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**Title: Over-Income Down Payment Assistance**

## **ABSENTEE SHAWNEE HOUSING AUTHORITY**

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

<p><b>These policies and procedures were adopted by the Board of Commissioners of the Absentee Shawnee Housing Authority by Resolution # 2017- effective March 22, 2017.</b></p>
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**SECTION 1**

**GENERAL PROVISIONS**

A. **Introduction; Tribal Preference.** The mission of the Absentee Shawnee Housing Authority ("TDHE") is to provide decent, safe, sanitary and affordable housing to eligible Native Americans living or intending to live within its housing service area, as same may change from time to time. Only enrolled members of the Absentee Shawnee Tribe of Oklahoma ("Tribe") will receive consideration in the allocation of resources in compliance with the Over-Income Down Payment and Closing Cost Assistance Program Operating Policy and Procedure ("Policy").

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

1. A guide to use in determining eligibility, selection of applicants, and occupancy standards;
2. A document to provide consistent, equitable, and uniform treatment of clients and applicants; and
3. A basis for decision-making by officers and employees of the TDHE.

C. **Interpretation; Applicability.** This Policy supersedes any and all ordinances, policies, laws or resolutions regarding the operation of the Over-Income Down Payment and Closing Cost Assistance Program of the TDHE ("Program").

D. **Sovereign Immunity.** The TDHE specifically retains all governmental immunities associated with its sovereign status. The TDHE's subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The TDHE does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

E. **Notice.** All applicants for the Program shall receive a copy of this Policy, and shall acknowledge receipt in writing. The TDHE shall post a copy of this Policy in the lobby of its headquarters and TDHE website.

**SECTION 2**



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### CONDITIONS OF ELIGIBILITY

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

1. The Applicant must qualify as a family (includes a family with or without children, an elderly family, a near-elderly family, a disabled family or a single person);
2. The Applicant must be an enrolled member of the Absentee Shawnee Tribe of Oklahoma;
3. The Applicant must be at least eighteen (18) years of age;
4. The Applicant must meet minimum income guidelines (minimum income guidelines are attached as Appendix "C" to this Policy and are incorporated herein by reference);
5. The Applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to credit qualification and pre-homeownership counseling obligations;
6. The dwelling unit must be located within the state of Oklahoma.
7. The Dwelling Unit must be free from defects, meet the definition of a standard home, and in compliance with all applicable building and occupancy codes;
8. The Dwelling Unit must not present any lead-based paint hazards;
9. The Dwelling Unit must be a single-family dwelling. Rental properties and cooperative units will not be eligible.
10. The Applicant must be a first-time homeowner and not have owned any real estate within the last three (3) years. Exceptions to the first-time homeowner rule will be considered on a case-by-case basis and include:
  - a. An Applicant who already owns, as his/her principal residence, real estate that does not meet the definition of a standard home and is not in compliance with applicable building codes and which cannot be brought into compliance



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for less than the cost of constructing or purchasing a code-compliant structure, provided that such home is sold and a bill of sale presented to the TDHE prior to the issuance of the assistance; and/or

- b. An Applicant who is recently divorced or legally-separated, where the previously-owned home was owned jointly by his/her spouse and the Applicant loses or relinquishes all ownership rights to said home.
11. The Applicant must intend to use the Dwelling Unit as his/her principal residence for a period of not less than the Binding Commitment period from the date the assistance is provided; and
  12. The Applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee of the TDHE, member of the Board of Commissioners and/or Executive Committee members.

**C. Computation of Income.** The Applicant's annual income shall be determined by estimating anticipated total income from all sources received by any and all household members, either in their own names or on behalf of another household member. Income attributable to any and all household member(s), excluding children under the age of eighteen (18) years, shall be included in the total household income. The following amounts may not be considered as income under this paragraph:

1. Any amounts not actually received by the family;
2. Any amounts that would be eligible for exclusion under section 1613(a)(7) of the Social Security Act; and
3. Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.

**D. Ineligible Applicants; Participant Exclusion Criteria.**

1. Ownership, use, or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a Dwelling Unit shall disqualify an Applicant from the Program.



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2. Parties to land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage specifically are excluded from participation in the Program.
3. Previous tenants who owe a debt to the Absentee Shawnee Housing Authority or to any public or Indian Housing Authority will not be eligible for Program participation until the owed monies are paid in full as evidenced by appropriate documentation.
4. The TDHE, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the Applicant and/or any adult household member(s):
  - a. Have been evicted from any public or Indian Housing Authority;
  - b. Have been determined to be guilty of program abuse or fraud in any federal housing assistance program;
  - c. Have previously abandoned, relinquished and/or damaged a unit owned by this or another Indian housing authority;
  - d. Owe a debt to the TDHE or other Tribal programs for past-due rent or damages to a program unit.
5. Current participants in any homeownership program of the TDHE or other Tribal housing programs (including but not limited to the mutual-help and lease-purchase programs) and previous recipients of Down Payment and Closing Cost Assistance are ineligible to participate in the Program.

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

1. No moneys will be expended for Dwelling Units that do not pass an appropriate review of lead-based paint hazards, or are located in areas designated as having special flood hazards under the Flood Disaster Protection Act of 1973 (unless suitable flood insurance is obtained at the participant's expense);
2. Each household is limited to a maximum of \$5,000 in Program assistance for purposes of closing and down payments cost.
3. If the Participant sells or conveys the home within the Useful Life and Binding Agreement period following the date the assistance is



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provided, the grant is voided and the full amount must be repaid to the TDHE;

4. The Participant will not qualify for and shall not utilize any other programs available for Homeownership within the TDHE.
5. The Program shall not be utilized for re-financing; and
6. Program assistance will be transferred to the company handling the real estate closing. No moneys will be granted, loaned or transferred directly to Program Participants.

**SECTION 3**

**APPLICATION PROCEDURES**

A. **Application Requirement.** The application is the basic record of each family applying for admission to the Program. Each Applicant is required to provide any and all information requested and to sign the application and related forms. The form of application set forth as Appendix "B" to this Policy hereby is adopted and incorporated by reference. All information and statements made by the Applicant are subject to verification. **Providing false statements renders the Applicant ineligible.** If an Applicant fails to provide a complete application, including any and all required supporting documentation, within thirty (30) days of the date of receipt of the initial application, the application shall be denied without further notice by the TDHE and the Applicant must re-apply for assistance.

B. **Application Procedure.**

1. Applications are accepted at the Absentee Shawnee Housing Authority office. Each application shall reflect the date and time received and shall bear the initial of the employee who accepted the application. Copies of the front page may be handed to the Applicant as receipt of application upon request.
2. All adult applicants must sign an authorization for release of information, which is required for third party verification.
3. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence.
4. If during the application intake and screening process it is determined that the Applicant is ineligible for program participation, the Applicant



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will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of services will be documented for the file. A letter will be mailed to the Applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for the denial of service and notify the Applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the TDHE.

5. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.

**C. Verification and Documentation of Application Information.**

Information submitted by each Applicant shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each Applicant shall provide the following documents to substantiate his or her Indian status, identity, income and other conditions of eligibility. At a minimum, each Applicant shall provide copies of:

1. The tribal membership card of the Head of Household;
2. Social Security cards and birth certificates for all household members;
3. Federal tax returns or transcripts filed for the current year and previous year or a notarized statement explaining why a tax return was not filed from the Applicant and each adult household member;
4. Copies of paycheck stubs from the Applicant and each household member with earned income;
5. Statements or award letters from agencies documenting unearned income (including but not limited to Social Security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty and Veterans benefits); and/or
6. Certified statements from self-employed persons or persons whose earnings are irregular, setting forth gross receipts, itemized expenses and net income.





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### D. **Waiting List.**

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection process set forth in Section 4(A) of this Policy.
2. The waiting list shall be updated on a regular basis. Any Applicant wishing to be removed for the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 3(E), below.

E. **Application Updates.** Applicants shall update their applications and supporting documents and maintain current contact information on file no less frequently than every six (6) months. This is the responsibility of the Applicant and not the TDHE. Applicants who have not updated their applications within **thirty (30) days** of notification of the duty to update will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date. Inactive applications and supporting documents will be discarded after three (3) years.

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

## SECTION 4

### Selection of Participants

A. **Preference.** The TDHE reserves the right to reconfigure the rank order when an Applicant's living environment presents an imminent health or safety risk. In all other cases and subject to the availability of funds, the TDHE shall allocate Program assistance to qualifying Applicant(s) on a first-come, first-serve basis.

B. **Notification of Selected Applicants.** The TDHE shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the Participant has been selected for participation in the Program;
2. A brief description of the Program and summary of the Participant's responsibilities;





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3. If applicable, the time and place for training/counseling activities; and
4. Notification that the Participant has thirty (30) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be regarded as a rejection of the offer.

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

## **SECTION 5**

### **Implementation**

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

B. **Mortgage Loan Qualification.** The Participant must qualify for a first mortgage loan administered by a local lending institution in the amount of the total purchase price of the Dwelling Unit within ninety (90) days of the date of the notice of selection provided by the TDHE pursuant to Section 4(B) of this Policy. The mortgage must have commercially reasonable terms, including a term of at least fifteen (15) years at a fixed, reasonable interest rate. The TDHE will not provide assistance in connection with any land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage. The Participant must submit a Request for Loan Approval within the ninety (90) day period, unless the TDHE grants an extension in writing. The TDHE may extend this period of time in one or more increments, not to exceed an additional sixty (60) days, provided that the Participant is actively seeking a mortgage loan and remains qualified for Program participation in all respects. If the Participant fails to secure a suitable mortgage loan within the applicable time frame, the TDHE shall notify the Participant in writing that he/she is ineligible for continued participation and must re-apply for assistance under the Program.

C. **Request for Loan Approval.** Participant(s) shall turn in a Request for Loan Approval at least forty-five (45) days prior to the anticipated closing date for the real estate transaction. The Participant shall identify the Dwelling Unit to the TDHE and provide verification by the lender as to the Participant's qualification for the loan, the terms of the loan, and the purchase price and closing costs associated with the loan.



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D. **Appraisal.** The Participant must obtain a certified appraisal of the Dwelling Unit at his/her own expense. The total value of the Dwelling Unit as determined by the appraisal shall not be less than the purchase price negotiated by the Participant. If the Dwelling Unit is owned by a member of the immediate family of the Participant or an immediate family member of any member of the Participant's household, two (2) appraisals shall be performed and the assistance must be approved in advance by the Board of Commissioners. For purposes of this Policy, an immediate family member includes a parent, child, step-parent, spouse, son-in-law, daughter-in-law, step-child, uncle, aunt, sibling, and/or grandparent.

E. **Inspection.** The Dwelling Unit and grounds must be inspected by a qualified licensed inspector in order to verify that the unit meets the definition of a standard home and complies with all applicable building and occupancy codes. This inspection will be at the Participants own expense. Depending upon the age of the Dwelling Unit, a lead-based paint inspection may also be required. If for any reason the inspection report notates any deficiency the Participant must notify the seller within a 30-day period; however the TDHE may extend the period on a case-by-case basis. If the thirty (30) day period and any approved extensions have elapsed or the unit has failed following two (2) re-inspections, the Participant must select another Dwelling Unit to be eligible for Program participation.

F. **Closing of Real Estate Loan.** The lender and/or closing company will provide standard real estate forms, will set closing dates and times and will ensure that all paperwork is complete prior to closing. **It is the responsibility of the Participant to notify the TDHE of the closing date at least ten (10) business days prior to the closing.**

G. **Restriction against Alienation.** The TDHE will file a lien reflecting the amount of the assistance in the land records office of the County where the real property is located. The lien will be released after a period determined by the Binding Commitment Agreement (Appendix "D") which is based on the amount of assistance received. The lien shall be subject to earlier release in accordance with the Useful Life Policy of the TDHE, which hereby is adopted and incorporated by reference.

## SECTION 6

### ASSISTANCE CALCULATION AND PAYMENT

A. **Subsidy Calculation.** Each household is limited to a maximum of \$5,000 in Program assistance.

B. **Issuance of Assistance.** After issuance of a loan commitment to the



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

### SECTION 7

#### RULES AND CONDITION OF CONTINUED PARTICIPATION

A. **Principal Residency Requirement.** The Participant(s) must take possession of the Dwelling Unit within thirty (30) days of the closing date and continue to occupy the Dwelling Unit as their principal place of residence for no less than the Binding Commitment Agreement Period. Participant(s) shall not sell, sub-lease or convey the Dwelling Unit during the Binding Commitment Agreement Period. A Dwelling Unit which has been unoccupied for a period of **thirty (30) days** or more may be determined to be abandoned and a violation of this Policy.

B. **Counseling/Continuing Education.** Participants may be required to participate in ongoing educational programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the TDHE and participation in such programs is a condition of continued participation in the Program.

### SECTION 9

#### TERMINATION OF PROGRAM PARTICIPATION

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

1. The acquisition or occupancy of another home or failure to continue to use the Dwelling Unit as the family's principal residence;
2. Misrepresentation of income, household composition or other material fact(s), regardless of whether the Participant is or is not eligible to participate at the time the misrepresentation is discovered;
3. More than three (3) unexcused absences from scheduled appointments with TDHE staff for inspections, counseling, or any other purpose;



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4. Failure to supply any requested certification, release, information, or documentation as the ASHA determines to be necessary;
5. Selling, sub-leasing, conveying or abandoning the Dwelling Unit;
6. Other material violation of any term or provision of this Policy or other tribal and state regulation.

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

1. The TDHE shall send a letter stating that the household is not in compliance with a specific provision of the Policy, describing the satisfactory means of resolving the violation, if any, and providing that such violation must be cured within thirty (30) calendar days of the date of the notice.
2. If the Participant(s) does not cure the violation within the timeframe specified, the TDHE shall issue a notice to terminate his/her participation in the Program. The notice shall advise the Participant of his/her right to appeal the decision to terminate services pursuant to the Grievance Policy of the TDHE.
3. Participant(s) whose conduct constitutes fraud or presents an imminent threat to the continuation of the Program or the health, safety and/or welfare of others shall not be entitled to the thirty (30) day notice period and opportunity to cure set forth in this Section.

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

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

- 1 Attorney's fees and court costs; and/or



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2. Other charges specified under any applicable tribal, state, or federal law or regulation.

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

1. Repayment of delinquent amounts subsequent to a court order shall be in full.
2. The TDHE may collect judgment debts from previous or current Participant(s) by:
  - a. Garnishing wages; and/or
  - b. Placing liens on property.
3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the TDHE.

**SECTION 10**

**MISCELLANEOUS PROVISIONS**

**A. Confidentiality.** All information obtained by the TDHE in order to establish suitability for Program participation shall be kept strictly confidential. Permissible disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Tribe or its funding agencies.

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

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



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**APPENDIX "A"**

**HOMEOWNERSHIP COUNSELING AGREEMENT**

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
TDHE Representative

\_\_\_\_\_  
Date





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**APPENDIX "B"**  
**OVER INCOME DOWN PAYMENT ASSISTANCE PROGRAM**

**THE ABSENTEE SHAWNEE HOUSING AUTHORITY ONLY ACCEPT COMPLETE APPLICATIONS INCOMPLETE APPLICATIONS WILL BE RETURNED OR FILED INACTIVE**

You must attach all of the following documents with the application in order for the application to be processed:

- Photo Identification for all household members over the age of 18.
- CDIB and /or Tribal Enrollment Cards (for ALL Native American household members)
- Social Security Cards (all household members)
- State Birth Certificates (all household members)
- Marriage License/Divorce Decree/Custody Decree (if applicable)
- Award Letters for Income (Social Security, SSI, Disability, Unemployment Benefits and Workman's Comp, etc...) if applicable
- Copies of paycheck stubs from the Applicant and each household member with earned income
- Federal Tax Returns filed for the previous year and current year (if filed)
- Any other documentation requested by the Absentee Shawnee Housing Authority





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**APPENDIX "B"**  
**OVER INCOME DOWN PAYMENT ASSISTANCE APPLICATION**

Head of Household: \_\_\_\_\_ Tribal Affiliation \_\_\_\_\_

Elderly/Handicapped?  Yes  No

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

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

Telephone Number home: \_\_\_\_\_ Work \_\_\_\_\_ Message \_\_\_\_\_

Have you ever participated in Absentee Shawnee housing program(s)?  Yes  No

If yes, please explain: \_\_\_\_\_

Have you ever participated in other Tribal housing program(s)?  Yes  No

If yes, please explain: \_\_\_\_\_

**Part A. Family Composition**

**List all person(s) living in the household on a permanent basis.**

	Name	Relationship	Date of Birth	Social Security #
1.		Head of Household		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

\*Social Security number is required for all family members who are 6 years of age or older

**B. Are you an enrolled member of the Absentee Shawnee Tribe?**  Yes  No



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**Part B. Family Income**

1. Income

	Complete Employer Name(s) & Address	Per Hour	Per Week	Per Year
1.		\$	\$	\$
2.		\$	\$	\$
3.		\$	\$	\$
4.		\$	\$	\$

2. Other income

Source	Per Month	Per Year
TANF	\$	
Social Security	\$	
S.S.I.	\$	
Unemployment	\$	
Pensions	\$	
Leases	\$	
Own Business	\$	
Other*	\$	

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

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

D. Please attach copies of the most recent IRS 1040 forms that were filed for the prior year and most recent pay stubs for all applicable members of the family.



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**Part D. Release of Information, Public Disclosure and Signature**

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

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Spouse (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**PUBLIC DISCLOSURE STATEMENT**

The Absentee Shawnee Housing Authority policies mandate that a public disclosure regarding conflicts of interest must be made on individuals who apply for assistance from the Absentee Shawnee Housing Authority and have immediate family ties (mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, daughter –in-law, son-in-law) to any employee or officer of the Absentee Shawnee Housing Authority, elected Tribal Official or Executive Committee Member.

To ensure that all applicants are treated fairly, a public disclosure will be done before you are permitted to participate in the program.

Do you have an immediate family tie to any of the above-mentioned individuals?

Yes  No

If, yes please list their names and their relationship to you.

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

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Spouse (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**ABSENTEE SHAWNEE HOUSING AUTHORITY OFFICIAL CERTIFICATION**

\_\_\_\_\_  
TDHE  
Representative

\_\_\_\_\_  
Date

Expiration Date:



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**ACKNOWLEDGEMENTS**

**Read these certifications carefully before you sign and date your application. Sign in ink.**

I/We certify that all of the answers given are true, complete and correct to the best of my/our knowledge and belief, and that they are made in good faith. This certification is made with the knowledge that the information will be used to determine eligibility to receive financial assistance, and that false or misleading statements may constitute a violation of tribal and federal law and grounds for denial of the assistance being requested.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We fully understand that submission of an application does not guarantee receipt of assistance, and that resources will be allocated or withheld according to availability of funds, the characteristics and living environments of other applicants and other valid considerations. I/We understand the right to appeal any adverse decision regarding this request for assistance to the Board of Commissioners through the grievance policy and procedure governing housing programs. I/We have read and fully understand the policy and guidelines provided with this application.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We fully understand the maximum, individual amount of assistance under this Program is \$5,000.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_



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If I/We sell the house within the Binding Commitment Agreement years following the date the assistance was rendered, the subsidy will be voided and I/We will repay the full amount of the grant at the time of settlement to the TDHE.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We understand that execution of the agreement is deemed consent to amend it to conform to any provision of the rules, regulations and policies of the Absentee Shawnee Housing Authority and/or Tribe. I/We consent to the civil jurisdiction of the District Court of the Absentee Shawnee Tribe of Oklahoma and/or to such jurisdictional court as the Housing Authority may recognize for purposes of enforcing this Policy.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

I/We understand that the TDHE shall not be liable for any damage to person or property caused by any action, omission or negligence of the TDHE or any of its employees or agents. Further, I/We agree to hold the TDHE harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

**Privacy Act Statement**

Part 256 of 25 CFR, established under the mechanism of the Snyder Act, 25 USC 13, provides for the collection of this information. The primary use of this information is by an officer or employee of the Federal or Tribal housing office to determine eligibility for a grant for services provided under HUD and BIA-assisted programs. Additional disclosures of the information may be to a HUD or BIA employee in the conduct of a program review or audit, or to a Federal Law enforcement agency when the agency becomes aware of a violation or possible violation of civil or criminal law. Furnishing the information on this form is required to establish eligibility for your participation in the program.



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**APPENDIX "C"  
INCOME REQUIREMENTS**

<b>Family Size</b>	<b>Minimum</b>		<b>Family Size</b>	<b>Minimum</b>
1	43,960		5	67,824
2	50,240		6	72,848
3	56,520		7	77,872
4	62,800		8	82,896



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**APPENDIX "D"**

**ABSENTEE SHAWNEE HOUSING AUTHORITY**  
**OVER -INCOME BINDING COMMITMENT AGREEMENT**

This Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the undersigned Homeowner (the "Homeowner") and the Housing Authority of the Absentee Shawnee Tribe of Indians of Oklahoma, a public body corporate (the "Housing Authority"); (both of whom are referred to herein as the "Parties").

**RECITALS:**

Homebuyer has now qualified for and requests the Housing Authority grant Absentee Shawnee Housing Authority (TDHE) funds under the down payment assistance program. The Housing Authority has agreed to grant and provide such funds, subject to the terms and conditions herein below.

NOW THEREFORE, in consideration of the above Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The Housing Authority agrees to grant and provide to the undersigned Homeowner the qualifying amount of TDHE funds, according to the attached Schedule of Subsidy Funds.
2. If the home is sold, mortgaged, or otherwise transferred, before the expiration of the applicable TDHE Affordability Period, the Homeowner agrees to immediately reimburse and pay to the Housing Authority the full amount of TDHE funds expended. The subsidy agreement will be void all funds must be repaid.
3. The Homeowner grants and conveys to the Housing Authority a lien upon the home and the real property and premises, as more particularly on Exhibit "A" attached hereto and made a part hereof by reference to secure the repayment of Homeowner's TDHE funds; which lien may be foreclosed upon the home and the real property and premises.
4. Homeowner will use the Property for residential purposes only and that the Homeowner is the primary resident and will not use home for lease, sub-lease, or rental property.
5. All remaining terms and conditions contained in the Agreement, not otherwise modified or amended, shall remain in full force and effect.
6. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns.

Dated and effective the date and year first above written.





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By: \_\_\_\_\_  
"Homeowner"

By: \_\_\_\_\_  
"Spouse"

THE HOUSING AUTHORITY OF THE  
ABSENTEE SHAWNEE TRIBE OF  
INDIANS OF OKLAHOMA,  
a public body corporate

By: \_\_\_\_\_  
Sherry Drywater, Executive Director

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the Homeowner(s) \_\_\_\_\_ to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]  
Public: \_\_\_\_\_

Notary

Commission Number: \_\_\_\_\_  
Expires: \_\_\_\_\_

Commission

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF POTTAWATOMIE )

Before me, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Sherry Drywater, Executive Director, to me known to be the

Expiration Date:



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identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]  
Public: \_\_\_\_\_

Notary

Commission Number: \_\_\_\_\_  
Expires: \_\_\_\_\_

Commission



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Exhibit "A"

Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Legal Description:

Description of subsidy:

Down payment and closing assistance

Date of Assistance: \_\_\_\_\_

Amount of Assistance: \$5,000

Date of Expiration: \_\_\_\_\_

**SCHEDULE OF FUNDS**

<b>TDHE Assistance</b>	<b>Affordability Period</b>
\$5,000	12 months

Expiration Date: