

SPOKANE INDIAN HOUSING AUTHORITY

Homeownership Conversion Plan and Homebuyer Program Policy

Notes to Eventual Tenant Ownership

The Spokane Indian Housing Authority ("SIHA") SIHA Homes I (New House Lane) Low Income Tax Credit ("LIHTC") financed housing project (the "Project") is designed so that the Project is intended and designated for eventual tenant ownership following completion of the LIHTC Compliance Period.

The Project Owner, Developer and Management Agent, respectively, acknowledge that the recorded Land Use Restriction Agreements ("LURA") for the Project units will indicate the Project's intention for eventual tenant ownership of the project and the QAP provisions for the remaining LIHTC Compliance Period.

In addition, the Project Owner, Developer and Management Agent, respectively, acknowledge the additional fees due to WSHFC for purposes of legal review of SIHA's Homeownership Conversion Plan for the Project.

A detailed description of SIHA's proposed Homeownership Conversion Plan and Homebuyer Program follows.

Adopted June 25, 2019

SPOKANE INDIAN HOUSING AUTHORITY

Homeownership Conversion Plan and Homebuyer Program Policy for the SIHA Homes New House Lane LIHTC Project

Introduction

This Policy describes certain details specific and applicable to the Spokane Indian Housing Authority ("SIHA") Low Income Tax Credit ("LIHTC") Homeownership Conversion Plan and Homebuyer Program of the Spokane Tribe of Indians ("Tribe") for SIHA's SIHA Homes New House Lane LIHTC Project (the "Program" and/or the "Project"). The general terms, conditions and housing program policies and procedures governing all SIHA homebuyer programs are set out in the SIHA Residential Policies & Procedures and are incorporated herein by reference. Where any of the general terms and conditions of the SIHA Residential Policies & Procedures are inconsistent with this Policy, the provisions of this Policy shall govern. The terms used in this Policy shall have the same definition as those terms are defined in the SIHA Residential Policies & Procedures. Because the Project falls under Section 42 of the Internal Revenue Code and the regulations promulgated thereunder (the "Code"), if any provision of this Policy is inconsistent with the Code, the statutory or regulatory provisions of the Code shall govern.

The Project will be comprised of a total of 25 housing units. The 25 single family homes will be designated for eventual tenant ownership (collectively, the "Converted Units" or individually, a "Converted Unit") following completion of a minimum period of fifteen (15) years from the date that a Converted Unit is placed in service pursuant to applicable Code requirements (the "Tax Credit Compliance Period"). The Program works in two phases:

- A. In the first phase, which lasted fifteen (15) years, the Program Participant rented a home from New House Lane Limited Partnership #1 ("Partnership") in the Project, which was developed with funds invested under the federal Low-Income Housing Tax Credit Program. There are a number of Program Participants who have completed, or are in various stages of completion, of this first phase. Just prior to the end of the first fifteen-year phase of the Project, SIHA purchased the Project assets from the investment partner, assumed the tax compliance obligations and dissolved the Partnership. SIHA is now the sole owner of the Project.
- B. The second phase of the Homebuyer Program Policy takes place at the end of the initial 15-year Low Income Housing Tax Credit Compliance period for the Project. If the Program Participant has complied with all the requirements of the rental agreement and this Policy, the Program Participant will be entitled to purchase the home from SIHA in its present condition at the following amount, referred to as the "Purchase Price," established for the homes in that Project: **\$\$\$PURCHASE PRICE\$\$\$**. The Program Participant is not obligated to become a homeowner under this Policy, however, and may choose to remain in this rental program or

voluntarily transfer to another rental unit.

The amount of the Purchase Price will be reduced by a percentage of the timely monthly rental payments made by the Program Participant during his or her occupancy of the home as a form of homebuyer assistance. The Program Participant may pay more than their monthly rent amount if they want to make additional payments towards the outstanding balance owed.

SIHA is aware that not all Program participants may qualify for home loan programs or financing offered by private lenders. To overcome this obstacle for individuals or families in need of affordable housing, the Program was developed by SIHA. Homeownership Financial Counseling Services and Homebuyer Assistance are offered by SIHA and are available for all SIHA tenants and Program participants. The Program has been designed to assist individuals or families that are truly committed to owning a home and meet or otherwise comply with their homeownership responsibilities.

1. Description of Home and Homebuyer Process

This section describes the type of homes that are offered through the SIHA Tax Credit Homebuyer Program, and how a tenant/Program participant can ultimately obtain ownership of their housing unit/home.

A. Homes

1. **Homes.** SIHA determines and maintains general specifications for new construction and homes built by or for SIHA, are built to meet or exceed such specifications.
2. **Location.** The homes are located within the reservation boundaries of the Tribe, on lands held in trust for the Tribe by the United States.
3. **Purchase Price.** SIHA determines and sets the purchase price for each home based on the construction cost of each home and other relevant factors. The purchase price for each home shall be set so that the homes are affordable to financially responsible, low-income tenants who comply with the requirements of their respective rental agreement for their home and this Policy. The purchase price of each home shall not exceed the market value of the home.
4. **Rental Agreement.** When a tenant enters the Program, the tenant will enter into a rental agreement for the home with the Partnership in the form attached hereto as **Exhibit A**. The rental agreement shall have an initial term of six (6) months, followed by a renewal term of an additional six (6) months, followed thereafter by successive renewal terms of one (1) year each. The Partnership can terminate the rental agreement or refuse to renew at the end of the initial or any renewal term for good cause.

5. MOA with SIHA. At the time the tenant enters into the rental agreement with the Partnership, the tenant will also enter into a MOA with SIHA, in the initial tenant lease, that sets forth the terms and conditions of the tenant's option to purchase the home from SIHA at the end of the Tax Credit Compliance Period. The lease shall include the following information:
 - a. The purchase price for the home;
 - b. The conditions that the tenant must meet during the term of the rental agreement to be able to exercise the option to purchase the home; and
 - c. The conditions that the tenant must meet at the time tenant seeks to exercise the option to purchase the home.

B. Financing

1. SIHA will calculate the purchase price of the home as described above. The tenant will then lease the home from the Partnership pursuant to the rental agreement, with the required monthly payments set by SIHA.
2. Just prior to the end of the Tax Credit Compliance Period, SIHA obtained ownership of the Project from the Partnership. Once that transfer of ownership of the Project to SIHA occurred and after the Tax Credit Compliance Period ends (and not at any time prior), the tenant can exercise the option to purchase his/her home.
3. If the tenant has been and is in compliance with the terms and conditions of the rental agreement, upon completion of the Tax Credit Compliance Period, the purchase price will be discounted by 75% of the original purchase price (exclusive of any late fees and other charges). This discount will serve as homebuyer down payment assistance for the Program. By providing this discount on the purchase price of the home, SIHA is encouraging longer tenure residents within the Project's rental units, increasing homeownership opportunities and the likelihood of financially-responsible, contractually compliant low-income tenants achieving homeownership within the Tribe.
4. At that time the home will be conveyed to the tenant, under the conveyance process described in the SIHA Residential Policies & Procedures and the terms of the MOA between SIHA and the tenant.
5. There shall be no pre-payment penalty for a tenant paying off the remainder of the purchase price in full on the date of the exercise of the option to purchase.

C. Ownership of Home and Property

1. SIHA retains ownership of the home until the purchase price has been paid, and the initial Tax Credit Compliance Period has been fulfilled as required under this Policy and the Code. Until such time, the tenant shall be treated

in all respects, as a rental tenant, with no equity or other rights in the home beyond that of a rental tenant under SIHA's housing program policies.

2. The underlying real property for the Project and each housing unit is held in trust for the Tribe by the United States. The Tribe has leased the Project's underlying real property to SIHA and SIHA thereafter subleased the Project's underlying real property to the Partnership, which has since been dissolved. The rental agreement for each Program participant is a lease of that participant's home and that portion of the Project's underlying real property upon which the home is located.
3. SIHA will retain ownership of the home and the leasehold interest in that portion of the Project's underlying real property upon which each home is located until the purchase price for a home has been paid and SIHA's interest in the home has been transferred to the tenant.
4. At the time the purchase price for a home is paid or credited in full, SIHA will convey title/SIHA's interest in the home to the tenant. SIHA cannot convey title to the underlying real property. Instead, SIHA will cancel and terminate that portion of its leasehold interest under SIHA's lease with the Tribe for the Project's underlying real property upon which the home is located, enabling the tenant to directly lease that property from the Tribe (under a new long-term lease).
5. Notwithstanding any of the foregoing, however, the home will remain the property of SIHA for the entire remainder of the Tax Credit Compliance Period.
6. SIHA reserves the right to consider all factors related to the purchase price of any Project home. Additionally, SIHA reserves the right, in its sole discretion, to lower the purchase price balance that may be owed by the tenant at the time of purchase. If, for instance, a balance remains following the application of any applicable credits and/or discounts by to the purchase price by SIHA, SIHA reserves the right to further reduce the purchase price of a home in its sole discretion, to offset any remaining purchase price balance that still otherwise be owed by a Program participant.

D. Modifications to Home or Property

1. Prior to conveyance of the home to the tenant, the tenant may not make any modifications to the home or underlying real property without first obtaining written approval from SIHA, pursuant to the SIHA Residential Policies & Procedures and the additional terms set out below.
2. A tenant who wants to make modifications must, in advance to making any such modifications, submit written plans to SIHA.
3. SIHA will review the written plans to determine whether the plans are consistent with this Policy and any other applicable laws or regulations.

SIHA's written approval will not be unreasonably withheld.

4. If the tenant makes modifications without such written approval, such modifications must be removed at the tenant's expense, at the sole discretion of SIHA.
5. Once the unit is conveyed structural changes to the property are only allowed in accordance with the restrictive covenants agreed to.

E. Binding Commitment

As required by the Native American Housing and Self-Determination Act of 1996 ("NAHASDA"), if the tenant exercises the option to purchase the home prior to the expiration of the applicable useful life of the home as determined by or otherwise required under NAHASDA, the tenant will be required to enter into a binding commitment with SIHA (in a form developed by SIHA and acceptable to the United States Department of Housing and Urban Development ("HUD") to ensure that the home remains available as affordable housing for NAHASDA-eligible tenants or homebuyers for the remainder of the home's useful life.

2. Income Eligibility

This section describes the income eligibility requirements for participating in the Program.

Median Income

The income eligibility requirements are all based on the household's percentage of the "median income," which is adjusted for the household size. The median income table is updated on an annual basis. The median income measure used to determine eligibility is the greater of the following two figures: HUD's median income for Stevens County or HUD's median income for the United States.

A. Minimum Income Requirements - Specific

Families will also be selected based on specific Low Income Housing Tax Credit income- eligibility criteria applicable to the Project.

B. Estimating Income

The applicant's income will be determined by the process set out in SIHA's Residential Policies & Procedures. For such purpose, SIHA uses the "HUD Section 8" criteria for calculating income for eligibility purposes, and those same criteria will be applied to the Program.

C. Department Tenant Income Certification

SIHA will use the HUD Tenant Income Certification form to record and calculate the tenant's income for purposes of compliance with Low Income Housing Tax Credit requirements.

3. Underwriting Criteria and Credit History Requirements

This section describes the credit history requirements and other underwriting criteria that an applicant must meet to be eligible for participation in the Program.

A. Credit History

Credit history must be in good standing.

B. Method for Checking Credit History

Credit reports are reviewed for all adult members of an applicant's household. Rent payment history and utility payment history may also be considered in determining the status of credit history.

C. Standards for Assessing Credit History

If any of the following conditions have occurred in the previous five (5) years for any of the adult members of the applicant's household, the applicant's credit history is not considered in good standing:

1. Three (3) or more slow or late payments in a calendar year;

Exception: If (1) there are no more than three (3) late payments, in total, in the prior five (5) years; (2) there is a legitimate reason for those late payments; and (3) that reason no longer exists, then the late payments alone will not be cause to prevent the applicant's credit history from being considered in good standing;

2. Any charge-offs of balances owing on accounts, for failure to pay;
3. Any accounts having been forwarded to a collection agency; or,
4. Any accounts with refusal for any future credit.

D. Debt to income ratio

The maximum allowable required monthly rental payment to household income ratio is 30%. An applicant household's total monthly obligations for debt service of all kinds (excluding separate business loans or lines of credit), including the required monthly rental payment may not exceed 50% of the household's gross monthly income.

E. Job security

An applicant must have a stable income and job security, which are defined as follows:

1. **Employee applicant.** An applicant who works as an employee must have a permanent job and have been in the position at least one (1) year or demonstrate consistent employment for at least one (1) year.
2. **Self-employed applicant.** An applicant who is self-employed must be able to demonstrate a qualifying income for at least the two (2) previous years, and be able to show that there can be a reasonable expectation that he or she will receive equal or greater annual income in the coming three (3) years.

4. Other Eligibility and Admissions Requirements

Applicants must be eligible under all other eligibility and admissions requirements set out in SIHA's Residential Policies & Procedures. In addition, applicants must meet the following requirements.

A. Good Neighbor Requirement

1. **History with the SIHA.** Each member of the applying household must be in good standing with SIHA.
 - A. If any member of the household has been evicted or is being evicted from a SIHA home, or had a housing agreement with SIHA terminated, or left a SIHA home in disrepair, such person is not in good standing.
 - B. If any member of the household is delinquent on any account to SIHA or any other Spokane Tribe of Indians entity or department, such person is not in good standing.
2. **History with other HUD housing or other landlords.** An applicant will not be eligible for participation in the Program if any member of the household:
 - A. was evicted from or abandoned a HUD-assisted dwelling within the past five (5) years;
 - B. was previously evicted for non-payment or noncompliance with the requirements of a prior landlord, whether or not that landlord was a tribe, TDHE, IHA, tribal or public housing authority, or private landlord;
 - C. is delinquent on any account to any Public Housing Authority or any tribe or TDHE or IHA, such person is not in good standing until such indebtedness is paid in full; or
 - D. has a history of destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities that may endanger or be detrimental to the health, safety and welfare of other SIHA housing residents.
3. **Drug or criminal record background check.** All members of an applicant household are subject to a criminal background check and must sign any necessary consents or waivers for SIHA to obtain pertinent information.
4. **Sexually-related crimes.** If any member of the household has been convicted of a sexually-related crime or is registered as a sex offender under the law of any Tribe, State or the United States, the household will not be eligible for participation in the SIHA Tax Credit Homebuyer Program.

5. **Other Criminal Record.** If any member of the household has been convicted of any crime (other than a sexually related crime, violent criminal activity, or drug-related criminal activity), the household will not be eligible for participation in the Program **unless** the person has (1) completed any sentence for the crime, including probation or parole, and (2) the person has maintained a clean record for at least four (4) years following completion of that sentence.

B. Homeownership Financial Counseling Services

Tenants will be required to participate, prior to occupancy, in the SIHA Homeownership Financial Counseling Program offered, which will be provided free of charge. Further, the tenants will be encouraged to participate in periodic financial literacy courses offered by SIHA (also free of charge). These courses may focus on topics such as program benefits and responsibilities, neighborhood standards, home maintenance, household finance and budgeting, basic housekeeping, and credit repair. Each household must faithfully attend the sessions, at the risk of being removed from consideration for occupancy. The curriculum of the Homeownership Counseling program will be drawn from Pathways Home: A Native Homeownership Guide. This guide was financed by the Fannie Mae Foundation, the Ford Foundation, the Enterprise Foundation, Washington Mutual Bank, Wells Fargo Bank, and others. It is a comprehensive and collaborative effort led by the National Congress of American Indians, the National American Indian Housing Council and the Neighborhood Reinvestment Corporation.

5. Application and Selection Process

Applicants for the Program will submit applications and be selected for participation according to the application and selection process set forth in the SIHA Residential Policies & Procedures. The following section sets out the additional application and selection processes for the Program.

A. Application

An applicant for the Program must complete and submit an application to SIHA pursuant to the application requirements set out in the SIHA Residential Policies & Procedures.

B. Employment and income verification

In order for the SIHA to determine that the data upon which determination of eligibility, selection, preference and payments to be charged are accurate, SIHA must be able to verify this information. The methods of verification include, but are not limited to, the following:

1. Letters or other statements from employers or other pertinent sources giving authoritative information about all sources of income;
2. Copies of documents in the applicant's possession that substantiate his or

her statements, or a brief summary of the pertinent contents of such documents signed and data by the SIHA staff who viewed them;

3. Certified statements or summary data from bank accounts;
4. For self-employed persons, gross receipts and/or tax returns showing itemized expenses and net income;
5. Memoranda of verification data obtained by personal interviews, telephone or other means, with source, date reviewed and the person receiving the information clearly indicated.

C. Application Screening

SIHA will review all the information provided in the application to determine whether the applicant meets the eligibility criteria set out above.

D. Eligibility Determination and Selection

1. **Eligibility Determination.** SIHA will make eligibility determinations and selections consistent within the timeframes set out in the SIHA Residential Policies & Procedures. As soon as practicable after receiving the application, SIHA will determine whether the application is complete and the applicant is eligible.
2. **Selection from waiting list.**
 - A. SIHA maintains a waiting list for all SIHA programs pursuant to its Residential Policies & Procedures. Each list is comprised of the applicants who have been determined to be eligible.
 - B. The eligible applicants will be placed on the waiting list in chronological order, subject to the applicability of preferences set out in the Residential Policies & Procedures.
 - C. SIHA will update the waiting list on a regular basis.
 - D. The applicant must update the application information at least annually. If the applicant fails to update the application when required, the SIHA will remove the applicant from the waiting list. SIHA notifies applicants through a general mailing that updates are required, but the obligation to provide updates lies with the applicant.

6. Occupancy Requirements

This section sets out the additional occupancy requirements for the homes occupied under Program agreements.

A. Responsibilities of the Tax Credit Homebuyer Program Participant

1. Written agreement. Each tenant must enter into a written rental agreement with SIHA. That rental agreement is in a form approved and adopted by the SIHA, and it contains occupancy and compliance requirements in addition to those set out in this Policy, which are binding on the tenant. The tenant is required to follow all the requirements set out in the rental agreement in addition to those set out in this Policy.
2. In addition, each tenant must also execute as an attachment to the rental agreement the ADDENDUM TO LEASE FOR TAX CREDIT PROJECT ("Tax Credit Addendum"), which will be attached to the rental agreement and incorporated by reference in its entirety.
3. In addition, each tenant will also execute a MOA with SIHA that sets out the requirements and procedures for conveyance of the home at the end of the initial tax credit compliance period. That MOA is in a form approved and adopted by SIHA.
4. Payments. Payments are due on the first (1st) of each month and participants must make their monthly payments prior to the tenth (10th) of each month.
5. Change in Income. Tenants are required to provide SIHA with updated household income documentation anytime: (1) there is more than a 5% increase or decrease in the household's adjusted monthly income; (2) there is a change in the household's adjusted monthly income such that their monthly payments would exceed 30% of the household's adjusted monthly income; or (3) any time SIHA makes a request for such household income documentation, which SIHA may do from time-to-time at its sole discretion. Such updated household income documentation must be received by SIHA within 30 days of such change or request.
6. If the tenant loses eligibility due to a decrease in income for a period of 30 days, the tenant must provide updated eligibility information every 30 days until such time as the tenant either regains income eligibility, purchases the home, or is terminated from the Program.
7. SIHA will provide routine maintenance to the home. The tenant is required to provide SIHA prompt notification of the need for any repairs or maintenance.
8. The tenant, members of the tenant's household, and any guests or other persons under the control of the tenant will not damage or remove any part of the premises. The tenant will be charged for the cost of repair and restoration to the premises for any damage or removal caused by the tenant, any member of the tenant's household, any guest of the tenant, or any other person or event under the tenant's control.
9. For any damage in excess of normal wear and tear, SIHA will promptly make the repairs and bill the tenant, provided that SIHA may give the tenant

the option to participate in or observe the maintenance to learn how to make such repairs. The tenant will be given thirty (30) days to pay all costs associated with the repair. Failure to pay will constitute a breach of the rental agreement and recourse available to SIHA under the Agreement will immediately be pursued.

B. Warranty Inspections

At the end of the 9th month of occupancy, SIHA staff together with the tenant, perform a thorough inspection of the home and property inside and out. Warranty items are addressed, and the SIHA staff takes the opportunity to help the tenant understand on-going maintenance responsibilities

7. Enforcement

This section sets out the SIHA's enforcement provisions and options. SIHA's failure to enforce a particular requirement against a specific tenant does not waive SIHA's right to enforce subsequent violations of the same requirements by that tenant or by any other tenants.

A. Requirements

Each participant in the Program is required to abide by all the provisions of the rental agreement and the Tax Credit Addendum, all SIHA policies and procedures, and all applicable Spokane Tribe of Indians ordinances and regulations.

B. Collections

The following collection process and requirements are in addition to those set out in the SIHA Residential Policies & Procedures.

1. The tenant's monthly payments to SIHA are due on the first (1st) day of each month. If the due date falls on a weekend, holiday, or any other day that the SIHA is closed for business, the payment will be due on the next SIHA working day.
2. Late Fees. The tenant will be required to pay a \$25.00 late fee when payment is not received prior to the tenth of the month: The late payment fee will be part of the payment due and must be paid at the time payment is made. The late fee will not be credited toward the purchase price.
3. Returned checks will be considered the same as non-payment, and the tenants will be assessed a \$25.00 fee.
4. Termination of the rental agreement for failure to make the required monthly payment or for other violations will utilize the procedures set out in the SIHA Residential Policies & Procedures.

8. Temporary Absence

A. Primary Residence

A participant is expected to use the home as his or her primary residence.

B. Prohibition Against Subleasing or Assigning

A participant may not sublease, assign, or transfer the home or any part thereof without the express and advance written permission of SIHA, except as provided in this section and in accordance with the provisions of the SIHA Residential Policies & Procedures, this Policy and any applicable federal laws and regulations.

C. Violation of Agreement

If the home is sublet or vacated without the express and advance written permission of SIHA, it will be considered a serious violation of the terms of the rental agreement and the Agreement may be terminated by SIHA in accordance with the termination provisions of the Agreement.

9. Transfer of property

A. Restriction on Sale or Transfer of Home.

The participant may not sell, transfer or otherwise assign the home until the purchase price has been paid as required under this Policy and the home has been conveyed to the tenant.

B. Use of Home for Security

A participant is prohibited from using the home to secure any debt until the purchase price has been paid as required under this Policy and the home has been conveyed to the tenant.

C. Selling

The program participant may sell the home once the purchase price has been paid in full as required under this Policy and the home has been transferred/conveyed to the tenant. However, in such event, SIHA will have the right of first opportunity to purchase the home. If a homeowner wishes to sell the home, the tenant must notify SIHA and allow SIHA sixty (60) days to buy back the home. The price to be paid for the home will be the original purchase price stated and calculated in the SIHA Tax Credit Homebuyer Agreement. If the tenant exercises the right to purchase prior to the expiration of the useful life of the home, the tenant will execute a binding commitment LURA to run with the land that provides that the tenant may only sell the home to a household that meets the eligibility requirements of the NAHASDA, as amended.

D. Additional Limitation on Conveyance

Notwithstanding any of the foregoing, the home will remain the property of SIHA and will not be available for purchase and conveyance until (i) the full completion if the Tax Credit Compliance Period; (ii) Washington Housing Finance Commission has approved the sale or release of the home from the Project.

E. Divorce

In the case of divorce, ownership rights to the home must be determined by a court of competent jurisdiction.

F. Death

In the case of death of a program participant, successorship, ownership and /or heirship to the Agreement and the home will be determined pursuant to and in accordance with the SIHA Residential Policies & Procedures and any applicable probate or heirship laws and/or proceedings.

Approved by Board of Commissioners on June 25, 2019



Timothy Horan, Executive Director

EXHIBIT A
**RENTAL AGREEMENT FOR LOW INCOME HOUSING TAX CREDIT
PROGRAM**

[INSERT RENTAL LEASE FORM]

EXHIBIT A (continued)

**ADDENDUM TO RENTAL AGREEMENT FOR TAX CREDIT PROJECT
("Tax Credit Addendum")**

1. Tenant acknowledges that he/she is subject to the rules and regulations of the Federal Low Income Housing Tax Credit Program (the "Program"). The Program requires that the Tenant's unit be leased to a "Qualified Person." A "Qualified Person" is a person who meets the income and other requirements for the person's unit to qualify as a low-income unit as defined by Section 42 of the Internal Revenue Code. Tenant agrees to notify Authority immediately of any material changes in the income or identity of persons residing within the Unit.
2. Tenant agrees that each of the Tenant's representations under the Lease and Application is material and that any misrepresentations of any information in the Lease or Application will constitute a breach of the Lease.
3. Tenant agrees that 90 days prior to the expiration of the six month Lease term and at any other time reasonably requested by Authority. Tenant will provide to Authority all documentation required by Authority necessary to insure that Tenant remains a Qualified Person, including any required third party verifications. In the event that Tenant fails to deliver such information to the Authority or the Authority determines that Tenant is no longer a Qualified Person under the Program, Tenant agrees to vacate the unit upon the earlier of the expiration of the Lease or upon 30 days' prior written notice from Authority of non-qualifying status.
4. The Program provides for qualification restrictions with respect to occupancy of Program units by fulltime students. Subject to certain limited exceptions, Tenant may not be a full time student. Tenant agrees that Tenant must meet all student status requirements under the Internal Revenue Code to remain in the unit. If Tenant fails to meet all student status requirements, Tenant will be subject to immediate eviction.
5. Tenant agrees to notify the Authority immediately if Tenant becomes a full time student, there is a change in the members of the household or there is a change in household income.
6. Good Cause Evictions/Non-renewals. The owner is prohibited from evicting you and is prohibited from refusing to renew your lease or rental agreement, other than for "good cause." Generally, good cause will mean the serious or repeated violation of material terms of the lease or a condition that makes your unit uninhabitable. Under federal law, you have the right to enforce this requirement in applicable court as a defense to any eviction action brought against you.

Resident or Applicant Name (print)

Signature

Date

Resident or Applicant Name (print) Signature Date

Property Representative Name (print) Signature Date

EXHIBIT B

MEMORANDUM OF AGREEMENT

SPOKANE INDIAN HOUSING AUTHORITY TAX CREDIT HOMEBUYER PROGRAM

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this ____ day of _____, 20__ by and between the Spokane Indian Housing Authority (hereinafter "SIHA"), and _____, (hereinafter "Tenant") for the Dwelling Unit located at _____ (hereinafter "Home") under the provisions set out below. This MOA has been executed in duplicate original, and Tenant hereby acknowledges receipt of one such original. This MOA is specifically and exclusively for use with the Low-Income Housing Tax Credit project at SIHA Homes New House Lane, administered by SIHA, in conjunction with the Rental Agreement between Tenant and SIHA.

SUMMARY OF TERMS

Required Monthly Rental/Purchase Payment varies depending on household income. 100% of all rents paid during occupancy will be applied to the purchase price.

Purchase Price of the Home*:

The purchase price of the homes is listed in Exhibit D. The price was calculated using the original cost to construct the home minus straight line depreciation over an assumed 30-year lifespan. The total amount of rent paid during occupancy and any incentives will be subtracted from this amount.

*** Incentive Credits may apply**

These incentive credits are of no cash value to the tenant or to the Housing Authority. These credits cannot be used to better the unit or toward any rent. The credits are applied toward the purchase price of the home at the end of the 15-year rental period. Credits earned will be calculated annually and a ledger for each household will be maintained by the Housing Authority. A copy of the ledger is available to any household participating in the program either in writing or in person.

Credits toward purchase will be applied as follows (1 credit = \$1.00):

- Inspections (90% passed inspections) 15,000 credits
- Recerts (90% timely recerts) 15,000 credits
- Payments (of any amount) 15,000 credits
- Homeownership Classes 15,000 credits

For and in receipt of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

Section 1. CONDITIONS

- A. This MOA is made by and between the SIHA and the Tenant pursuant to the SIHA Tax Credit Homebuyer Program Policy and the applicable provisions of SIHA's Residential Policies & Procedures. (In construing this MOA, it is understood that the Tenant may be more than one person, and if the context so requires, the singular masculine pronoun will be taken to mean and include the plural and the feminine.)
- B. The SIHA hereby agrees to convey to the Tenant, upon the conditions hereinafter provided, the dwelling unit located at the above address (hereinafter referred to as the "Home," and the Home and the real property on which it is located will be hereinafter collectively referred to as the "Premises") upon SIHA's assumption of ownership of the SIHA Homes NEW HOUSE LANE project at the end of the initial 15-year Low Income Housing Tax Credit Compliance Period.
- C. This MOA provides for Tenant to exercise the option to purchase the Home under the terms and conditions set out herein on a date certain. Until that date, Tenant will be treated in all respects as a Rental Tenant by SIHA, with no equity or other rights in the Home beyond that of a Rental Tenant under SIHA's Policies.
- D. The SIHA hereby grants to Tenant an option to purchase the Home under the provisions of the SIHA Tax Credit Homebuyer Program Policy, for the Purchase Price set out herein. The option will expire if not exercised within 90 days of that date.
- E. The Tenant represents that, as of the date of execution of this MOA, Tenant has provided current information on Family composition, tribal membership, reservation residency, income, employment, credit, rent and utility payment history and other pertinent information related to this MOA. If the SIHA later finds that the Tenant furnished any false, inaccurate, or misleading information in the application or in this MOA, the SIHA may terminate the MOA.
- F. If Tenant meets the applicable requirements, and if the Rental Agreement has not been terminated, Tenant may exercise the option to purchase the Home from the SIHA on the date specified in subparagraph 1.D above. The SIHA will retain ownership of the Home and Leasehold interest in the underlying real property until the Purchase Price has been paid and title to the Home has been transferred to Tenant. Provided, however, that the Home will not be available for purchase and conveyance until the Washington Housing Finance Commission has approved the sale or release of the Home from the Project.
- G. Tenant and the SIHA hereby acknowledge that the form of this MOA has been approved by the SIHA. To the extent that the terms of this MOA are

inconsistent with any policies, resolutions or regulations of the SIHA, the terms of this MOA will govern and will supersede the inconsistent policy, resolution or regulation. The terms used in this Policy will have the same definition as those terms defined in the SIHA Residential Policies & Procedures. If any part of this MOA is inconsistent with 26 U.S.C. §42 or its implementing regulations, then the provisions of the federal law and regulations will apply.

Section 2. PURCHASE PRICE

- A. Purchase Price. Tenant and the SIHA agree that the Purchase Price to be paid for the Home upon exercise of the option to purchase will be \$ ____.
- B. Required Monthly Rental Payment. Tenant will be required to make a Required Monthly Rental Payment to SIHA under the terms of the Rental Agreement.

Section 3. EXERCISE OF OPTION TO PURCHASE

- A. The Tenant will have the right to exercise the option to purchase on the date set out in Section 1.D above, provided Tenant is in good standing as set out in subsection 3.C below. The Tenant may exercise the option to purchase by informing the SIHA in writing that he wants to exercise that option.
- B. At the time that Tenant exercises the option to purchase, the Purchase Price will have been discounted by 5% of the remaining purchase price per year beginning the first year of occupancy for no more than 15 years (exclusive of late fees, maintenance payments, and other charges).
- C. In order to exercise the Option to Purchase, Tenant must be in good standing.
- D. To be considered in good standing, the Tenant must meet the following requirements:
 - (1) Tenant must not have incurred more than \$_____ in maintenance charges during the term of the tenancy due to tenant damage to of the unit.
 - (2) Tenant must pass a unit inspection as per the standards established in this MOA at the time the Option to Purchase is exercised. Tenant must also have passed all physical inspections during the term of the tenancy for cleaning and care of the unit or corrected any deficiencies within thirty (30) days of any inspection.
 - (3) Tenant must complete the Homeownership Counseling Program provided by SIHA prior to exercising the Option to Purchase the Home, which Program will be provided to the Tenant without cost to the Tenant.
 - (4) Tenant must not owe any Required Monthly Rental Payment or any other charges to SIHA at the time the Option to Purchase is exercised.
- E. In addition to meeting the good standing requirements, Tenant must be

prepared and able to pay the Purchase Price in full, minus the amount by which Purchase Price has been reduced per Section 3.B, above. Tenant must be able to pay other such applicable closing or settlement costs as described in the SIHA Residential Policies & Procedures.

- F. If, at on the date set out for exercise of the Option to Purchase, or within 90 days thereafter, Tenant has not, will not, or cannot exercise the Option to Purchase, this MOA will terminate, and Tenant will be converted to a Rental Tenant.
- G. Notwithstanding any of the foregoing, by execution of this MOA the Tenant understands that the Home will remain the property of SIHA for a minimum of 15 years from its placed in-service date [insert date] , and that the Home will not be available for purchase and conveyance until the Washington Housing Finance Commission has approved the sale or release of the Home from the Project.
- H. Binding Commitment. If Tenant exercises the option to purchase point prior to the expiration of the useful life of the Home, Tenant will be required to enter into a binding commitment with SIHA (in a form developed by SIHA, acceptable to the United States Department of Housing and Urban Development, US Treasury and the Internal Revenue Service) to ensure that the Home remains available as affordable housing for NAHASDA- eligible tenants.

Section 4. INSPECTIONS

- A. Tenant agrees that during the term of this MOA SIHA staff will be permitted to enter the Premises for the purpose of conducting inspections including the Initial Inspection, Follow-up Inspections, Annual Inspections, Special Inspections, Project Inspections, and Move-out Inspections as may be applicable under the SIHA Residential Policies & Procedures. Such entry may be made only during reasonable hours after no less than 24 hour advance notice in writing to Tenant of the date, time and purpose; provided however that the SIHA will have the right to enter Tenant's Premises without prior notice to Tenant if the SIHA reasonably believes that an emergency exists which requires entrance.
- B. Prior to the time Tenant moves in, the SIHA along with both the Head of Household and Spouse, if possible, will inspect the Premises and sign a written statement of its condition pursuant to the SIHA Residential Policies & Procedures. Upon move-in, Tenant will be given a copy of the inspection report to review and list any deficiency or damage not noted on the report. The report will be signed and dated by both Head(s) of Household and the SIHA.

Section 5. TERMINATION OF THE MOA

- A. This MOA will automatically terminate upon termination of the Rental Agreement between SIHA and Tenant.

B. SIHA may terminate this MOA for good cause.

Section 6. JURISDICTION

SIHA and Tenant acknowledge that the Premises herein described is located on sovereign lands of the Spokane Tribe of Indians and that the housing is administered by SIHA. The appropriate program policies of SIHA and the laws and ordinances of the Spokane Tribe of Indians apply to all people who reside on Tribal lands. In the event that legal proceedings are instituted to enforce any of the terms of this MOA or the appropriate program policies of SIHA, the parties to this MOA hereby agree that the sole court of competent jurisdiction will be the Spokane Tribe of Indians Tribal Court, and that any interpretation of the terms of this MOA agreement will be construed under the laws, ordinances and traditions of the Spokane Tribe of Indians

Section 7. CONVEYANCE OF LEGAL TITLE

- A. Upon exercise of Tenant's option to purchase, the Rental Agreement and this MOA will terminate, and Tenant and the SIHA will execute and deliver the documents necessary to transfer title of the Home to Tenant. At this same time, the SIHA will relinquish the Leasehold interest in the underlying real property to Tenant, and the Tenant will be required to execute a new lease for the underlying real property with the Tribe. Until such time, Tenant will remain a Tenant of the SIHA. Tenant will have no equitable interest in the Home or the underlying real property arising under this MOA. None of the Required Monthly Rental Payments made by Tenant will be deemed to be equity of the Tenant.
- B. Once title is transferred to the Tenant, Tenant will be permitted to sell the Home. However, the SIHA will have the right of first opportunity to purchase the Home. If Tenant wishes to sell the Home, Tenant must notify the SIHA and allow the SIHA sixty (60) days to buy back the Home. The price to be paid for the Home will be the original Purchase Price set out at Section 2.A of this MOA. If Tenant exercises the right to purchase prior to the expiration of the useful life of the Home, and if SIHA does not exercise its right of first refusal, Tenant will execute a binding commitment to run with the land that provides that Tenant may only sell the Home to a Family that meets the eligibility requirements of the NAHASDA as amended.
- C. In the case of divorce, a court of competent jurisdiction will determine the ownership rights to the Home.
- D. In the case of death of Tenant, successorship to the MOA will be determined pursuant to the SIHA Residential Policies & Procedures.
- E. Tenant will have no right or authority to encumber the Home or the Premises during the Term of this MOA, and Tenant will take all necessary steps keep the Home and the Premises free and clear of all liens and encumbrances created by Tenant during the Term of this MOA.

- F. SIHA may assign its respective rights, title and interest in and to this MOA or the Premises, and/or grant or assign a security interest in this MOA and the Premises, in whole or in part; provided, however, in the event any assignment by the SIHA involves multiple assignees, the assignment will provide for the appointment of a single agent to act on behalf of all assignees with respect to this MOA through whom Tenant may exclusively deal. Any such assignees will have all the rights and obligations of the SIHA under this MOA. Tenant will make payments required under this MOA directly to the assignee if assigned in whole, or if assigned in part, payments will be made to a single agent to act on behalf of all assignees, without abatement or reduction of any kind.

Section 8. NOTICES

- A. Notices, demand letters and any other documents to be served on Tenant, or otherwise required or authorized under this MOA, will be served on Tenant in writing by either:
- (1) Delivering a copy personally to Tenant, to any adult member of his Family residing on the premises, or to any adult who answers the door at the Premises, and by sending an additional copy to Tenant or occupier by certified mail, properly addressed, postage prepaid; or,
 - (2) Posting said notice in a conspicuous place on or near the entrance to said Premises, and by sending an additional copy to Tenant or occupier by certified mail, properly addressed, postage prepaid.
- B. Notices served to the SIHA may be made by mailing to PO Box 195 Wellpinit, WA 99040.

Section 9. MISCELLANEOUS PROVISIONS

- A. Governing Law. This MOA will in all respects be governed by and construed in accordance with the laws of the Spokane Tribe of Indians.
- B. Entire MOA. This MOA sets forth the entire agreement between the parties and supersedes any previous oral or written agreement on the subject matter herein. No alterations, amendments, qualifications or modifications of this agreement will be binding or of any force and effect, unless in writing and signed by the SIHA and Tenant.
- C. Severance Provision. In the event any provision of this MOA will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
- D. Amendments. No modification, variation or amendment of this MOA will have any force or effect unless it is in writing and signed by the Parties.

IN WITNESS WHEREOF, this MOA has been duly executed by Tenant and by a duly authorized officer of the SIHA.

**TENANT(S)
AUTHORITY**

SPOKANE INDIAN HOUSING

By: _____

By: _____

By: _____

Date: _____

Date _____

Exhibit C – Restrictive Covenants

RECORDING INFORMATION

THIS SPACE RESERVED FOR
RECORDER'S USE

GRANTOR: _____

GRANTEE: [TRIBE'S NAME]

After Recording, Return to:

[FULL MAILING ADDRESS]

RESTRICTIVE COVENANTS – LIMITS ON RESALE

These Restrictive Covenants are made and granted by the undersigned Grantor, _____ ("Grantor"), the owner of the dwelling structure ("House") located on and holder of a Leasehold Interest in the real property described below ("Real Property"), in favor of the Spokane Tribe of Indians ("Tribe"), for good and valuable consideration, receipt of which is hereby acknowledged. Grantor acknowledges that these Restrictive Covenants were bargained for and are an integral part of the Purchase and Sale Agreement by which Grantor purchased the House and leased the Property, and that economic detriment to the Tribe would result if these Restrictive Covenants were not upheld, because Grantor's purchase of the House and lease of the Real Property was subsidized with the Tribe's funds intended for the purpose of providing affordable housing to low-income Indians. These Restrictive Covenants are not limited to the Grantor but shall run with the House and the Real Property and be binding upon the Grantor's successors-in-interest and assigns.

1. LEGAL DESCRIPTION. The undersigned Grantor owns the House located on and has a Leasehold Interest in the following Real Property:

[insert legal description here]

2. COVENANT #1: Grantor may only Convey House and Leasehold Interest to the Tribe or to an Enrolled Member of the Tribe. Pursuant to the Tribe's law, the Grantor may only convey, sell, or otherwise transfer interest in the House and Leasehold Interest in the Real Property to the Tribe or to an enrolled member of the Tribe. Notwithstanding any other provision of this Agreement, if the Grantor is married to a non-Tribal member who resides in the House, and the Grantor predeceases his or her spouse, non-Tribal member spouse will retain the right to continue occupying the House and the real property leased via the underlying Leasehold Interest in the Real Property, which right to occupy shall expire on his or her death. All other provisions of this Restrictive Covenant apply.

3. COVENANT #2: Tribe's Right of First Opportunity to Purchase. Notwithstanding Covenant #1, Grantor hereby irrevocably grants to the Tribe the following Right of First Opportunity:

(a) Before Grantor may convey or otherwise transfer the House or the Leasehold Interest in the Real Property, the Tribe shall have a Right of First Opportunity to purchase the House and acquire the remaining Leasehold Interest for the appraised value of the Leasehold Interest in the Real Property, with the appraisal to be conducted by the Tribe, on the terms and conditions set forth in this section. If the Grantor or owner disagrees with the appraised value, he or she can provide an appraisal at his or her own cost. If that appraisal is less than 5% higher than the Tribe's appraisal, then that appraisal will set the purchase price. If the appraisal is more than 5% higher than the Tribe's appraisal, then the parties shall negotiate a mutually acceptable purchase price.

(b) Notice of Proposed Transfer. If Grantor intends to sell or otherwise transfer the House and/or the Leasehold Interest in the Real Property, Grantor shall first deliver to the Tribe a written notice (the "Notice") stating Grantor's bona fide intention to sell or otherwise transfer the House and the remaining Leasehold Interest.

(c) Exercise of Right of First Opportunity. At any time within sixty (60) days after receipt of the Notice, the Tribe may exercise its Right of First Opportunity by giving written notice to Grantor of its intention to purchase the House and acquire the remaining Leasehold Interest for the Purchase Price.

(d) Payment and Transfer. The Tribe shall make payment of the Purchase Price in cash or by check to Grantor within 30 days of giving Grantor written notice of its election to exercise its Right of First Opportunity, and Grantor shall transfer the House and its remaining Leasehold Interest in the Real Property to the Tribe upon receipt of payment via warranty deed.

(e) Grantor's Right to Transfer. If the Tribe does not give written notice of its intent to purchase within the 60 days required, or, if the Tribe gives such notice but fails to make payment within 30 days of giving such notice, Grantor may sell or transfer the House and the remaining Leasehold Interest to such other party or parties as HOMEBUYER intends, subject to any other encumbrances and/or restrictive covenants, including Covenant #1 of this restrictive covenant. Provided, however, that if Grantor fails to sell or transfer the House and the remaining Leasehold Interest within six months of the initial notice provided to the Tribe, this Right of First Opportunity shall remain in full force and effect and shall apply to any subsequent transfer or sale.

(f) Assignment of Right of First Opportunity. The Right of First Opportunity may be assigned by the Tribe to another entity or instrumentality of the Tribe, or to the United States.

4. COVENANT #3: Grantor may not make structural changes or additions to the home without consent of SIHA. Grantor must follow the stipulations outlined in Article VIII, Section 8.6 of the SIHA Homebuyer Policy.

5. GENERAL PROVISIONS.

(a) These Restrictive Covenants shall be governed by the laws of the Tribe as they apply to contracts entered into and wholly to be performed within the Tribe's jurisdiction. These Restrictive Covenants represent the entire agreement between the parties with respect to limitations on the Grantor's ability to convey his or her interest in the House and Leasehold

Interest in the Real Property and may only be modified or amended in writing signed by both parties.

(b) Any notice, demand, or request required or permitted to be given by either the Tribe or the Grantor pursuant to the terms of these Restrictive Covenants shall be in writing and shall be deemed given (i) when delivered personally, (ii) five days after it is deposited in the U.S. mail, First Class with postage prepaid, or (iii) one day after deposit (prepaid) with a Tribally recognized overnight courier.

(c) The Tribe's failure to enforce any provision or provisions of these Restrictive Covenants shall not in any way be construed as a waiver of any such provision or provisions, nor prevent the Tribe thereafter from enforcing each and every other provision of these Restrictive Covenants. The rights granted to the Tribe herein are cumulative and shall not constitute a waiver of the Tribe's right to assert all other legal remedies available to it under the circumstances.

(d) The parties acknowledge that money damages may not be an adequate remedy for violations of these Restrictive Covenants and that the Tribe may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper to enforce the terms set forth herein or to prevent any violation hereof and, to the extent permitted by applicable law, Grantor waives any objection to the imposition of such relief in appropriate circumstances.

(e) These Restrictive Covenants may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Each party to these Restrictive Covenants represents that such party has duly authorized, executed, and delivered these Restrictive Covenants and that these Restrictive Covenants constitute a valid and binding obligation of such party, enforceable against such party in accordance with its terms and conditions.

(g) These Restrictive Covenants shall be deemed to run with the House and the underlying Real Property and are binding on the Grantor, any successive owners, and their respective assignees, heirs' administrators, devisees and successors. The restrictions, stipulations, and covenants contained herein shall be inserted by the Grantor verbatim into any deed or other legal instrument by which Grantor divests him or herself of any ownership interest or estate in the House and in the underlying Real Property.

(h) Any conveyance, sale or other transfer of the House or the leasehold interest in the underlying real property conducted in violation of the terms and conditions set forth herein is null, void, and without effect. For the purposes of these Restrictive Covenants, the terms "convey, sell, or otherwise transfer" are intended to and shall be construed as broadly as possible, and shall incorporate any conveyance or transfer of any ownership interest in the House and Leasehold Interest in the Real Property, including but not limited to disposition, sale, assignment, gift, devising, bequeath, donation, grant, relinquishment, or disposition by probate.

(i) The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

IN WITNESS WHEREOF, Grantor executes this these Restrictive Covenants as of the date first above written.

Grantor

Date

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF STEVENS

On _____ before me,
_____, personally appeared
_____,
_____,
_____, and

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

My Commission Expires: _____

Exhibit D – Purchase Price

House Style 1014-B (2 bedroom/1038 s.f.)

Units: 26, 30, 35 & 39

Year of Occupancy	# of Years	Beginning Balance	-5%	Deduction Amount	Ending Balance
2005	1	\$89,849.62	\$4,492.48	\$4,492.48	\$85,357.14
2006	2	\$85,357.14	\$4,267.86	\$4,267.86	\$81,089.28
2007	3	\$81,089.28	\$4,054.46	\$4,054.46	\$77,034.82
2008	4	\$77,034.82	\$3,851.74	\$3,851.74	\$73,183.08
2009	5	\$73,183.08	\$3,659.15	\$3,659.15	\$69,523.93
2010	6	\$69,523.92	\$3,476.20	\$3,476.20	\$66,047.72
2011	7	\$66,047.73	\$3,302.39	\$3,302.39	\$62,745.34
2012	8	\$62,745.34	\$3,137.27	\$3,137.27	\$59,608.07
2013	9	\$59,608.07	\$2,980.40	\$2,980.40	\$56,627.67
2014	10	\$56,627.67	\$2,831.38	\$2,831.38	\$53,796.29
2015	11	\$53,796.29	\$2,689.81	\$2,689.81	\$51,106.48
2016	12	\$51,106.47	\$2,555.32	\$2,555.32	\$48,551.15
2017	13	\$48,551.15	\$2,427.56	\$2,427.56	\$46,123.59
2018	14	\$46,123.59	\$2,306.18	\$2,306.18	\$43,817.41
2019	15	\$43,817.41	\$2,190.87	\$2,190.87	\$41,626.54

House Style 94207 (2 Bedroom/952 s.f.)

Units: 28, 32, 37 & 41

Year of Occupancy	# of Years	Beginning Balance	-5%	Deduction Amount	Ending Balance
2005	1	\$81,329.90	\$4,066.50	\$4,066.50	\$77,263.41
2006	2	\$77,263.41	\$3,863.17	\$3,863.17	\$73,400.24
2007	3	\$73,400.23	\$3,670.01	\$3,670.01	\$69,730.22
2008	4	\$69,730.22	\$3,486.51	\$3,486.51	\$66,243.71
2009	5	\$66,243.71	\$3,312.19	\$3,312.19	\$62,931.52
2010	6	\$62,931.53	\$3,146.58	\$3,146.58	\$59,784.95
2011	7	\$59,784.95	\$2,989.25	\$2,989.25	\$56,795.70
2012	8	\$56,795.70	\$2,839.79	\$2,839.79	\$53,955.92
2013	9	\$53,955.92	\$2,697.80	\$2,697.80	\$51,258.12
2014	10	\$51,258.12	\$2,562.91	\$2,562.91	\$48,695.21
2015	11	\$48,695.22	\$2,434.76	\$2,434.76	\$46,260.46
2016	12	\$46,260.45	\$2,313.02	\$2,313.02	\$43,947.43
2017	13	\$43,947.43	\$2,197.37	\$2,197.37	\$41,750.06
2018	14	\$41,750.06	\$2,087.50	\$2,087.50	\$39,662.56
2019	15	\$39,662.56	\$1,983.13	\$1,983.13	\$37,679.43

House Style 90638 (3 Bedroom/1222 s.f.)

Units: 21, 23, 25, 36, 38 & 40

Year of Occupancy	# of Years	Beginning Balance	-5%	Deduction Amount	Ending Balance
2005	1	\$101,137.76	\$5,056.89	\$5,056.89	\$96,080.87
2006	2	\$96,080.87	\$4,804.04	\$4,804.04	\$91,276.83
2007	3	\$91,276.83	\$4,563.84	\$4,563.84	\$86,712.99
2008	4	\$86,712.99	\$4,335.65	\$4,335.65	\$82,377.34
2009	5	\$82,377.34	\$4,118.87	\$4,118.87	\$78,258.47
2010	6	\$78,258.47	\$3,912.92	\$3,912.92	\$74,345.55
2011	7	\$74,345.55	\$3,717.28	\$3,717.28	\$70,628.27
2012	8	\$70,628.27	\$3,531.41	\$3,531.41	\$67,096.86
2013	9	\$67,096.86	\$3,354.84	\$3,354.84	\$63,742.02
2014	10	\$63,742.01	\$3,187.10	\$3,187.10	\$60,554.91
2015	11	\$60,554.91	\$3,027.75	\$3,027.75	\$57,527.16
2016	12	\$57,527.17	\$2,876.36	\$2,876.36	\$54,650.81
2017	13	\$54,650.81	\$2,732.54	\$2,732.54	\$51,918.27
2018	14	\$51,918.27	\$2,595.91	\$2,595.91	\$49,322.36
2019	15	\$49,322.35	\$2,466.12	\$2,466.12	\$46,856.23

House Style 92523 (3 Bedroom/1279 s.f.)

Units: 22, 27, 31, 42, 44 & 48

Year of Occupancy	# of Years	Beginning Balance	-5%	Deduction Amount	Ending Balance
2005	1	\$110,351.76	\$5,517.59	\$5,517.59	\$104,834.17
2006	2	\$104,834.17	\$5,241.71	\$5,241.71	\$99,592.46
2007	3	\$99,592.46	\$4,979.62	\$4,979.62	\$94,612.84
2008	4	\$94,612.84	\$4,730.64	\$4,730.64	\$89,882.20
2009	5	\$89,882.20	\$4,494.11	\$4,494.11	\$85,388.09
2010	6	\$85,388.09	\$4,269.40	\$4,269.40	\$81,118.69
2011	7	\$81,118.68	\$4,055.93	\$4,055.93	\$77,062.75
2012	8	\$77,062.75	\$3,853.14	\$3,853.14	\$73,209.61
2013	9	\$73,209.61	\$3,660.48	\$3,660.48	\$69,549.13
2014	10	\$69,549.13	\$3,477.46	\$3,477.46	\$66,071.67
2015	11	\$66,071.68	\$3,303.58	\$3,303.58	\$62,768.10
2016	12	\$62,768.09	\$3,138.40	\$3,138.40	\$59,629.69
2017	13	\$59,629.69	\$2,981.48	\$2,981.48	\$56,648.21
2018	14	\$56,648.20	\$2,832.41	\$2,832.41	\$53,815.79
2019	15	\$53,815.79	\$2,690.79	\$2,690.79	\$51,125.00

House Style 24318 (4 Bedroom/1453 s.f.)

Units: 24 & 34

Year of Occupancy	# of Years	Beginning Balance	-5%	Deduction Amount	Ending Balance
2005	1	\$120,303.76	\$6,015.19	\$6,015.19	\$114,288.57
2006	2	\$114,288.57	\$5,714.43	\$5,714.43	\$108,574.14
2007	3	\$108,574.14	\$5,428.71	\$5,428.71	\$103,145.43
2008	4	\$103,145.44	\$5,157.27	\$5,157.27	\$97,988.17
2009	5	\$97,988.16	\$4,899.41	\$4,899.41	\$93,088.75
2010	6	\$93,088.76	\$4,654.44	\$4,654.44	\$88,434.32
2011	7	\$88,434.32	\$4,421.72	\$4,421.72	\$84,012.60
2012	8	\$84,012.60	\$4,200.63	\$4,200.63	\$79,811.97
2013	9	\$79,811.97	\$3,990.60	\$3,990.60	\$75,821.37
2014	10	\$75,821.37	\$3,791.07	\$3,791.07	\$72,030.30
2015	11	\$72,030.31	\$3,601.52	\$3,601.52	\$68,428.79
2016	12	\$68,428.79	\$3,421.44	\$3,421.44	\$65,007.35
2017	13	\$65,077.35	\$3,253.87	\$3,253.87	\$61,823.48
2018	14	\$61,756.98	\$3,087.85	\$3,087.85	\$58,669.13
2019	15	\$58,669.13	\$2,933.46	\$2,933.46	\$55,735.67

House Style 90671 (5 Bedroom/1785 s.f.)

Units: 33 & 43

Year of Occupancy	# of Years	Beginning Balance	-5%	Deduction Amount	Ending Balance
2005	1	\$142,527.76	\$7,126.39	\$7,126.39	\$135,401.37
2006	2	\$135,401.37	\$6,770.07	\$6,770.07	\$128,631.30
2007	3	\$128,631.30	\$6,431.57	\$6,431.57	\$122,199.74
2008	4	\$122,199.74	\$6,109.99	\$6,109.99	\$116,089.75
2009	5	\$116,089.75	\$5,804.49	\$5,804.49	\$110,285.26
2010	6	\$110,285.26	\$5,514.26	\$5,514.26	\$104,771.00
2011	7	\$104,771.00	\$5,238.55	\$5,238.55	\$99,532.45
2012	8	\$99,532.45	\$4,976.62	\$4,976.62	\$94,555.83
2013	9	\$94,555.83	\$4,727.79	\$4,727.79	\$89,828.04
2014	10	\$89,828.04	\$4,491.40	\$4,491.40	\$85,336.64
2015	11	\$85,336.63	\$4,266.83	\$4,266.83	\$81,069.80
2016	12	\$81,069.80	\$4,053.49	\$4,053.49	\$77,016.31
2017	13	\$77,016.31	\$3,850.82	\$3,850.82	\$73,165.49
2018	14	\$73,165.50	\$3,658.28	\$3,658.28	\$69,507.23
2019	15	\$69,507.22	\$3,475.36	\$3,475.36	\$66,031.86