BLUE RIVER MEADOWS ADDITION

Option to Purchase Program Guidelines, Policies and Qualifications

For Otoe-Missouria Tribal Members
SECTION 1: DESCRIPTION OF PROGRAM

A. **Summary:** This program is an Option to Purchase Program and will be referred to as the “Purchase Option Program” hereafter. At least one of the applicants must be an enrolled member of the Otoe-Missouria Tribe (“Participants”). Participants are renting until a specified time by which they will exercise the option to purchase or otherwise terminate their Use & Occupancy Agreement. Participants during the term of this program do not have and will not accumulate any equity in the property until such time that the option to purchase is exercised. No Participant shall have any right to a refund of rents upon termination by expiration of the term of the Use and Occupancy Agreement or termination for any other reason. All applicants must be able to pay the minimum rent and achieve mortgage readiness within five (5) years from the date the Use and Occupancy Agreement is first entered into between the parties.

B. The location of the housing development shall be considered for all purposes as a dependent Indian Community in Indian Country within the meaning of Title 18, United States Code, Section 1151. **The Option to Purchase must be exercised within the specified time frame established in the Use & Occupancy Agreement, but not to exceed 60 months.** This program is designed to assist Otoe-Missouria families. Generally, Homebuyers must comply with the following:

1. Be committed to purchasing the property; and have sufficient income to meet the minimum rent and the other financial obligations of maintaining and buying a home;

2. Be able to overcome the obstacles to mortgage readiness in a period of time not to exceed 60 months except in extreme circumstances; and be committed to schedule the time to participate in the required group counseling and the one-on-one counseling tailored to the individual family’s needs.

3. The house payments made under the Purchase Option Use & Occupancy Agreement will be applied to the purchase of the home to reduce the amount of the mortgage when the option is exercised successfully. If the option is not exercised, the total amount paid will be retained by the Tribe as rent and the Homebuyer must secure other housing.

C. **Purpose of Policies:** Policies have been prepared to provide direction to staff for admission of applicants into the housing program and for administering the requirements governing their occupancy. The Purchase Option Program will be implemented by the Otoe-Missouria Housing Authority. Staff will conduct a reasonable and broad based effort to solicit
and accept applications from all interested parties. After determining eligibility, a waiting list of potential Purchase Option Program applicants will be maintained according to the time and date of application and other pertinent factors as outlined in these policies. These waiting lists will be used by the OMHA in selecting Homebuyer.

D. Applicability of Policies: All Participants are subject to the policies of the OMHA as they now exist or as they may hereafter be revised or added by the OMHA.

**SECTION 2: COVENANTS**

The following covenants apply to any and all programs operated in the Blue River Meadows Subdivision.

A. **Home & Homesite Requirements & Maintenance**

1. The Resident is responsible for planting and maintaining a yard.

2. Each resident will be responsible to maintain and keep clean and in good repair the exterior of their home as well as all appurtenant resident structures such as decks, steps, carports, storage buildings, and fences at all times. None of such appurtenances may be built by resident without prior approval by the OMHA. All wooden structures such as decks, handrails, etc., shall be painted or stained as necessary to prevent their visual and/or physical deterioration.

3. Driveways, streets, and Resident’s homesite, including porches and decks, are to be kept clean and free from trash and litter at all times. Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the Resident’s carport, garage, storage shed.

4. Furniture left outside a home shall be limited to outdoor or patio furniture. No household appliance or upholstered furniture can be placed outside of the home. Storage of any type beneath the home including any material of an illegal or explosive nature is prohibited.

Any unallowable items left out may be removed by the OMHA at the residents – homeowner’s expense after complying with any notice requirements.

B. **Residents & Guests**

1. Residents shall respect the peace of the Subdivision and see that their guests do the same. It is the responsibility of the Resident to keep their
children under control at all times. Neither Resident, their children, guests nor any other person staying or visiting the Resident shall cause unreasonably loud or disturbing noise between the hours of 10 p.m. to 8 a.m.

2. Residents are responsible for the actions of occupants of their home, as well as guests, licensees and invitees.

3. Residents shall conduct themselves and cause other persons who are on the premises with their consent to conduct themselves in a manner which will not disturb his neighbors’ peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. Excessive alcohol abuse, partying, fighting, quarreling and any other action or activities that interferes with or disturbs the health, safety, or right to peaceful enjoyment of the premises by other residents are prohibited.

4. Residents shall refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the home or grounds.

C. Parking Vehicles

1. No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on the street other than for service to the Resident. Inoperable vehicles or vehicle parts may not be stored or left on driveway, Homesite or anywhere in the Subdivision. Inoperable vehicles will be impounded or towed after 30 days of written notice. The expense of such removal shall be assessed against the Resident. Resident parking is restricted to the Resident’s driveway, carport, or garage.

2. Vehicles may not be parked on the street or parked in such a way as to extend into the street. Vehicles may not be parked in yards. Guests may park their vehicles in a Resident’s driveway, carport, or garage or other designated parking areas when visiting a Resident but must ensure that they are parked in a location so as not to block any neighbor’s access, or restrict traffic flow within the Subdivision.

3. Three wheelers, all terrain vehicles, dirt bikes or the like are not allowed to operate in the Subdivision.

D. Pets
1. Residents and owners shall keep no vicious animals. All pets shall be confined to the yard and not interfere with neighbors’ peaceful enjoyment.

2. Residents and owners shall not keep farm animals, including horses, on the property.

3. OMHA Policies and Tribal Ordinances shall apply as they now exist or hereafter are amended.

4. Residents shall keep no domestic animals on or about the leased premises without the prior, express and written consent of the OMHA. There shall be a non-refundable pet deposit due to the OMHA.

E. Landscaping

1. The Resident is responsible for keeping all landscaping mowed, trimmed, watered, and due to fire hazard, weeded and well maintained within their Homesite. If landscaping is not properly maintained and has reached 6 inches, the OMHA or the Tribe reserves the right to perform whatever landscape maintenance may be required and charge the Resident per established policy.

2. Each Resident shall install a sufficient amount of landscaping to prevent erosion and run off onto neighboring homesites, as well as to provide a pleasant environment.

3. The installation of fencing is subject to approval by the OMHA. A request with sufficient information must be made to the OMHA before a decision can be made by the OMHA. Fencing is not permitted between the street and the front of the home if it blocks visibility for auto traffic. All homes will be fenced in a similar design upon OMHA approval.

   Barbed wire, electrical fencing or any type that could be hazardous is prohibited.

F. Utilities

1. Payment for electrical, telephone, cable TV, natural gas, propane and kerosene is the responsibility of each Resident.

2. Garbage, water and sewer will be paid by the Resident including any deposits.

3. Each Resident is required to provide their own garbage cans. These cans are to be in a form acceptable to the local trash collection agency. If the
Resident fails to remove trash on a regular basis, arrangements will be made to have the trash picked up at the Resident’s expense.

4. Each Resident shall be responsible for ensuring that there be no obstructions to access to any water meter, water shut off valve, sewer clean-out, electrical/telephone/cable TV pedestal which may be located on their Homsite.

G. Unlawful Conduct

The resident is prohibited from using, causing to be used or allowing to be used any part of said rented or leased premises for any unlawful conduct or purposes. Any unlawful conduct is prohibited and may result in eviction and termination of the Use & Occupancy Agreement or assignment.

SECTION 3: APPLICATION

All enrolled members of the Otoe-Missouria Tribe are encouraged to submit applications as soon as possible because of the extensive requirements for qualifying. They also must be informed that if they need assistance in completing the application, staff are available to assist them. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or handicap, although selection for the Purchase Option Program is limited to applicants who are enrolled members of the Otoe-Missouria Tribe.

A. Application Forms: There are specific forms that must be used to complete an application. The application forms will be designed by staff to gather enough information to allow a full assessment of the family’s background to determine and verify eligibility, consistent with any applicable federal and OMHA requirements and the requirements of any other funding entity that are applicable at the time of admission. These forms may be supplemented with additional forms as deemed necessary by the Executive Director for clarification purposes. The minimum application forms generally required by the OMHA include, but are not limited to the following:

1. Intake, the Uniform Residential Loan Application (URLA) or program specific application.

2. Consent for Credit Report

3. Homebuyer Counseling Agreement

4. Goal Statement

5. Budget Worksheets
6. Applicable Verifications

7. Client Action Plan

8. Applicable Consents to Release Information

B. Application Process: Families must submit a full and complete application, including authorizations and evidence of prior attendance in Housing Counseling and Homebuyer Education classes and sessions, before they can be determined eligible or placed on a waiting list.

1. In order to be considered for occupancy in any housing program offered by the OMHA, a written (legible) application must be completed in consultation with an OMHA staff member.

2. The staff member preparing an application must note the date and time when the application was received.

3. After reviewing the application data, the Housing Counselor will submit the file to the OMHA for approval or denial to be placed on the waiting list.

4. Once the application is complete and eligibility has been determined, the applicant data will be entered into the appropriate Waiting List database.

5. In the event of a rejection, the staff will notify the applicant in writing (certified mail return receipt requested) of the basis of the determination and the right to appeal the decision in accordance with the Grievance Policy.

6. The Housing Counselor will prepare a letter notifying the applicant of the resultant placement on the Waiting List.

7. The Waiting Lists will be updated to the greatest extent feasible on a bi-weekly basis; however, a minimum of a monthly update is required. The Housing Counselor will provide the Waiting Lists on a monthly basis to the Executive Director for inclusion in the report to the Board at the next regularly scheduled meeting.

8. Waiting Lists (indicating applicants’ last four digits of their social security number, bedroom size, lot preference, and points) are to be posted for public view in the OMHA office.

C. Charges: There is no application fee for OMHA program assistance, although the applicant will be responsible for other fees assessed by lenders in the event the Participant successfully exercises their option to purchase. Also, the applicant is not responsible for the cost of the initial credit report obtained
by the OMHA for the purposes of qualifying for the Purchase Option Program.

D. Communications: All communications with the applicant must adhere to the following requirements:

1. All official notices must be in writing and signed by a Housing Counselor with a copy to the Executive Director

2. All verbal communications are to be documented in the applicant file, indicating date, time, content, and disposition.

3. All written communications or major inquiries from an applicant are to receive a written response within 5 working days from the date of receipt.

4. All phone calls are to be returned within a maximum of two working days.

5. All appointments are to be confirmed in writing.

6. All phone reminders of appointments are to be documented in the applicant file, indicating date, time, content, and disposition.

E. The Waiting List will be updated to the greatest extent feasible on a bimonthly basis; however, a minimum of a monthly update is required.

1. Waiting List applicants must update their application on a yearly basis or they will be removed and placed in the inactive file. Applicants on the waiting list will be notified in writing one year after the date of the initial application to update their application within a specified time period. The efforts to notify the applicant must be noted on the Waiting List by date.

2. Yearly updates by applicants will be noted on the Waiting Lists by date. Applicants who fail to respond to the request to update their applications will be removed from the Waiting List and transferred to the Inactive File.

F. Reporting Requirement: A summary of the Waiting List using social security numbers for confidentiality must be prepared and submitted to the Executive Director on a monthly basis.

SECTION 4: APPLICANT FILES

A. Filing Requirement: All applications are filed as Active or Inactive.
B. **File Management:** When an applicant is placed on the Waiting List, the application and all the supporting documentation is maintained in the Active file. All applicant files are organized alphabetically.

C. **Inactive File:** Applicants who are determined to be ineligible for whatever reason are placed in the Inactive File, organized alphabetically by fiscal year. Inactive files will be set up in a database indicating the name, bedroom size, income, and date.

D. **File Retention:** All Inactive Files are retained for a minimum of 3 years. All active files where the option to purchase is not successfully exercised are retained for 3 years after move-out. In the event of home purchase, the files will be retained for the length of the leasehold mortgage.

E. **Inactive File Placement:** Waiting List applicants will be placed on the inactive waiting list when treated as follows:

1. Staff has made a determination of ineligibility.

2. An applicant will be offered no more than 2 homes. Only a maximum of 15 days will be allowed for an applicant to accept or reject an offer of a home. When an applicant refuses 2 offers of a home, the applicant will be ineligible for a period of 1 year from the date of refusal of the second site of home offer.

F. **Confidentiality:** Information contained in the OMHA files is confidential. Only those with a need to know have the right to review the contents of client files. Staff is prohibited from discussing the contents of a client’s file with anyone other than OMHA staff.

**SECTION 5: ELIGIBILITY**

The following eligibility requirements must be met at a minimum prior to persons being considered for the Purchase Option Program.

A. Only those who are eligible under the laws and customs of the Otoe-Missouria Tribe to lease tribally owned land for residential purposes or who otherwise obtain the specific approval of the Otoe-Missouria Tribal Council shall be eligible. Non-Indian and non-member spouse may join in the application process and have their income and credit considered. Likewise during the rental phase of the program if the Otoe-Missouria Tribal member dies or relinquishes Otoe-Missouria membership, the non-Indian or non-member spouse can not be the beneficiary or remain in possession of the rental unit; nor may the parties or the Courts allow the non-Indian or non-member spouse to remain in possession of the rental unit in the event of divorce.
B. The applicant must use the home as their principal residence.

C. The applicant family must have sufficient income to meet and maintain the minimum payment. A Homebuyer applicant’s family income must be high enough to afford the minimum monthly house payment and the applicant’s family income must demonstrate, through a detailed client action plan, that the family will be able to achieve mortgage readiness within an established time frame not to exceed 5 years. Mortgage readiness qualifying ratios as set forth by the OMHA, the specific lending institution, or the specific program will be applied.

D. **Employment Stability:** For an applicant to be financially eligible for the Purchase Option Program, they must have at least two years stable income and also demonstrate the ability to maintain at least their present level of income. This will be verified by staff and may be satisfied by a written statement from the applicant’s employer. If it is not feasible to determine income potential from an employer, this verification may come from copies of the applicant’s income tax returns for the last three years prior to the application date. The applicant must sign an IRS Form 4056, authorizing the IRS to release the information to the OMHA. These income tax returns will be kept on file and new ones will be submitted each year thereafter until the option is exercised.

E. **Ability to Enter Into an Agreement:** For a family to be eligible for admission to the Purchase Option Program, the applicant must be at least 21 years of age and have the legal capacity to enter into a Use & Occupancy Agreement and be willing and able to meet all obligations of the Use & Occupancy Agreement. The applicant family must be willing to commit the time required to comply with all of the housing counseling and education requirements.

F. **Credit, Use & Maintenance History:** All applicants must have a satisfactory credit, use, and maintenance history. The following will be required at a minimum.

1. Credit history will be verified by a credit report and any or all of these sources or other means as determined by the OMHA:
   a. Two or more landlord or lender references detailing previous house payment history.
   b. Non-traditional means.

2. Use and maintenance history will be documented by one or both of these sources:
   a. Landlord references from the previous 5 years.
b. Police/Court record check.

If negative reference on either the credit or use/maintenance history are obtained, staff will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing within 5 working days of the postmarked date of the notice regarding any negative information derived from any source. The response will be taken into consideration in determining the applicant’s eligibility.

G. Habits & Practices: An applicant must be of good character and possess habits and practices that promote safe, clean and healthy homes, property and communities. This also applies to applicant’s household members as they appear on the application or as they are requested to be added to the occupancy agreement.

H. Social Security Numbers: To be eligible, the families must disclose and verify social security number for all family members.

I. Privacy Act Statement: Participants must sign the Privacy Act Statement initially and each year thereafter until the option to purchase is exercised. Eligibility for admission or continued occupancy will be denied for failure to comply with the Privacy Act requirement.

J. Previous Assistance from Other Housing Authority: Participants in other housing authority programs may apply for housing and be placed on the waiting list. Verification that the applicant has terminated the other assisted unit agreement and terminated in good standing must be obtained before the applicant will be allowed to participate in the Purchase Option Program.

K. Previously Assisted OMHA Resident: No applicant or applicant’s household member who has an outstanding debt to the OMHA or whose participation was terminated by the OMHA will be eligible for assistance until the following conditions are satisfied:

1. Voluntary Terminations: Any outstanding debt from an applicant or an applicant’s household member must be paid in full prior to consideration.

2. Involuntary Terminations: Any applicant whose assistance was terminated by the OMHA or who was evicted for nonpayment will not be considered eligible for a period of one (1) year from date of full payment and verification from a landlord who verifies that the applicant had a satisfactory payment history.

SECTION 6: BASIS FOR INELIGIBILITY
The reasons for a determination of ineligibility are based on OMHA policies and other applicable program regulations. Although an applicant may meet the basic criteria for eligibility, any one of a number of reasons can form the basis of a determination of ineligibility. Families who have applied for housing or who have applied to add an additional occupant, and who, for any reason, have been determined to be ineligible will be notified by staff in writing, stating the reasons for their ineligibility. The family would then be entitled to an informal hearing under the provisions of the Grievance Policy. All information relative to the rejection of an applicant family must be documented and placed in the applicant family’s file for future reference.

A. The following does not represent an exhaustive list of reasons an applicant may be denied final selection as a Homebuyer; however, it is illustrative of many common reasons for a determination of ineligibility.

1. Failing to repay previous debts owed to any housing authority.
2. Conviction of fraud.
3. Prior conviction of crime(s) of a sexual nature.
4. Non-cooperation. Refusing or failing to complete required forms or to supply requested information.
5. The applicant family does not meet the income requirements.
7. The applicant family has a record of unsatisfactory performance in meeting past financial obligations.
8. OMHA records indicate that the applicant family has an outstanding debt.
9. Applicant family has a record of destruction of property, acts which would imperil the health, safety or peaceful occupancy of neighbors, and/or disregard for the rights of others and the rules of occupancy.
10. The applicant family has a pattern of violent behavior. This includes evidence of repeated acts of violence on the part of a member of the family or a pattern of conduct constituting danger to peaceful relationships with neighbors.
11. The applicant family has a record of any illegal activity which would impair the physical or social environment of the surrounding neighbors, including but not limited to trafficking in drugs, use and/or possession of
drugs, prostitution, possession of explosives, illegal possession of firearms, crimes of violence against persons or property.

12. The applicant family has a history of lease violations.

SECTION 7: VERIFICATION

A. Verification of Annual Income: Anticipated annual family income for admission will be determined by staff on the basis of verification of income at the time of initial application, unless otherwise stated in the program policy or regulations. To remain on the waiting list, applicants must inform staff in writing of any changes in income, as they occur. Staff will re-verify eligibility of the applicant based on any change of income and ensure that the applicant meets all eligibility requirements for admission. Should an applicant become ineligible based on a change in income, staff will notify the applicant in writing by certified mail that he no longer qualifies for admission into the program. In addition to income changes, disqualification may also be caused by program and policy changes.

B. Verification Time Frame: Applicant information will be verified as soon as possible after submission of an application. However, if there is a long waiting list, staff may do an initial assessment of a family’s eligibility and suitability at the time of application and wait to do a more complete evaluation until shortly before admission. By doing this, staff will avoid the time and expense involved in evaluating applicants who may withdraw from the waiting lists before their names can be reached. Verifications are only good for 90 days and must be recertified 30 days prior to occupancy.

C. Verification Data: Verification data are to be reviewed and evaluated as they are received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion.

D. Verification Summary: As verification of all necessary items for each application are completed, a summary of the verified information is to be prepared and filed in the tenant’s folder. The summary is to cover at least the following determinations and the basis for such determinations:

a. Family Status;

b. Otoe-Missouria Enrollment;

c. Eligibility;
d. Counseling requirements/Client Action Plan;

e. Rent Calculation;

f. Management or administrative fee, if applicable.

SECTION 8: SELECTION OF FAMILIES FOR AN OMHA HOUSE

A. Selection includes a three step process.

1. Applicants must be able to qualify for mortgage readiness within a maximum of five years (60 months).

2. Once eligibility and qualification requirements have been met, applicants are placed on a waiting list according to established preferences.

3. Selections from the preference list will be made according to the targeted number of mortgage ready applicants on a first in time basis. Eligibility at the time of selection: The applicant must be an enrolled member of the Otoe-Missouria Tribe, meet the other eligibility requirements pursuant to Section 6 and 7.

B. Qualifications: In order to qualify for the Purchase Option applicants must be eligible applicants, execute and participate in completing a Client Action Plan (CAP), and meet the qualifications for mortgage readiness within a maximum of 5 years. The factors to be used in making this determination include credit history, household income, employment, character, and ability to afford a mortgage payment and meet all other obligations of homeownership.

SECTION 9: PURCHASE OPTION PROGRAM RENT & OTHER PAYMENTS

This section describes the rental payments required during the rental phase of the program and, if applicable, any additional required payments. Once the Homebuyer exercises the option to purchase, recertification requirements will not apply.

A. Rent Payments:

Rental payments shall be $550.00 per month payable to OMHA in accordance with the Use and Occupancy Agreement.
B. **Late Payments:** If the required rental payment is not received by close of business on the 15th day of the month, OMHA staff will issue a Delinquency Notice, sent by regular mail, and a $10 fee will be added to the amount due to cover the costs of preparation and mailing of the delinquency notice. Continued delinquencies will be assessed charges in accordance with the OMHA Collection and Eviction Policy.

C. **Application of Payments:** Payments made as rent will be applied at the OMHA Discretion to any outstanding balances which may include rent, or any other balances owed.

D. **Partial Payments Conditions:** The OMHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. OMHA’s acceptance of any such partial payments does not constitute a waiver of OMHA’s rights under any such notice.

**SECTION 10: OCCUPANCY**

A. Only the persons listed on the Use & Occupancy Agreement will be permitted to occupy the unit. The OMHA must be immediately notified if changes to the household should occur. Occupancy by any persons is subject to the eligibility requirements of the relevant OMHA Program. Eligibility MUST be certified PRIOR to any additional persons taking occupancy.

B. **Exclusive Use.** The premises is intended for the exclusive use and occupancy of those on the Use and Occupancy Agreement. Guests or visitors of the tenant may be accommodated no longer than a period of **two (2)** weeks. “Guest” means a person in the unit with the consent of the tenant. If any visit will extend beyond two (2) weeks, the tenant must notify the OMHA, stating the reasons for the extended visit, which must be authorized in writing by the OMHA.

C. **Use of the Home**

1. The tenant and the OMHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and are well maintained.

2. It is the responsibility of each tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.

3. Tenant are responsible for all home repairs and are expected to perform necessary maintenance in a timely manner.
4. Instances of serious abuse or misuse of a home by a tenant, or failure by the tenant to provide basic routine or non-routine maintenance are causes for termination from the housing program.

5. A condition for selection is that the family agrees to use the home as their principal residence or for at least nine months of the year during the term of the Use and Occupancy Agreement.

D. **Home Business Use**: A tenant must request prior written approval from the Executive Director to operate a small home business in their unit.

**SECTION 11: SECURITY, DAMAGE AND CLEANING DEPOSIT**

A. **Condition of Premises**: Participants in the OMHA Purchase Option Program must stipulate that they have examined the premises, including the grounds, buildings, improvements and appliances (if any), and that they are, at the time of move-in, in good order, good repair, safe, clean and tenable condition, and Homebuyer accepts the same as is and with all faults. A Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning of tenancy and a Move-Out Inspection form will be used at the termination of tenancy.

B. **Deposit**: Participants are required to provide a deposit of Five Hundred Dollars ($500.00) as a security, damage and cleaning deposit. Deposit is to be paid in full prior to move-in. Payback arrangements are not permitted. Release of said deposit is subject to the following terms and conditions:

1. At the expiration of the term of the Use & Occupancy Agreement or other termination, except for a termination by the Homebuyer’s exercise of the option to purchase, there is no damage to the property beyond ordinary wear and tear, no parts or household fixtures require replacement, and the property is in the same condition of cleanliness:

2. The Move-In Inspection form will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;

3. There are no unpaid late charges, delinquent rents, or any other unpaid charges;

4. All keys are returned (Rental charges will continue until all keys are returned or a written, signed letter from the lessee(s) stating that the keys are lost is received at the OMHA office);
5. All debris, rubbish and discards are placed in proper disposal containers;

6. Forwarding address is left with OMHA;

7. The deposit or remainder thereof, if any, after any required cleaning and repair, will be refunded within ninety (90) days by check made payable to each person signing the Use & Occupancy Agreement as the lessees, and mailed to the forwarding address; and

8. If the Homebuyer exercises the option to purchase, the deposit will be applied to the purchase price.

SECTION 12: CLIENT ACTION PLAN & HOUSING COUNSELING

A. Completion of Required Actions: All Homebuyers and each occupant of the premises will complete all “Required Actions” as described in the Client Action Plan (CAP), which shall become a part of the Use & Occupancy Agreement. The Homebuyers must agree that all actions will be completed in a period of time not to exceed 60 months from the effective date of the Use & Occupancy Agreement.

B. Condition of Participation: As a condition of participation in the OMHA housing programs the Homebuyer will attend and satisfactorily complete Housing Education/Counseling provided by the OMHA in accordance with the OMHA Housing Counseling Policy.

C. One-on-One Housing Counseling: If OMHA deems it advisable or necessary, the Homebuyer will attend as many One-on-One Housing Counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan, and such other matters as may be appropriate.

D. Failure to Comply: with the Housing Counseling requirements or the Client Action Plan is a matter of non-compliance which will result in termination of participation in the Purchase Option Program.

SECTION 13: MOVE-IN PROCESS

A. Move-In Inspection: A Move-In Inspection will be conducted on the date of admission into the Program by a Housing Counselor and the tenant to verify the unit is in standard condition and is ready for occupancy. The Move-In Inspection provides the information that is used to compare to the
information gathered during the Move-Out Inspection process. A comparison of both inspections forms the basis for determining whether or not the unit is in the same condition as it was when it was first rented.

B. **Documentation Requirements:** An OMHA Move-In Inspection Form must be used to document the move-in process. The tenant must sign and date the Move-In Inspection Form to verify the tenant's acceptance of occupancy and the condition of the premises. The Housing Counselor must also sign the Move-In Inspection form. Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs at the OMHA expense. Any major deficiency must be corrected before occupancy can be permitted.

C. **Punch list Items:** Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The tenant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.

D. **Warranty Period:** The OMHA has a one-year warranty period for items which have been replaced or required major repair by the OMHA prior to the move-in of the tenant. These costs are not charged to the tenant; however, any additional items reported during the warranty period which are not deemed a warranty item are items for which the tenant is responsible for the expense of repair or replacement. The one-year warranty period commences on the date of the Move-In Inspection documenting acceptance of occupancy.

E. **Warranty Information:** Copies of suppliers' names and addresses and other relevant information for which there are warranty certificates (i.e., warranty certificates cover specific time periods or specific parts of an item) are to be provided to the tenant. Originals are to be provided to program participants. The OMHA maintenance staff is to maintain this information in the unit file until a tenant terminates or purchases the unit.

F. **Participant Responsibility:** The Homebuyer is responsible for contacting the supplier or manufacturer directly when the Homebuyer experiences problems with any of the items for which a warranty certificate has been provided. Participants are to be advised that the warranted certificate items do not include the cost for a service call and for the labor cost for repairs unless it is specifically noted in the warranty. Maintenance staff should provide the Homebuyer with assistance in understanding maintenance obligations.

**SECTION 14: MOVE-OUT PROCESS**

A. **Move-Out Inspection:** A Move-Out Inspection will be conducted within 24 hours of obtaining legal possession of the unit. The Move-Out Inspection
provides the information that is used to compare to the information gathered during the Move-In Inspection process. A comparison of both inspection forms provides the basis for determining whether or not the unit is in the same condition as it was when it was first rented except for normal wear and tear.

B. Documentation Requirements: An OMHA Move-Out Checklist and an Inspection Form must be used to document the move-out process. The tenant must sign and date the Move-Out Inspection Form to verify any tenant damage, document any needed routine repairs, etc. The Housing staff must also sign the Move-Out Inspection form. Deficiencies and an estimate of all costs are noted. A work order is issued to make the repairs.

C. Punch List Items: Minor deficiencies that are readily repairable must be noted and a work order issued to make the repairs. The participant is not responsible for any charges related to the repair of noted punch list items. Any major deficiency must be corrected before occupancy can be permitted.

D. Executive Director shall prepare and implement procedures to ensure a smooth transition from the move-out process to the move-in process. Below is an outline of essential procedures which may be amended by the Executive Director as needed.

1. Move out checklist prepared and distributed.
2. Work Order prepared.
3. Move out inspection completed within 24 hours.
4. Maintenance Department changes locks.
5. Cost estimate prepared.
6. Cost estimate reviewed and approved.
7. Order appraisal if applicable.
8. Schedule.
9. Inspect and prepare punch list.
10. Conduct final inspection.
11. Complete processing and forward applicable information to appropriate departments/staff and document approvals.

**SECTION 15: MAINTENANCE AND REPAIR**

A. **Responsibility**: The Homebuyer will, at his sole expense, keep and maintain the leased premises, including the grounds, buildings, improvements and appliances in good order, good repair, safe and clean and sanitary. The Homebuyer shall make all necessary repairs, alterations and improvements to the dwelling with reasonable promptness at his own cost and expense, including repairs and replacements necessitated by damage from any cause. The OMHA shall not be obligated to pay for or to provide any maintenance of the home other than the correction of warranty items for OMHA workmanship reported during the applicable warranty period, which is one year from move-in.

B. **Notification**: Although the tenant is responsible for all maintenance, the tenant shall notify the OMHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or to injury. The OMHA staff can assist the tenant through inspection and counseling. Any repairs made by the OMHA are to be charged directly to the tenant.

C. Failure of the tenant to perform his maintenance obligations constitutes a breach of this policy and is grounds for termination of program assistance. Upon a determination by the OMHA that a breach has occurred, the OMHA shall require the tenant to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the tenant in a good workmanlike manner in accordance with the Uniform Building Code. If the tenant fails to carry out the plan, the OMHA shall have the work done and charge the cost to the tenant thereof. Such charges will be billed by the OMHA to the tenant as additional rent.

D. If the condition of the property creates a hazard to the life, health or safety of the occupants and the tenant fails to correct the deficiency in an expeditious manner, the OMHA shall have the work done, and charge the cost thereof to the tenant.

E. **Work Order**: Any work performed by the OMHA shall be documented by a work order stating the nature of and the charge for the work.

F. **Charges**: The tenant will be charged for any work performed by the OMHA.

**SECTION 16: HOUSEKEEPING STANDARDS**
In an effort to improve the livability and conditions of the units owned and managed by the OMHA, uniform standards for resident housekeeping have been developed for all resident families.

A. **OMHA Responsibility**: The standards that follow will be applied fairly and uniformly to all Homebuyers. The OMHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the OMHA will notify the tenant in writing if he/she fails to comply with the standards. The OMHA will advise the tenant of the specific correction(s) that the tenant will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the OMHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the Policy terms and is grounds for termination of the Use & Occupancy Agreement and may result in eviction. Training will be available at no cost to the tenant requesting or needing assistance in complying with the Housekeeping Standards.

B. **Participant Responsibility**: The tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Use & Occupancy Agreement terms and can result in eviction.

C. **Housekeeping Standards: Inside the Unit**

**General**—
- Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors should be clean, clear, dry, and free of hazards.
- Ceilings should be clean and free of cobwebs.
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.
- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

**Kitchen**—
- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter tops should
be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Exhaust fan filters should be free of grease and dust. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and not stored in the sink. Food storage areas should be neat and clean without spilled food. Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom--
Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
Tub and shower should be clean and free of mold and mildew. Where applicable, shower curtains should be in place, and of adequate length to prevent spillage.
Sink should be clean.
Vainities should be kept clean and free of water leakage.
Exhaust fan should be free of dust.
Floor should be clean and dry.

Storage Areas--
Linen closet should be clean.
Other closets should be clean.
No highly flammable materials should be stored in the unit.
Other storage areas should be clean and free of hazards.

D. Housekeeping Standards: Outside the Unit

Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts. Exterior walls should be free of graffiti.
Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Outdoor porch furnishings shall not impede access to the unit.
Steps (front and rear) should be clean and free of hazards.
Sidewalks should be clean and free of hazards.
Storm doors should be clean, with glass or screens intact.
Hallways should be clean and free of hazards.
Yards are to be maintained at the tenant’s expense.
Laundry areas should be clean and neat. Lint should be removed from dryers after use.
Utility room should be free of debris, motor vehicle parts, and flammable materials.
SECTION 17: UTILITIES

A. **Homebuyer Responsibility:** The Homebuyer shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and gas and electric charges. Promptly upon execution of the Use & Occupancy Agreement, the Homebuyer shall furnish to the OMHA evidence that all arrangements with the proper utility companies for commencing services in the Homebuyer's name have been completed.

B. **Non-Compliance:** Failure on the part of the Homebuyer to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Use & Occupancy Agreement is grounds for immediate termination of the Use & Occupancy Agreement. Homebuyers will have three (3) business days to provide evidence to the OMHA that any or all of the services have been fully restored. Failure to comply will initiate a notice to vacate.

SECTION 18: INSPECTION

A. **Right of Inspection:** OMHA's agents shall have the right at all reasonable times during the term of this Purchase Option Program Agreement, with reasonable prior notice, to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that the Homebuyer is meeting his maintenance obligations and to provide maintenance counseling.

B. **Without Notice:** OMHA shall have the right to enter the Homebuyer's premises without prior notice if OMHA reasonably believes that an emergency exists that requires such entrance. OMHA will promptly notify the Homebuyer in writing of the date, time and purpose of such entry, and of the emergency which necessitated it.

C. **Frequency:** Inspections will be conducted at least annually to ensure that the Homebuyer is meeting his responsibility for providing routine and non-routine maintenance. In the event it is found that the Homebuyer is not satisfactorily meeting his maintenance responsibilities, the OMHA will follow the procedures described below:

1. **New Homebuyers**
   
   a. Schedule monthly inspections for at least the next three months and mandatory attendance at the maintenance counseling class.

   b. Upon a satisfactory determination that the Homebuyer is meeting his maintenance obligations, schedule inspection every 3 months.
c. Upon a satisfactory determination that the Homebuyer is meeting his maintenance obligations, schedule inspection every 6 months.

d. Upon a satisfactory determination that the Homebuyer is meeting his maintenance obligations, schedule inspection every year.

2. **Existing Homebuyers**

   a. Schedule annual inspection. Upon a satisfactory determination that the Homebuyer is meeting his maintenance obligations, schedule the next inspection for next year.

   b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the OMHA will prescribe a schedule accordingly.

   c. Upon a serious finding of non-compliance, follow procedure for new Homebuyers.

D. **Corrective Action:** Any items that are found to be missing or in need of repair, whether intentional or unintentional, are to be repaired or replaced at the Homebuyer’s expense. The following procedure will be followed:

1. A letter will be sent to the Homebuyer indicating the corrective action the resident needs to make within a set time frame. The Homebuyer will also be notified that the OMHA will make the repair and charge the resident directly.

2. The OMHA reinspects and verifies that the repair has been made and no further action may be necessary. If the resident fails to make the repair, then the OMHA will proceed to the next step.

3. A work order is issued and the OMHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident. Inspections of the unit are then scheduled in accordance with the need as determined by the OMHA.

E. **Non-Compliance:** Participant’s refusal to allow OMHA to enter the premises and all buildings as described in the OMHA policies is a serious violation of the Purchase Option Program and action to terminate program participation will be initiated by the appropriate staff.
SECTION 19: ALTERATIONS AND IMPROVEMENTS

A. The tenant shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of OMHA.

B. All alterations, changes, and improvements built, constructed or placed on the premises by the tenant, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between OMHA and the tenant, be the property of OMHA and remain on the premises at the expiration or earlier termination of the Purchase Option Program Agreement.

SECTION 20: ASSIGNMENT AND SUBLETTING

Subletting and assignment of the home is not permitted.

SECTION 21: TRANSFERS

Transfers will not be permitted.

SECTION 22: RISK OF LOSS/INSURANCE

Responsibility for the provision of fire and other peril insurance on the premises is as follows:

A. OMHA shall provide fire and other peril insurance on the premises during the rental phase, however, OMHA shall not be responsible for the loss of the tenant's personal property by fire, theft or any other reason. In the event of any loss, the tenant shall pay the insurance deductible.

B. It shall be the sole responsibility of the tenant during the rental phase to obtain fire and other peril insurance covering their personal property.

C. Once the renter has exercised his option to purchase the property and has become a homeowner it shall be the responsibility of the homeowner to obtain hazard insurance sufficient in amount and kind as required by the Mortgage. Upon final payment on their mortgage it shall remain the responsibility of the Homeowner to maintain Hazard insurance on their home and property.
D. Staff responsibility for educating Homebuyer about Hazard Insurance will include discussions during CAP meetings as well as a Written Requirements Letter provided to the Homebuyer detailing their responsibilities during the various phases of the Purchase Option Program.

E. Evidence of the Homebuyer’s understanding of the requirements for insurance shall be documented by a statement signed by the Homebuyer attesting to the receipt of information from the OMHA staff regarding insurance requirements.

SECTION 23: FIRE

In the event the leased premises shall become untenantable during the rental phase of the Purchase Option Program by reason of fire or other casualty, participation under the Use & Occupancy Agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

SECTION 24: PERSONAL PROPERTY

All appliances provided with the unit will remain the property of the OMHA until such time as the option to purchase is exercised.

SECTION 25: ABANDONMENT OF PERSONAL PROPERTY

Upon non-option termination of a Use & Occupancy Agreement, the OMHA may dispose of any item of personal property abandoned by the Homebuyer in any manner deemed suitable by the OMHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the Homebuyer to OMHA.

SECTION 26: ABANDONMENT

A. If at any time during the term of the Use & Occupancy Agreement, the Homebuyer abandons the premises or any part of the premises, OMHA may, at its option, enter the premises by any means without being liable for any prosecution for such entering, and without becoming liable to the tenant for damages or for any payment of any kind whatever, and may, at OMHA’s discretion, as agent for the Homebuyer, relet the premises, or any part of the premises, for the whole or any part of the unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at OMHA’s option, hold the Homebuyer liable for any difference between the rent that would have been payable under the Use
& Occupancy Agreement during the balance of the unexpired term, if the Use & Occupancy Agreement had continued in force, and the net rent for such period realized by OMHA by means of such reletting; or terminate the Use & Occupancy Agreement by sending Notice of Termination to the Homebuyer as required by the Use & Occupancy Agreement.

B. If OMHA's right of re-entry is exercised following abandonment of the premises by the Homebuyer, then OMHA may consider any personal property belonging to the Homebuyer and left on the premises to also have been abandoned, in which case OMHA may dispose of all such personal property in any manner OMHA shall deem proper and is hereby relieved of all liability for doing so.

SECTION 27: OPTION TO PURCHASE & PURCHASE PRICES

A. Option to Purchase: OMHA in consideration of the Use & Occupancy Agreement grants to the Homebuyer the exclusive option to purchase the home and other improvements on the leased premises, provided that the Homebuyer shall have duly fulfilled all of the provisions and conditions of the Use & Occupancy Agreement, pursuant to the terms and provisions hereinafter stated:

1. The option to purchase shall be available for a specific period as determined by the OMHA, taking into consideration the Client Action Plan process. The OMHA will set the option period anywhere from immediate assignment up to assignment within 60 months. The option period cannot exceed the limits set forth by the OMHA.

2. The Blue River Meadows Covenants, as incorporated by reference in each Use & Occupancy Agreement, apply at all times, both during the rental phase and during homeownership. Furthermore, pursuant to the Use & Occupancy Agreement, each lot in the subdivision shall be held, transferred, sold and conveyed subject to these covenants.

3. If the Homebuyer fails to exercise the option to purchase within the designated option period, the Use & Occupancy Agreement will terminate and OMHA shall retain all rental payments received and the Homebuyer shall have no right to receive back any part of the rent and shall have no further rights or claims hereunder.

B. The option may be exercised at any time during the option period, but it is mandatory by the end of the option period set forth by the OMHA. The exercise must be executed by written notice to the OMHA, either delivered or mailed to the following address:
C. A notice which is mailed shall be deemed to be timely in the event the notice is mailed within the option period as evidenced by the U.S. postmark.

D. The closing date shall occur within ninety (90) days of the exercise of the option. The purchase shall be subject to the following terms and conditions:

1. The Use & Occupancy Agreement shall not be terminated prior to the exercise of the option;

2. The Homebuyer shall not have the right to assign the option to purchase;

3. No portion of the rental payments, shall be refunded to the Homebuyer in the event the Homebuyer fails to exercise said purchase option;

4. In the event the Homebuyer exercises the option to purchase, the Homebuyer shall pay all settlement costs incidental to acquiring ownership, including but not limited to, costs and fees for credit report, field survey, title examination, title insurance, inspections, attorney fees, closing, recording, transfer taxes, finance fees, mortgage loan discount and appraisals.

5. The Homebuyer will obtain financing from the Otoe-Missouria Tribe for the purchase of the home. The Otoe-Missouria Tribe shall hold the mortgage on such property as Mortgagor and such mortgage shall contain a power of sale clause entitling the Otoe-Missouria Tribe full rights thereunder. Monthly mortgage payments will be adjusted based upon comparable interest rates at local area banks for a 30 year fixed mortgage. Homebuyer shall also be responsible for insurance and taxes on real estate.

E. Purchase Price:

The total purchase price shall be $75,000.00.

SECTION 28: SUCCESSION DURING RENTAL PHASE

A. Applicability of Beneficiary: A beneficiary is only applicable when the rental Homebuyer designates a qualifying beneficiary in writing with the OMHA, is current in meeting all his obligations, and has lived in the home for at least two (2) years. The
only circumstances upon which a beneficiary is considered is upon the death of the Homebuyer.

B. **Death of Participant:** Upon the death of the eligible Rental Homebuyer, the Rental Homebuyer’s interest in the Use & Occupancy Agreement may be inherited, pursuant to the Beneficiary Agreement, by the beneficiary of the Homebuyer. Only a beneficiary who is eligible under the laws and customs of the Otoe-Missouria Tribe to enter into a Use & Occupancy Agreement shall be eligible to assume the Homebuyer’s interest in and obligations under the Use & Occupancy Agreement.

C. **Beneficiary:** The OMHA shall not be responsible for determining or designating who the beneficiary of the Homebuyer may be. The Homebuyer must designate in writing a beneficiary who is a qualifying adult who is:

1. Eligible and willing to assume all the obligations of the Use & Occupancy Agreement and exercise the option to purchase in the allowable time frame.

2. Is not an existing homeowner or a Homebuyer in a OMHA Program.

3. Willing to pay all debt associated with the Use & Occupancy Agreement property.

D. **No Designated Beneficiary:** When the Homebuyer has died and there is no designated beneficiary and there are no heads of households remaining, the OMHA shall consider the Use & Occupancy Agreement as having been terminated by the Homebuyer and will select another Homebuyer from the waiting list.

E. **Remaining Family:** Any person claiming to be an heir of the Homebuyer who seeks to remove personal property from the deceased’s home must present a court order authorizing the person to enter and remove personal property from the premises.

**SECTION 29: TERMINATION**

A. In the event of the default of any material provision of the Purchase Option Program Policy and the Use & Occupancy Agreement by the Homebuyer (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of a Use & Occupancy Agreement, and time is of the essence of each and every of the foregoing), the Use & Occupancy Agreement and the option to purchase, at the option of OMHA, shall terminate and be forfeited and OMHA shall be entitled to possession of the premises. The Homebuyer shall be given thirty (30) days written notice of any default or breach, and shall have thirty (30) days from
service of said notice within which to cure or correct said breach and if not so
cured within thirty (30) days, OMHA may immediately terminate the Use &
Occupancy Agreement and bring an action for the Homebuyer’s unlawful detainer
and/or pursue any other remedy which may be available under the law or in
equity.

B. With respect to any Notice provided the Homebuyer is entitled prior to any
court hearing or trial to examine any relevant documents, records, or regulations directly
related to the termination or eviction.

C. Grounds for termination of the Purchase Option Program include any violation
of this policy, applicable OMHA policies. The following list is not intended to be
comprehensive but to serve as a listing of typical serious Use & Occupancy
Agreement violations warranting termination that are to be specifically cited in the
Use & Occupancy Agreement.

1. The Homebuyer fails to pay when due any payment required to be
paid under this agreement.

2. The Homebuyer attempts to sell, transfer or convey any ownership interest
in the right to acquire a home in violation of this agreement.

3. The Homebuyer or any member of the Homebuyer’s household has
misrepresented or withheld material information in connection with the initial
application of the Homebuyer to participate in the OP Program or in
connection with the initial determination of the adjusted monthly income of
the family or any redetermination of adjusted monthly income.

4. The Homebuyer allows any person to reside in the home who is not eligible
to do so under the policies of the OMHA.

5. The Homebuyer or any member of the Homebuyer's household fails to
comply with all applicable building and housing codes.

6. The Homebuyer uses the home for any purpose other than as the principal
residence of the Homebuyer.

7. The Homebuyer fails to dispose of all ashes, garbage, rubbish and other
waste from the home in a sanitary and safe manner or in violation of the
Housekeeping Standards cited in this policy.

8. The Homebuyer, any member of the Homebuyer’s household, or any guest or
other person who has been permitted to be on the premises destroys,
defaces, damages or removes the home or any part of the home.
9. The Homebuyer, any member of the Homebuyer’s household, or any guest or other person who has been permitted to be on the premises by the Homebuyer fails to use any electrical, plumbing, sanitary, heating, ventilating, air-conditioning or other facilities or appurtenances in a reasonable manner.

10. The Homebuyer, any member of the Homebuyer’s household, or any guest or other person who has been permitted to be on the premises by the Homebuyer engages in any activity that threatens the health or safety of any other person while on or near the Homebuyer’s premises.

11. The Homebuyer maintains or allows any condition which threatens the health or safety of persons who are members of the Homebuyer’s household, persons residing in the vicinity of the Homebuyer or any member of the public.

12. The Homebuyer fails to provide needed repairs or necessary maintenance to the home or fails to keep and use the home in a clean and safe condition.

13. The Homebuyer fails to comply with the policies and the rules and regulations of the OMHA as now in effect or as hereafter amended.

14. The Homebuyer fails to comply with or abide by any agreement entered into between the OMHA and the Homebuyer to cure a breach or default under the OP Program Use & Occupancy Agreement and/or the Blue River Meadows Policy, or fails to comply with or abide by any decision on an appeal filed by the Homebuyer in which terms or conditions are imposed on the Homebuyer for the cure of a breach or default under the Use & Occupancy Agreement and the Blue River Meadows Policy.

SECTION 30: NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the OMHA to the Homebuyer, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Homebuyer at: ___________; and, if from the Homebuyer to the OMHA, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the OMHA at: ___________.

The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party, may, by notice to the other in writing, designate a different place to which notices shall be sent.

SECTION 31: WAIVERS
No waiver by the OMHA of any term, covenant or, condition of this Blue River Meadows Subdivision Policies shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this Policy. Each and every default on the part of the Homebuyer shall be considered a separate and a new breach of the Policy, irrespective of whether or not other defaults exist at that time.

The Executive Director will have the authority to waive this policy as it relates to compensating factors.

**SECTION 32: MODIFICATION**

Modifications of the Blue River Meadows Policy is subject to approval by the OMHA. Matters incorporated in the Policy by reference shall be publicly posted in a conspicuous manner in the OMHA’s office and a copy shall be furnished to the Homebuyer on request. If such schedules, rules and regulations are modified, the OMHA shall give at least 30- days written notice to each affected Homebuyer through a mass mailing setting forth the proposed modification, the reasons therefore, and provide the Homebuyer an opportunity to present written comments which shall be considered by the OMHA prior to the effective date of the proposed modification.

**SECTION 33: NUMBER AND GENDER**

Whenever used throughout this policy, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.