with the “Letter Regarding Conveyance.”
3. The CIHA Board will then need to adopt the “Conveyance Resolution,” authorizing the conveyance of the home and the assignment to the Homebuyer of the lease between CIHA and the owners of the allotment.
4. CIHA will then need to obtain a Title Status Report, and set up the transaction with an escrow agent.
5. CIHA and the Tribe will need to execute a Lease Cancellation (partial) between CIHA and the Tribe.
6. The Tribe and CIHA will need to execute a Residential Lease Between Homebuyer and the Tribe.
7. At closing (assuming all issues in the Title Status Report are worked out, and the Lease Cancellation and new Residential Lease have been executed and approved by the BIA), the following documents are to be executed by CIHA, the Colville Tribes, and Homebuyer (Homebuyer may have additional documents to execute, depending on the financing, if any, but the escrow folks will take care of that piece): “Quitclaim Deed” and “Mutual Release.” The full payment of the amount owed to CIHA, if any, should then transfer to CIHA.
8. After closing, send the “Letter to HUD” and the “Letter to AMERIND.”

B. Conveyances on Allotment Trust Land:

The documents for conveyances on allotted trust land are also attached to the end of this Policy. The documents are the following (in order of their use):

1. Letter to Homebuyer Regarding Conveyance (p. 45)
2. Conveyance Resolution by CIHA (p. 47)

3. Quitclaim and Release Deed (home) (p. 50)
4. Quitclaim and Release Deed (land) (p. 52)
5. Mutual Release (p. 54)
6. Letter to HUD Regarding Conveyance (p. 56)
7. Letter to Amerind Regarding Conveyance (p. 57)

The steps for conveying homes on trust land allotments to the respective homebuyers are as follows:

1. Send Homebuyer the letter entitled “Letter Regarding Conveyance”.
2. The CIHA Board will then need to adopt the “Conveyance Resolution,” authorizing the conveyance of the home and the assignment to the Homebuyer of the lease between CIHA and the owners of the allotment.
3. CIHA will then need to obtain a Title Status Report, and set up the transaction with an escrow agent.
4. At closing (assuming all issues in the Title Status Report are worked out), the following documents are to be executed by CIHA, the Colville Tribes, and Homebuyer (Homebuyer may have additional documents to execute, depending on the financing, if any, but the escrow folks will take care of that piece): Both “Quitclaim Deeds” and “Mutual Release.” The full payment of the amount owed to CIHA, if any, should then transfer to CIHA.
5. After closing, send the “Letter to HUD” and the “Letter to AMERIND.”

Mutual Help Admissions and Continued Occupancy Policy

Adopted June 17, 1998

Revision, September 13, 2011, Resolution No. 2011-27

Revision, February 28, 2018, Resolution No. 2018-07

Templates for Conveyances on Tribal Trust Land

[Insert CIHA Letterhead]

Homebuyer Name
Homebuyer Address
Homebuyer Address

RE: Conveyance of Mutual Help and Occupancy Agreement Home
Project No.____, Unit No. _____
Physical Address of Home being conveyed

Dear Homebuyer:

Congratulations! This letter is to advise you that pursuant to the Mutual Help and Occupancy Agreement (“MHOA”) between you and the Colville Indian Housing Authority (“Housing Authority”), the Housing Authority is prepared to convey to you any and all of the Housing Authority’s interest in the above identified Mutual Help Home (“Home”). The Housing Authority will also cancel its lease with the Tribe for the underlying real property, enabling you to execute a lease directly with the Tribe (we can assist you with that process). The first step will be to sign the Purchase and Conveyance Agreement with the Housing Authority to initiate the process, a copy of which is attached. In connection with that conveyance, we hereby advise you of the following matters.

1. Date of Closing

Unless you advise us to the contrary, we will complete the conveyance transaction at a closing to be held on _____, 20____, at the Housing Authority main office.

2. Balance and Closing Cost

- a. If the Closing is held on or prior to the date set out in paragraph 1, above, the credit balance of your account with the Housing Authority will total \$0.00
- b. Should there be any settlement costs, you as the homebuyer will be responsible for paying them. These costs may include the following: credit report, field survey, title search, inspections, your legal counsel, recording title insurance, financing fees, and mortgage loan discounts.
- c. With respect to recording, we strongly recommend that you record the Deed and the Release, with the BIA Land, Title, and Records office in Colville Agency, and the County Clerk’s Office in Okanagon County. Recording helps protect your ownership and possessory rights.

3. Assumption by Homebuyer of Responsibilities

After Closing, you will be responsible for paying the cost of all insurance, utilities, and repairs on the Home. The Housing Authority will have no further responsibility for any cost.

4. No Representation of Title

Neither the Housing Authority nor its counsel makes any representation about the existence or extent of the Housing Authority's title to the Home or the land on which it is built.

5. Cancellation and Execution of New Lease.

The Ground Lease between the Housing Authority and the Tribe for the parcel your home sits on will be cancelled. You will need to execute a lease directly with the Tribe.

If you have any questions about anything in this letter, please call [REDACTED] at [REDACTED]. Otherwise, we look forward to conveying your home to you on [REDACTED], 20[REDACTED].

Sincerely,

Douglas Marconi Sr.
Executive Director

**MUTUAL HELP AND OCCUPANCY AGREEMENT
PURCHASE AND CONVEYANCE AGREEMENT**

This Purchase and Conveyance Agreement is entered into between **COLVILLE INDIAN HOUSING AUTHORITY**, (“Seller”), and **[FULL NAME]**, (“Buyer”), who hereby covenant, contract and agree as follows:

AGREEMENT TO SALE AND CONVEYANCE: Seller and Buyer entered into a Mutual Help and Occupancy Agreement for the lease and option to purchase of the dwelling unit located on the real property legally described below, the street address of which is **[ADDRESS]** (“the House”):

Legal Description:

INSERT LEGAL DESCRIPTION

Buyer desires to exercise Buyer’s Option to Purchase under the Mutual Help and Occupancy Agreement.

- 1. ITEMS INCLUDED IN SALE AND CONVEYANCE:** The House and any and all of the following items located on or in the House are included in this sale: curtains and rods, draperies and rods, valances, blinds, window shades, screens, shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system with controls and equipment, permanently installed heating and air-conditioning units, window air-conditioning units, built-in kitchen equipment, garage door openers with controls, built-in cleaning equipment, all swimming pool equipment and maintenance accessories, shrubbery, landscaping, permanently installed outdoor cooking equipment, built-in fireplace screens, artificial fireplace logs and all other property owned by Seller and attached to the above described real property. Title to the real property on which the House is located is held in trust by the United States for the benefit of the Buyer and other heirs of the original allottee, and will be assigned to Buyer by Seller as part of this purchase and conveyance.
- 2. PURCHASE PRICE:** The parties have entered into a Mutual Help and Occupancy Agreement which set the purchase price for the House at \$_____, which was to be paid over a period of time.
- 3. BUYER’S EXERCISE OF OPTION TO PURCHASE:** The Buyer desires to exercise Buyer’s Option to Purchase the House outright from the Seller pursuant to Article VII or X (whichever is applicable to Homebuyer’s MHOA) of the Mutual Help and Occupancy Agreement, and Seller agrees to convey the House to Buyer.
- 4. PROPERTY CONDITION:**

Real Property Transfer Disclosure Statement: Seller is furnishing Buyer with a Real Property Transfer Disclosure Statement.

Seller's disclosure of lead-based paint and lead-based paint hazards is required by Federal law for a residential dwelling constructed prior to 1978.

Buyer may have the property inspected by persons of Buyer's choosing and at Buyer's expense. If the inspection report reveals defects in the Property, Buyer shall notify Seller in writing within five (5) days of receipt of the report. Buyer may cancel this agreement or may close this agreement notwithstanding defects, or Buyer and Seller may renegotiate this agreement to have Seller cure any defects disclosed by the report. All inspections and notices to Seller shall be complete within ten (10) days after execution of this agreement.

Buyer agrees that Buyer will not hold Seller or its representatives responsible or liable for any present or future structural problems or damage to the foundation or slab of said property.

The present condition of all utilities is accepted by Buyer.

5. **CLOSING:** The closing of the sale will be on or before _____, unless extended by written agreement of the parties; provided that the Buyer may automatically have an extension of up to an additional thirty (30) days in which to consult independent legal counsel.

6. **CLOSING AGENT:** The closing agent shall be:

[Insert Name]

Address: _____

Telephone: _____

7. **TITLE INSURANCE:** If required by a lender, the Buyer shall provide and pay for a lender's standard title insurance policy which closing agent is authorized to order.

8. **TITLE AND CONVEYANCE:** Seller is to convey title to the House (but not the underlying real property) to Buyer by Quitclaim and Release Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the House which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general taxes for the year 20__ (if any) and subsequent years and (e) other: n/a. A title report shall be provided to Buyer at least five (5) days prior to closing. If there are title defects, Seller shall notify Buyer within five (5) days of closing and Buyer, at Buyer's option, may either (a) if defects cannot be cured by designated closing date, cancel this contract, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time,

permit Seller such reasonable time to perform, curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.

9. **CLOSING COSTS:** The Seller and the Buyer shall each pay one-half of the escrow fee, if any.
10. **INSURANCE:** Buyer is required to obtain insurance in the private market and shall pay the premium for the new insurance policy to insure the House and real property.
11. **PROPERTY TAXES AND OTHER COSTS:** The Seller is **exempt** from the payment of property taxes. Taxes for the balance of the current year, if any, will be paid by the Buyer at closing. Buyer will also assume responsibility for all the following charges for the property:
- system charges for sanitation services (sewer)
 - charges for public safety services (fire department, police, emergency medical)
 - charges for community lighting
 - other costs for providing services in the common good of the community
12. **POSSESSION AND TITLE:** Seller shall deliver possession of and title to the House to Buyer at closing.
13. **CANCELLATION:** **The Buyer may cancel this Agreement at any time prior to closing, in which event the Buyer shall pay all accrued closing costs.**
14. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows"

To Seller at:

Colville Indian Housing Authority

P.O. Box 528

Nespelem, WA 99155

Telephone 509-634-2160

Facsimile 506-634-8107

To Buyer at:

Telephone () _____

Facsimile () _____

15. **ASSIGNMENT:** This agreement may not be assigned by Buyer.

16. ENTIRE AGREEMENT: This agreement incorporates the Mutual Help and Occupancy Agreement and supersedes all other prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together, except as specifically referenced herein. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT.

17. GOVERNING LAW: This contract shall be governed by the laws of the Confederated Tribes of the Colville Indian Reservation.

18. SOVEREIGN IMMUNITY: The Buyer understands and agrees that Colville Indian Housing Authority possesses the sovereign immunity of the Confederated Tribes of the Colville Indian Reservation and further agrees that nothing in this Agreement nor any action taken by Colville Indian Housing Authority or any of its officers, agents or employees relating to this Agreement shall be deemed to be a waiver of the sovereign immunity of Colville Indian Housing Authority or of the Colville Tribes.

DATED: _____

Buyer

DATED: _____

Authorized Representative of Seller

[Insert CIHA Letterhead]

RESOLUTION No. 20__ - _____

Resolution relating to: Conveyance of Mutual Help Home

WHEREAS, the Colville Indian Housing Authority is the duly constituted Housing Authority for the Confederated Tribes of the Colville Reservation, established by the Colville Business Council pursuant to the authority of the Constitution of the Colville Confederated Tribes, and in particular Article V, Section 1(a); and,

WHEREAS, the authorities and responsibilities of the Colville Indian Housing Authority are set out in the Colville Tribal Housing Authority Ordinance, adopted by Resolution 1977-59 of the Business Council; and,

WHEREAS, the purposes for which the Colville Indian Housing Authority was established include: (1) remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety, and morals; (2) alleviating the acute shortage of decent, safe, and sanitary dwellings for persons of low income; and (3) providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings; and

WHEREAS, the Colville Indian Housing Authority has been designated as the "Trially Designated Housing Entity" for the Confederated Tribes of the Colville Reservation, as that term is defined at Section 4(21) of the Native American Housing Assistance and Self-Determination Act of 1996, P.L. 104-330 (25 U.S.C. 4101 - 4212), as amended ("NAHASDA"); and,

WHEREAS, the Business Council has appointed a Board of Commissioners to manage the Colville Indian Housing Authority, which Board operates pursuant to a Constitution and By-laws enacted by the Board on August 10, 2004 (as amended); and,

WHEREAS, the Housing Authority's Board of Commissioners is empowered, under Chapter 11-2 of the Colville Tribal Law and Order Code to lease property from the Tribe and to sublease the same, and to lease or rent, sell, enter into lease-purchase agreements or leases with an option to purchase for housing units constructed, managed, or maintained by the Housing Authority; and

WHEREAS, _____ ("Homebuyer") entered into a Mutual Help and Occupancy Agreement dated _____, ("MHOA") for a dwelling unit identified as Project No. _____, Unit No. _____, with the street address of _____ (hereinafter referred to as the "MHOA House"), situated on the following described real property:

[INSERT LEGAL DESCRIPTION]

and more particularly described on a property line map attached hereto as Exhibit A and made a

part hereof; and

WHEREAS, the real property on which the MHOA House is located is land held in trust by the United States, and is currently subject to a ground lease from the original allottee to the Housing Authority; and

WHEREAS, all the Housing Authority has determined that it is in the best interest of the Housing Authority to convey the MHOA House to the Homebuyer and to execute a mutual release of all further obligations under the MHOA and to assign the ground lease to the Homebuyer.

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority shall grant and convey to the Homebuyer all of its right, title and interest in and to the MHOA House described above; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Housing Authority shall cancel that portion of its Ground Lease with the Tribe for the above-described real property to enable the Homebuyer and Tribe to enter into a lease directly for the property; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, that the Chairperson of the Board of Commissioners and/or the Housing Authority Executive Director are hereby authorized and directed to prepare and execute all documents necessary to effect the conveyance of the MHOA House, and the cancellation of the lease(s) for the above described parcel of land on which the MHOA House is constructed, and all mutual releases of the parties.

CERTIFICATION

I, _____, hereby certify that the above Resolution No. _____ was duly enacted by the Colville Indian Housing Authority on the ____ day of _____, 20____; a quorum being present with a vote of __ for, __ against, and __ abstaining.

, Secretary
Colville Indian Housing Authority

ATTEST:

, Chair
Colville Indian Housing Authority

QUITCLAIM AND RELEASE DEED (MHOA HOUSE)

RECORDING INFORMATION

**THIS SPACE RESERVED FOR
RECORDER'S USE**

GRANTOR: Colville Indian Housing Authority
P.O. Box 528
Nespelem, WA 99155

GRANTEE: Homebuyer Name
Homebuyer Address

*Until a change is requested, all tax statements
shall be sent to the following address:*

Homebuyer Name
Homebuyer Address

Quitclaim and Release Deed (MHOA House)

The Grantor, Colville Indian Housing Authority ("CIHA"), P.O. Box 528, Nespelem, WA 99155, for and in consideration of the satisfaction of certain obligations specified under the terms of the Mutual Help and Occupancy Agreement ("MHOA") or waiver thereof, dated on or about _____, entered into between CIHA and Homebuyer, conveys and quitclaims to Homebuyer in as-is condition, all rights, titles, interests, and obligations of CIHA in the dwelling unit (but not the underlying real property) identified in the MHOA as Project No. ____, Unit No. ____, which has the street address of [ADDRESS], located on the following described real property:

LEGAL DESCRIPTION

This Quitclaim and Release Deed is entered into effective the ____ day of ____, ____.

This Quitclaim and Release Deed is effective the ___ day of ____, ____

Colville Indian Housing Authority

By: _____
Name: Douglas Marconi Sr.
Title: Executive Director

State of Washington)
)ss
County of Okanagan)

On this day personally appeared before me Douglas Marconi Sr., the Executive Director of the Colville Indian Housing Authority, who executed the forgoing instrument for and on behalf of the Colville Indian Housing Authority, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public for Washington

My Commission Expires: _____

MUTUAL RELEASE OF MHOA AND ANY UNDERLYING LEASE AGREEMENT

WHEREAS, the Colville Indian Housing Authority (“Housing Authority”) and [FULL NAME] (“Homebuyer”) entered into a Mutual Help and Occupancy Agreement (“MHOA”) dated [DATE] in favor of a Homebuyer Agreement, for the acquisition of a house by Homebuyer; and

WHEREAS, that MHOA is identified as Project No. ____, Unit No. ____, located at the following physical address [ADDRESS]; and

WHEREAS, the Housing Authority has conveyed to Homebuyer all the Housing Authority’s interest in the house being acquired by Homebuyer under the MHOA and Homebuyer Agreement; and

WHEREAS, the Housing Authority is the Lessee to a Ground Lease for the underlying trust allotment on which the Home is located, which Lease will be partially cancelled by the Housing Authority and the Tribe to enable the Homebuyer and the Tribe to enter into in a separate Lease Agreement.

NOW, THEREFORE, the Colville Indian Housing Authority and Homebuyer hereby release each other from any further obligation whatsoever under the MHOA and any leases between the Housing Authority and the Homebuyer with regard to the underlying real property.

This Mutual Release is entered into effective the ____ day of _____, 20__.

Colville Indian Housing Authority

Homebuyer

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

PARTIAL LEASE CANCELLATION

Date: _____

Lease No. _____
of 1

Page 1

It is hereby agreed by and between the **Confederated Tribes of the Colville Reservation** (hereinafter “Lessor” or “Tribe”) and the **Colville Indian Housing Authority** (hereinafter “Lessee” or “CIHA”), that Lease No. ____, dated on or about [DATE], covering land legally described on **Attachment No. 1** to this Lease Cancellation Agreement (hereinafter the “Lease”) be cancelled only with respect to the parcel of land described on Attachment No. 1, and that the rights and responsibilities of Lessor and Lessee under the Lease be fully and effectively terminated only with regard to the lands described in Attachment No. 1. The grounds for this Lease Cancellation are the following:

The basis of the Lease was to enable CIHA to develop homes for an affordable housing, including developing homes for homeownership. Under the CIHA Mutual Help and Occupancy Program, CIHA constructed or acquired a dwelling unit on the Leased Premises, located at [ADDRESS] (hereinafter “MHOA Unit”). A CIHA Homebuyer agreed to comply with and fulfill certain terms and conditions over a period of time pursuant to a Mutual Help and Occupancy Agreement, at the conclusion and satisfaction of which the CIHA Homebuyer would be entitled to conveyance of the MHOA Unit from CIHA. The CIHA Homebuyer and CIHA have fulfilled all the obligations owed to each other under the Mutual Help and Occupancy Agreement. With termination of the Mutual Help and Occupancy Agreement and conveyance of the MHOA Unit, the Lease between CIHA and the Tribe is no longer necessary, and the CIHA Homebuyer as outright owner of the MHOA Unit needs the cancellation of the Lease in order to facilitate his or her, or another homebuyer’s, direct lease of the Leased Premises from the Tribe.

In Witness Whereof, the parties hereby execute this lease cancellation with an effective date of _____, 20____.

For Lessor [TRIBE]

For Lessee [CIHA]

Its: _____

Its: Executive Director

The within partial lease cancellation is hereby approved and declared to be made in accordance with the law

and rules and regulations prescribed by the Secretary of the Interior there under, and now in force.

Approval pursuant to 209 DM8, 230 DM 1, 3 IAM 4, 4A.

Superintendent BIA

Date

RESIDENTIAL LEASE

Lease No.: _____

THIS LEASE, is made and entered into by and between the **Confederated Tribes of the Colville Reservation** (hereinafter “Lessor” or “Tribe”) and **[HOMEBUYER]** (hereinafter “Lessee”), residing on individual trust allotment lands located within the exterior boundaries of the reservation of the Lessor (hereinafter “Colville Indian Reservation”).

WITNESSETH:

1. **Secretarial Approval.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; 25 U.S.C. § 415 and Section 702 of the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. § 4211.

2. **Premises.** Lessor, as authorized by law, to the Lessee all that tract or parcel of land situated within the exterior boundaries of the Colville Indian Reservation located at [MHOA ADDRESS], and more particularly described as follows:

[LEGAL DESCRIPTION]

3. **Use of Premises.** The object of this Lease is to enable the Lessee to continue to reside in, improve and/or maintain a dwelling and related structures on the leased premises, and otherwise to use said premises as a principal residence. Lessee must comply with all applicable codes, rules, and regulations.

4. **Term.** Lessee shall have and hold the premises for a term beginning on the effective date of this Lease ("Commencement Date") for a term of 50 years pursuant to the Native American Housing Assistance and Self-Determination Act (NAHASDA). This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the Lender and, when a HUD loan guarantee is in force, by HUD. In the event Lessor proposes to terminate this Lease, Lessor will give prompt written notification to the Lender, and to HUD if there is a mortgage guaranteed or held by HUD, at the addresses provided from time to time to the Lessor by the Lender or HUD. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase except in the event of default of this Lease by such party or its successors or assigns. In the event HUD acquires a mortgage on the interest created by this Lease by assignment from a lender, the Lessor shall not terminate the Lease without the written consent of HUD as long as the mortgage is in force.

5. **Lease Payments.** The consideration for this Lease is:

- (1) the said purpose;
- (2) the payment by Lessee to the Lessor of \$1.00 each year for the term of the Lease;
- (3) other good and valuable considerations, the receipt of which is hereby acknowledged by Lessor.

The Lease payment covers the rights granted under this Lease and includes the rights of access to the Premises, and the use of the infrastructure of roadway, electric power, water, and sewer lines already installed to the Premises. It is agreed that there shall be no adjustment of the Lease Payment if the Lease is terminated before its term otherwise would expire or in the event that any part of the Premises is taken by condemnation for highway or other public purposes.

6. **Improvements.** All buildings or other improvements now existing or hereafter constructed on the Premises by Lessee shall be the property of the Lessee during the term of the Lease, including any extension or renewal thereof. Upon termination or expiration of this Lease and presentation to and verification by Lessor and the Secretary of the Interior of a release and satisfaction of the mortgage on any improvements by the holder of mortgage, Lessee may remove improvements consisting of outbuildings and manufactured homes but not including the removal of modular homes or site constructed homes on the Premises.

7. **Surrender of Premises.** Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, Lessee and any successors in interest shall, upon demand, surrender to Lessor complete and peaceable possession of the Premises and all improvements thereon, which shall be the property of the Lessor.

Lessee may remove a manufactured home but Lessee shall be required to remove all of Lessee's personal property and fixtures that remain the property of Lessee and restore all damage caused by such removal. If Lessee fail/fails to remove a manufactured home, personal property and/or all fixtures within thirty (30) days of expiration of this Lease, or its earlier termination in accordance with the terms hereof, this shall be an abandonment of the manufactured home, personal property and fixtures, and in the event of such abandonment Lessor, at its option, may retain the manufactured home, personal property and fixtures and all rights of Lessee with respect to any such manufactured home, personal property or fixtures shall cease.

If Lessor elects to require Lessee to remove personal property and fixtures, Lessor may effect a removal and place the property in public storage for Lessee. Lessee shall be liable to Lessor for the cost of removal, restoration, transportation to storage, and storage. If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month, or to eject Lessee from the Premises.

Failure of Lessee to remove fixtures or personal property which Lessee is required to remove under

this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed substantially interferes with occupancy of the Premises or any portion thereof by another tenant, occupant or owner or with occupancy by Lessor for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Lessee, the tenancy shall be terminable at the end of any month on written notice from Lessor given not less than minimum time specified by applicable law at the time of such notice, but in any event no less than 10 days prior to the termination date which shall be specified in the notice.

8. **Federal Supervision.** (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease. The owners of the land and the Lessee and Lessee's surety or sureties shall be notified of any such change in the status of the land. (b) While the leased premises are in trust or restricted status, all of the Lessee's obligations under the Lease, and the obligations of Lessee's sureties, are to the United States as well as to the owner of the land. (c) The Lessee agrees not to use or cause to be used any part of said Premises for any unlawful conduct or purpose.

9. **Quiet Enjoyment.** Lessor agrees to defend the title to the Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Premises for the duration of the Lease without any hindrance, interruption, ejection or molestation by Lessor. Lessor has no duty to eject or remove third persons from the Premises who do not claim a right to hold, enjoy or occupy the Premises by any right granted by Lessor.

10. **Assignment.** Except as otherwise provided herein, Lessee shall not assign or otherwise transfer all or any interest in this Lease or sublet or allow any third party to occupy or use the Premises excepting for Lessee's guests in compliance with Tribal law without the prior written consent of the Lessor. Lessee shall not, if this Lease and/or any improvements on the Premises are mortgaged or pledged as security for a loan, assign or otherwise transfer all or any interest in this Lease or sublet or allow any third party to occupy or use the Premises, without the written approval of the lender.

Lessee may assign the Lease or deliver possession of the Premises, including any improvements, thereon, to an institutional lender or its successors in interest subject to the rules and regulations of Tribal law, if Lessee defaults in any mortgage or other loan agreement from such lender for which Lessee's interest in this Lease and/or improvements on the premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this lease or possession of the Premises to a successor Lessee. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction, acquisition and installation, and/or improvement of a dwelling and related structures owned or leased from a third-party by Lessee; provided that such shall be strictly subject to this Lease and Tribal Law, and shall not prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings in accordance with applicable law in the event of default of any mortgage or other loan agreement by the Lessee.

Except with respect to loans to Lessee for home construction, acquisition and installation of a

manufactured home, or home improvement of Lessee's residence or related improvements installed by Lessee on the Premises consistent with the Lease and where the proceeds of which are dedicated and applied solely to such matters by a bank or other recognized lending institution meeting the requirements, if any, imposed by Tribal law and subject to Tribal law, where no such consent or approval of Lessor shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Premises without the prior consent of Lessor and the approval of the Secretary.

Notwithstanding the provisions contained above, the following additional requirements shall be applicable to a Lease which secures (or there are improvements on the Premises installed by or for Lessee which secure) a mortgage guaranteed or held by HUD:

- (1) Lessee shall not sell or otherwise assign this Lease without the prior written consent of the Tribe, if the Tribe holds a reversionary interest in the premises and the Lessor is not the Tribe.

- (2) In the event HUD acquires the mortgage secured by this Lease and the improvements on the Premises installed by or for Lessee, and subsequently acquires the Lease and the improvements on the Premises installed by or for Lessee by foreclosure, or by the assignment of the Lease and the improvements on the Premises installed by or for Lessee (for which the approval of the Tribe is not required), then:
 - (a) HUD will notify the Tribe of the availability of the Lease and the improvements on the Premises installed by or for Lessee for sale, the sales price and other terms of sale.
 - (b) If a purchaser is found meeting the Lessor's or Tribe's preference requirements for lessees of similar premises as set forth in the Tribal Lease between the Tribe and the Colville Indian Housing Authority, the Lease and the improvements on the premises installed by or for Lessee will be transferred by HUD to the purchaser, with the written consent and approval of the Tribe.
 - (c) If a purchaser cannot be found, HUD shall be entitled to sublease the leased Premises to anyone meeting the preference requirements for lessees of similar premises as set forth in the Tribal Lease between the Tribe and the Colville Indian Housing Authority who wishes to sublease the same. The term of the initial sublease period and any succeeding periods shall not exceed one year each. A purchaser approved by the Tribe must take subject to and observe and respect the sublease rights of any subtenant and must

wait where the leased Premises are sublet until the expiration of any current sublease and the surrender of the Premises or lawful eviction of the subtenant before occupying the Premises.

- (d) No mortgagee (except HUD as assignee of a mortgagee) may obtain title or otherwise acquire all or any right, title or interest in the leasehold interest created by this Lease without the prior written consent of the Tribe and Lessor.

Lessee understand(s) and agree(s) that a manufactured home placed on the Premises must be permanently affixed thereto so as to be part of the realty, and must comply with all other applicable HUD requirements, including Manufactured Home Construction and Safety Standards.

11. **Option.** In the event of default by the Lessee on any mortgage or other loan agreement for which Lessee's interest in this Lease or any improvements owned or leased from third parties by Lessee and installed by Lessee on the Premises are pledged as security as permitted by this Lease, and before foreclosure of the secured lien by exercise of any power of sale, judicial foreclosure or otherwise, Lessor shall have the right of first refusal to acquire Lessee's interest in the premises and improvements thereon (subject to all valid liens and encumbrances that are in force and perfected against such interest in such improvements and are permitted by this Lease) upon (a) payment of all sums (without giving effect to any acceleration related to the default by Lessee) then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of the Lessee's default, which notice shall be given not later than thirty-five days before the lender involves any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided, however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default under the mortgage or loan agreement in accordance with applicable Tribal law.

The estate acquired by the Lessor through exercise of said right of first refusal shall not merge with any other estate or title held by the Lessor or the Tribe as long as mortgaged or otherwise pledged as security for any such loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument entered into in conformance with this Lease.

12. **Effective Date.** This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on .

13. **Obligations to the United States.** It is understood and agreed that while the leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of the sureties, are to the United States as well as to the owner of the land.

14. **Insurance.** Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a Homeowner's insurance policy insuring the Premises and improvements thereon against loss or damage by fire, storm and other hazards and against liability arising out of the

Lessee's ownership, use, occupancy or maintenance of the Premises. Lessee shall deliver to Lessor, prior to the right of entry on the Premises, certificates of insurance evidencing the above coverage. If Lessee falls to purchase and/or maintain the above requested insurance, the Lessor may purchase such insurance on behalf of Lessee and recover the cost of said insurance from Lessee by adding the amount to Lessee's required rental payments.

15. **Indemnification.** Lessee shall indemnify, defend and hold harmless, the Lessor and the Tribe, their officers, employees and agents from and against any and all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of or in connection with Lessee's, use, occupancy or maintenance of the Premises.

17. **Lessee's Further Obligations.** Lessee shall, and hereby does or will:

- (1) Waive on behalf of any person claiming by, under or through this Lease the benefit of any law, statute, ordinance, common law, rule or regulation now or ever in effect which would allow Lessee or any assignee of Lessee to make repairs or perform maintenance at Lessor's or Tribe's expense or to terminate this Lease because of Lessor's or Tribe's failure or refusal to keep the Premises or any other property in good order, condition or repair;
- (2) Recognize the right of the Tribe to enforce provisions of this Lease pertaining to the Premises against Lessee or any assignee of Lessee;
- (3) Agree not to engage in or allow any conduct which would cause Lessor to be in violation of this Lease;
- (4) Provide Lessor and the Tribe with copies of all notices of violations, citations or orders from any governmental entity whatsoever within forty-eight (48) hours of receipt by Lessee or assignee;
- (5) Maintain the Premises and all improvements thereon, in reasonably good order, condition and repair;
- (6) Ensure that the Premises and all activities conducted thereon are at all times in compliance in all material respects with all applicable tribal, federal or other environmental laws, statutes, ordinances, common law, rules, regulations, permits, or orders; and
- (7) All dwelling units to be placed or constructed on the Premises must meet all the Tribe's currently adopted building codes and conditions, covenants and restrictions.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease with an effective date of _____, 20____.

For Confederated Tribes

For Lessee

of the Colville Reservation

Its: _____

Print Name: _____

The within Residential Lease is hereby approved and declared to be made in accordance with the law and rules and regulations prescribed by the Secretary of the Interior there under, and now in force.

Approval pursuant to 209 DM8, 230 DM 1, 3 IAM 4, 4A.

Superintendent BIA

Date

[Insert CIHA Letterhead]

DATE

HUD Office of Native American Programs - Northwest Region
Seattle Federal Office Building, Suite 300
909 First Avenue
Seattle, WA 98104-1000

RE: Conveyance of Mutual Help and Occupancy Agreement Home
Project No. _____, Unit No. _____
[ADDRESS]

To Whom It May Concern:

This letter is to inform you that the Colville Indian Housing Authority (“Housing Authority”) has conveyed the MHOA Home identified above to [FULL NAME] (“Homebuyer”), pursuant to the MHO Agreement entered into between the Housing Authority and Homebuyer dated [DATE]. The Housing Authority conveyed the home to Homebuyer on _____, 20____, through a Quitclaim and Release Deed. On that same date, the parties executed a Mutual Release of all obligations under the MHO Agreement. The Housing Authority also assigned to the Homebuyer the lease for the underlying trust allotment on which the Home is located.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Douglas Marconi Sr., Executive Director
Colville Indian Housing Authority

[Insert CIHA Letterhead]

DATE

AMERIND Risk Management Corporation
502 Cedar Drive
Santa Ana, New Mexico 87004

RE: Conveyance of Mutual Help and Occupancy Agreement Home
Project No. _____, Unit No. _____
ADDRESS

To Whom It May Concern:

This letter is to inform you that the Colville Indian Housing Authority (“Housing Authority”) has conveyed the MHOA Home identified above to [FULL NAME] (“Homebuyer”) pursuant to the MHO Agreement entered into between the Housing Authority and Homebuyer dated [DATE]. The Housing Authority conveyed the home to Homebuyer on _____, 20____, through a Quitclaim and Release Deed. On that same date, the parties executed a Mutual Release of all obligations under the MHO Agreement. The Housing Authority also assigned to the Homebuyer the lease for the underlying trust allotment on which the Home is located.

Homebuyer has assumed all obligations to provide all insurance for the Home, including fire and other casualty insurance. This Home should therefore be removed from the Colville Indian Housing Authority’s policy coverage.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Douglas Marconi Sr., Executive Director
Colville Indian Housing Authority

Templates for Conveyances on Allotment Trust Land

[Insert CIHA Letterhead]

Homebuyer Name
Homebuyer Address
Homebuyer Address

RE: Conveyance of Mutual Help and Occupancy Agreement Home
Project No.____, Unit No. _____
Homebuyer Address

Dear Homebuyer:

Congratulations! This letter is to advise you that pursuant to the Mutual Help and Occupancy Agreement (“MHOA”) between you and the Colville Indian Housing Authority (“Housing Authority”), the Housing Authority is prepared to convey to you any and all of the Housing Authority’s interest in the above identified Mutual Help Home (“Home”). In connection with that conveyance, we hereby advise you of the following matters.

1. Date of Closing

Unless you advise us to the contrary, we will complete the conveyance transaction at a closing to be held on _____, 20____, at the Housing Authority main office.

2. Balance and Closing Cost

- a. If the Closing is held on or prior to the date set out in paragraph 1, above, the credit balance of your account with the Housing Authority will total \$0.00
- b. Should there be any settlement costs, you as the homebuyer will be responsible for paying them. These costs may include the following: credit report, field survey, title search, inspections, your legal counsel, recording title insurance, financing fees, and mortgage loan discounts.
- c. With respect to recording, we strongly recommend that you record the Deed and the Release, with the BIA Land, Title, and Records office in Colville Agency, and the County Clerk’s Office in Okanagon County. Recording helps protect your ownership and possessory rights.

3. Assumption by Homebuyer of Responsibilities

After Closing, you will be responsible for paying the cost of all insurance, utilities, and repairs on the Home. The Housing Authority will have no further responsibility for any cost.

4. No Representation of Title

Neither the Housing Authority nor its counsel makes any representation about the existence or extent of the Housing Authority's title to the Home or the land on which it is built.

If you have any questions about anything in this letter, please call [REDACTED] at [REDACTED].
Otherwise, we look forward to conveying your home to you on [REDACTED], 20[REDACTED].

Sincerely,

Douglas Marconi Sr.
Executive Director

[Insert CIHA Letterhead]

RESOLUTION No. 20__ - _____

Resolution relating to: Conveyance of Mutual Help and Occupancy Home and Underlying Land

WHEREAS, the Colville Indian Housing Authority is the duly constituted Housing Authority for the Confederated Tribes of the Colville Reservation, established by the Colville Business Council pursuant to the authority of the Constitution of the Colville Confederated Tribes, and in particular Article V, Section 1(a); and

WHEREAS, the authorities and responsibilities of the Colville Indian Housing Authority are set out in the Colville Tribal Housing Authority Ordinance, adopted by Resolution 1977-59 of the Business Council; and

WHEREAS, the purposes for which the Colville Indian Housing Authority was established include: (1) remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety, and morals; (2) alleviating the acute shortage of decent, safe, and sanitary dwellings for persons of low income; and (3) providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings; and

WHEREAS, the Colville Indian Housing Authority has been designated as the “Trially Designated Housing Entity” for the Confederated Tribes of the Colville Reservation, as that term is defined at Section 4(21) of the Native American Housing Assistance and Self-Determination Act of 1996, P.L. 104-330 (25 U.S.C. §§ 4101–4212), as amended (“NAHASDA”); and

WHEREAS, the Business Council has appointed a Board of Commissioners to manage the Colville Indian Housing Authority, which Board of Commissioners operates pursuant to a Constitution and By-laws enacted by the Board of Commissioners on August 10, 2004 (as amended); and

WHEREAS, the Colville Indian Housing Authority’s Board of Commissioners is empowered, under Chapter 11-2 of the Colville Tribal Law and Order Code, to lease property from the Tribe and to sublease the same, and to lease or rent, sell, enter into lease-purchase agreements or leases with an option to purchase for housing units constructed, managed, or maintained by the Colville Indian Housing Authority; and

WHEREAS, [FULL NAME] (“LAST NAME”) is now the Homebuyer pursuant to a Mutual Help and Occupancy Agreement entered with Colville Indian Housing Authority on or about [DATE] (“MHOA”) for a dwelling unit identified as Project No. ____, Unit No. ____, with the street address of Unit # ____, [FULL ADDRESS] (hereinafter referred to as the “MHOA House”), situated on the following described real property (hereinafter referred to as the “Underlying Land”):

LEGAL DESCRIPTION

INSERT LEGAL DESCRIPTION

WHEREAS, LAST NAME agreed in the MHOA to comply and fulfill certain terms and conditions over a period of time, at the conclusion and satisfaction of which LAST NAME would be entitled to conveyance of Colville Indian Housing Authority's interest in the MHOA House and Underlying Land from Colville Indian Housing Authority; and

WHEREAS, in accordance with the Colville Indian Housing Authority's funding requirements and in accordance with Section 10.3(a) of the MHOA, the Colville Indian Housing Authority shall convey its interest in the house and land when the MHOA requirements have been met/satisfied; and

WHEREAS, LAST NAME has met all of his or her obligations under the MHOA, the Colville Indian Housing Authority has determined that it will convey its rights, interests, titles, and obligations—whatever those may be—in the MHOA House and Underlying Land to LAST NAME.

NOW, THEREFORE, BE IT RESOLVED, that the Colville Indian Housing Authority shall quitclaim and convey to LAST NAME all of its rights, titles, interests, and obligations in and to the MHOA House described above; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Colville Indian Housing Authority shall quitclaim and convey to LAST NAME all of its rights, titles, interests, and obligations, if any, in and to the Underlying Land described above; and

NOW, THEREFORE, BE IT FINALLY RESOLVED, that the Chairperson of the Board of Commissioners and/or the Executive Director of the Colville Indian Housing Authority are hereby authorized and directed to prepare and execute all documents necessary to effect the conveyance of the MHOA House and Underlying Land.

CERTIFICATION

I, _____, hereby certify that the above Resolution No. _____ was duly enacted by the Colville Indian Housing Authority on the ____ day of _____, 20__; a quorum being present with a vote of __ for, __ against, and __ abstaining.

Secretary
Colville Indian Housing Authority

ATTEST:

Chair
Colville Indian Housing Authority

QUITCLAIM AND RELEASE DEED (MHOA HOUSE)

RECORDING INFORMATION

THIS SPACE RESERVED FOR
RECORDER'S USE

GRANTOR: Colville Indian Housing Authority
P.O. Box 528
Nespelem, WA 99155

GRANTEE: [NAME]
[Mailing Address]
[City, State Zip]

*Until a change is requested, all tax statements
shall be sent to the following address:*

[FULL NAME]
[Mailing Address]
[City, State Zip]

Quitclaim and Release Deed (MHOA House)

The Grantor, Colville Indian Housing Authority (“CIHA”), P.O. Box 528, Nespelem, Washington 99155, for and in consideration of the satisfaction of certain obligations specified under the terms of the Mutual Help and Occupancy Agreement (“MHOA”) or waiver thereof, dated on or about [DATE], entered into between CIHA and on behalf of [FULL NAME], conveys and quitclaims to [FULL NAME] in as-is condition, all rights, titles, interests, and obligations of CIHA in the dwelling unit identified in the MHOA as Project No. _____, Unit No. _____, which has the street address of Unit _____, [FULL ADDRESS], located on the following described real property:

LEGAL DESCRIPTION

INSERT LEGAL DESCRIPTION

This Quitclaim and Release Deed is entered into effective the ____ day of _____, 20__.

Colville Indian Housing Authority

By: _____
Name: _____
Title: _____

State of Washington)
)ss

County of _____)

On this day personally appeared before me _____, the [title] _____ of the Colville Indian Housing Authority, who executed the forgoing instrument for and on behalf of the Colville Indian Housing Authority, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public for Washington

My Commission Expires: _____

QUITCLAIM AND RELEASE DEED (LAND)

RECORDING INFORMATION

THIS SPACE RESERVED FOR
RECORDER'S USE

GRANTOR: Colville Indian Housing Authority
P.O. Box 528
Nespelem, WA 99155

GRANTEE: [FULL NAME]
[Mailing Address]
[City, State Zip]

*Until a change is requested, all tax statements
shall be sent to the following address:*

[FULL NAME]
[Mailing Address]
[City, State Zip]

Quitclaim and Release Deed (Land)

The Grantor, Colville Indian Housing Authority ("CIHA"), P.O. Box 528, Nespelem, Washington 99155, for and in consideration of the satisfaction of certain obligations specified under the terms of the Mutual Help and Occupancy Agreement ("MHOA") or waiver thereof, dated on or about [DATE], entered into between CIHA and on behalf of [FULL NAME], conveys and quitclaims to [FULL NAME] any and all of CIHA's rights, interest, and obligations, if any, including any rights in and to any lease, in the following real property which has the street address of Unit ____, [ADDRESS], described in more detail as follows:

LEGAL DESCRIPTION

INSERT LEGAL DESCRIPTION

This Quitclaim and Release Deed is entered into effective the ____ day of _____, 20__.

Colville Indian Housing Authority

By: _____
Name: _____
Title: _____

State of Washington)
)ss
County of _____)

On this day personally appeared before me _____, the [title] _____ of the Colville Indian Housing Authority, who executed the forgoing instrument for and on behalf of the Colville Indian Housing Authority, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

Notary Public for Washington

My Commission Expires: _____

MUTUAL RELEASE OF MUTUAL HELP AND OCCUPANCY AGREEMENT

WHEREAS, the Colville Indian Housing Authority (“Housing Authority”) and [FULL NAME] entered into a Mutual Help and Occupancy Agreement (“MHOA”) dated on or about [DATE], with [FULL NAME] for the acquisition of a house by [FULL NAME]; and

WHEREAS, the Colville Indian Housing Authority and [FULL NAME] entered into a Mutual Release of Mutual Help and Occupancy Agreement dated [DATE], to permit [FULL NAME] to assume all rights and responsibilities of the MHOA; and

WHEREAS, that MHOA house is located at the following physical address: Unit # _____, [ADDRESS], situated on the following described real property:

LEGAL DESCRIPTION

INSERT LEGAL DESCRIPTION

WHEREAS, through the MHOA [FULL NAME] agreed to comply and fulfill certain terms and conditions over a period of time, at the conclusion and satisfaction of which [FULL NAME] would be entitled to conveyance of the Housing Authority’s interest in the MHOA house and land from the Housing Authority; and

WHEREAS, in accordance with the Housing Authority’s funding requirements and in accordance with Section 10.3(a) of the MHOA, the Housing Authority shall convey its interest in the house and land when the MHOA requirements have been met/satisfied; and

WHEREAS, even though [FULL NAME] has not met all obligations under the MHOA and still owes an arrearage of unpaid monthly payments to the Housing Authority, nonetheless the Housing Authority has conveyed to [FULL NAME] all the Housing Authority’s right, title, and interest in the house being acquired by [FULL NAME] under the MHOA; and

WHEREAS, the Housing Authority has conveyed to [FULL NAME] all the Housing Authority’s rights, interest, and obligations in the underlying land, described above, on which the house is located.

NOW, THEREFORE, the Colville Indian Housing Authority and [FULL NAME] hereby release each other from any further obligation whatsoever under the MHOA.

This Mutual Release is entered into effective the ___ day of _____, 20__.

Colville Indian Housing Authority

[FULL NAME]

By: _____

Name: _____
Title: _____

[Insert CIHA Letterhead]

DATE

HUD Office of Native American Programs - Northwest Region
Seattle Federal Office Building, Suite 300
909 First Avenue
Seattle, WA 98104-1000

RE: Conveyance of Mutual Help and Occupancy Agreement Home
Project No. _____, Unit No. _____
ADDRESS

To Whom It May Concern:

This letter is to inform you that the Colville Indian Housing Authority (“Housing Authority”) has conveyed the MHOA Home identified above to [FULL NAME] (“Homebuyer”), pursuant to the MHO Agreement entered into between the Housing Authority and Homebuyer dated [DATE]. The Housing Authority conveyed the home to Homebuyer on _____, 20____, through a Quitclaim and Release Deed. On that same date, the parties executed a Mutual Release of all obligations under the MHO Agreement.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Douglas Marconi Sr., Executive Director
Colville Indian Housing Authority

[Insert CIHA Letterhead]

DATE

AMERIND Risk Management Corporation
502 Cedar Drive
Santa Ana, New Mexico 87004

**RE: Conveyance of Mutual Help and Occupancy Agreement Home
Project No. ____, Unit No. ____
[FULL ADDRESS]**

To Whom It May Concern:

This letter is to inform you that the Colville Indian Housing Authority (“Housing Authority”) has conveyed the MHOA Home identified above to [FULL NAME] [“LAST NAME”] (“[LAST NAME]”) pursuant to the MHO Agreement dated [DATE]. The Housing Authority conveyed the home to [LAST NAME] on or about _____, 20__, through a Quitclaim and Release Deed. The Housing Authority conveyed the land to [LAST NAME] on or about _____, 20__, through a Quitclaim and Release Deed. On or about that same date, the MHO Agreement was terminated and the parties were released from all obligations under the MHO Agreement.

The obligations to provide insurance for the Home, including fire and other casualty insurance, now lies with [LAST NAME] as the homeowner. This Home should therefore be removed from the Colville Indian Housing Authority’s policy coverage.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Douglas Marconi Sr., Executive Director
Colville Indian Housing Authority