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## **SAFE HOMES PILOT PROGRAM POLICY**

**As amended by CN: R-09-17-22-12**

### **Policy Statement**

The Seneca Nation is responsible for the general welfare of its members, many of whom are unable to qualify for Nation housing programs. To overcome this obstacle for individuals or families in need of affordable and efficient housing, the Safe Homes Pilot Program has been designed to assist individuals or families that are truly committed to owning a home and meeting homeownership responsibilities. This program provides a one-time no-interest loan to be used for the purchase of a new manufactured home provided by the Seneca Nation. Manufactured homes must be constructed in conformance with the federal Manufactured Home Construction and Safety Standards. These standards regulate all aspects of construction, including design and construction strength, durability, transportability, fire resistance, and energy efficiency. This is a Pilot Program of the Seneca Nation that may be reauthorized by the Nation's Council depending on the availability of funds.

### **1. General Information**

- a. The Program must be utilized on restricted fee lands within Seneca Nation Territory.
- b. The purchase price for the home will be based on the "Total Cost of Development" as more particularly described in the Program guidelines set forth below.
- c. Approved Program participants will enter into a Promissory Note in the form included in this Policy.
- d. Monthly rental payments will be automatically deducted from participant's monthly annuity payments and will be credited toward the purchase price of the home.

### **2. Application Process/Eligibility**

- a. The Program participant must complete a Seneca Nation-approved homebuyer education program before or within six (6) months of execution of the Mortgage Note.
- b. Applicants must be members of the Seneca Nation and above the age of 21.
- c. Applicants must execute an Irrevocable Pledge of Annuity Assets as a form of payment to participate in the Program.
- d. Applicants must occupy the new home as their principal residence.
- e. Applicants must show proof of inspection by the Nation's Inspector that their current living conditions are: unsafe and/or unfit for human occupancy; and that the repair costs exceed the value of the new home.

- f. Applicants current home must be deemed unsafe and/or unfit for human occupancy due to normal wear and tear and not neglect.
- g. Applicants must possess a Nation lease or a clear deed to land that is of at least ½ acre and suitable for placement of their manufactured home. The home will be secured by a first lien.
- h. Applicants that do not possess a Nation lease or clear deed may be eligible if:
  - i. The Applicant is an heir to the estate that owns the land;
  - ii. The Applicant obtains the written consent of all other heirs to use at least ½ acre of land that is suitable for placement of their manufactured home; and
  - iii. The Applicant has resided on the land for at least 20 years;
- i. The Applicant must certify that water, sewer, and electric utilities are available on-site and ready for hookup and installation on or before the date of delivery. The Nation's Inspector will conduct an inspection of the proposed site and certify it is ready for delivery of the home before approval of the application.
- j. Participation in the Program is subject to availability of housing and funding. Nothing in this Policy obligates the Seneca Nation to allocate land or funding to this Program.

### 3. Restrictions

- a. During the term of the Note and until such time as participant has complied with all obligations under the Agreement, the participant will not be able to sell or mortgage or sublease or otherwise encumber the home.
- b. All costs associated with maintenance and ownership will be the responsibility of the participant.
- c. Participant shall not use or permit the use of the home for any illegal or prohibited purpose or use by the Participant, household member, or guest.
- d. Participant shall not make structural changes or additions to the home.

### 4. Program Guidelines

- a. If the participant fails to comply with the terms and conditions of the Note, they will be in default and subject to foreclosure and eviction procedures.
- b. Program participants will be required to enter into a Note with the Nation at the time they are accepted into the Program. The terms of the Note will include:
  - i. Length of term for repayment;
  - ii. Amount of monthly rental payment and payment date;
  - iii. Agreement to follow occupancy guidelines and maintenance requirements; and
  - iv. Agreement to meet Program requirements.
- c. The purchase price for the home will be determined at the time the home is completed and prior to the Program participant taking occupancy. The purchase price shall be calculated based on the "Total Cost of Development" of the home, which includes: the total cost of the home, delivery of the home, the cost of any site work and installation of utilities and infrastructure; all permitting and inspection fees, cost of appliances and building mechanicals and systems and interior and exterior finishes and landscaping.
- d. The Nation will assist in providing limited site work for costs not associated with construction of the home or home delivery, including costs associated with hookup of

utilities; skirting; construction of a landing (no greater than 5 x5 feet) and a ramp, where appropriate.

- e. The term of the Note shall be no more than thirty (30) years. The monthly payment amount under the Note shall be calculated by dividing the purchase price by the number of months in the term.
- f. Participants shall be permitted to prepay the purchase price for the home.



# Seneca Nation Safe Home Pilot Program

90 Ohi:yo' Way / P.O Box 231  
Allegany Territory, Seneca Nation  
Salamanca, NY 14779

12837 Route 438  
Cattaraugus Territory, Seneca Nation  
Irving, NY 14081

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## Application Checklist

**Section I:** This section of items must be handed in with your application before we can review your eligibility.

- \_\_\_ Completed application
- \_\_\_ Photo ID; NYS Driver's License and Tribal Enrollment Card
- \_\_\_ Social Security Card
- \_\_\_ Current Original Enrollment certificate from Clerk's office
- \_\_\_ Inspection Report
- \_\_\_ Current Electric Bill in applicant's name (in good standing)

**Section II:** This section of items are needed prior to closing.

- \_\_\_ Building Permit
- \_\_\_ Title Search
- \_\_\_ Original Deed & Survey
- \_\_\_ Homeowner's Insurance (Binder and paid in full receipt)

**Section III:** This section of items are needed to be completed at the closing.

- \_\_\_ Mortgage Note
- \_\_\_ Pledge of Annuity Payments
- \_\_\_ Successor Agreement
- \_\_\_ Deed in Trust

# Safe Homes Pilot Program

## Application

The Safe Homes Pilot Program is created to provide safe and healthy manufactured homes for Seneca members\* in need. This program will be financed through the Seneca Nation Mortgage Program.

\*Must reside on Allegany/Cattaraugus/Oil Spring Territory

Enrollment #

Name:

Date of Birth:

Age:

Physical Address:

Mailing Address:

Phone #

Message Phone #

Describe the location of the Mortgaged Home:

List all members in household

SNI Enrollment #

Relationship

Age/DOB

I, certify that all of the information given is true, complete and current to the best of my knowledge, I also understand that any false statements that are made fraudulently in order to obtain services will result in an automatic denial of present and future services.

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

### **Succession**

**7.1. Definition of "Event".** Event means the death or mental incapacity or transference of occupancy of the home and all obligations of the Agreement by all of the persons who have executed this Agreement as Lessees.

**7.2. Designation of Successor by Lessee.**

**A.** A Lessee may designate a successor who, at the time of the event would assume the status of Lessee, provided that at that time he or she meets the conditions stated in the following section. The designation shall be made at the time of execution of this Agreement, and the Lessee may change the designation at any later time by written notice to the Seneca Nation. The designated successor isn't required to be a co-lessee on this Agreement.

**B.** The designated successor as of the date of execution of this Agreement is:

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

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

Street & Number: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Relationship: \_\_\_\_\_ Enrollment Number: \_\_\_\_\_