Dear Applicant,

Enclosed you will find the Down Payment Assistance (DPA) program application along with a copy of the Down Payment/Closing Cost Grant Policy (rev. 09/17/13).

Please read the policy carefully and return the completed application to the following address:

Attn: Crystal Wilson
Department of Housing
Cheyenne and Arapaho Tribes
P.O. Box 1357
Clinton, OK 73601

Also, please include a copy of your pre-qualification letter from your bank or lending institution.

Should you have any questions or need additional assistance with the application process, you may call (580) 323-4877 from 8:00 a.m.-5:00 p.m. on Monday-Friday. Or you may also contact me directly at (580) 331-2409 or via e-mail at cwilson@c-a-tribes.org.

Respectfully,

Crystal Wilson
Development Specialist
HOUSING AUTHORITY
OF
THE CHEYENNE-ARAPAHO TRIBES

Down Payment
Closing Cost Grant Policy
DOWN PAYMENT
CLOSING COST GRANT POLICY

The purpose of this grant is to provide the opportunity of homeownership for tribal members that can qualify for financial funding from private sector lending or mortgage companies. Within the practice of providing safe, affordable housing for Native American families living within the service area of the Cheyenne-Arapaho Housing Authority, it has been determined that Native American families possess acceptable credit history and financial potential to acquire home loans from the available lending market. Although the financial stability mandatory for a mortgage payment has been identified, many times these families need assistance with the initial down payment and closing cost required for this funding from most lending sources.

The Cheyenne-Arapaho Housing Authority will assist eligible Cheyenne-Arapaho tribal members to secure a loan from another lending source, such as a bank or Mortgage Company, through the implementation of the Down Payment/Closing Cost Grant program. Listed below are the criteria for this grant program.

This program will have a priority of a “first come, first serve” basis. Securing a loan and eligibility will be the factors on whether or not you have successfully completed all the requirements.

I. CRITERIA FOR GRANT APPLICATION

a. A grant applicant must meet the definition of a family as presented in the Housing Authority’s admission, occupancy and eligibility policy.

b. Grant funds must be used for purchase of a single family dwelling to be used as grantees primary place of residence.

c. A grant applicant cannot exceed the 100% median income limit established for his/her family size.

d. Grant funds will be paid directly to the closing agency that handles the closing of the property. A letter of commitment from the Housing Authority will be furnished to the successful applicant to provide to the realtor and closing company.

e. Grant funds can only be used for purchase of the property that lies within the State of Oklahoma boundaries.

f. By federal regulation, selected properties constructed before 1978 must be tested for lead-based paint.

g. Home cannot be in flood zone, must document with flood plain map.

h. Although the money used will be considered a grant, the CAHA will file a secondary lien against the property for a period of five years beginning the date of closing with the amount of the lien decreasing by twenty percent (20%) each consecutive year. At the
beginning of the sixth year, the CAHA will remove the lien and have no further claim to
the property.
i. Applicant cannot own another home.
j. Applicant has to be on the waiting list.
k. A representative of the Housing Authority has to view and approve the home before the
grant can be disbursed.
l. Manufactured homes and trailer homes are not eligible for purchase under this grant
program, but doublewide trailers may be purchased if under seven (7) years old and
placed on a permanent foundation.
m. All homes must be within acceptable health and safety standards as defined in the
International Residential Code, no substandard homes will be allowed to be purchased
through this funding.
n. The purchase amount has to exceed $25,000; the Board of Commissioners must approve
any lesser amount.
o. Grant preparation from initial application to final closing may take up to sixty days for
all paper work to be completed. We ask that you prepare for this completion time.

II. ELIGIBILITY

1) A single person is eligible for the down-payment/closing cost grant program.
   However, they can only apply after July 1st of each year. This waiting period is to
   allow other applicants with families the opportunity to apply.

2) Applications that have not had any action or are not in the process of having a
   closing date by December 31st of each year will be closed. Applicant must resubmit
   an application when they are ready to purchase a home.

3) This program will be based on a first come first serve basis with the approval of a
   loan from a lending institution. Other types of loans will have to be formal and shall
   be properly filed. No personal notes will be accepted without proper documentation
   and filings.

4) Tribal members will be the first priority. The Housing Authority will budget on a
   yearly basis what total amount will be obligated toward this program.

5) Non Low-Income applicants between 80-100% median incomes. Applicants will
   be serviced with a smaller portion of the total grant amount. The formula for the
   adjustment is attached or found in NOTICE PIH 99-6.

6) Families over 100% median incomes will not be served. These figures are
   formulated by HUD on a yearly basis.

7) Past participants will not be eligible for a second DPA. It’s a onetime assistance.

III. MAXIMUM GRANT AMOUNT

1. The maximum amount available for the Down Payment/Closing Cost Grant is
   $10,000 per eligible family with the Head of Household under the age of 55.
2. **Elderly Provision:** for applicants at the age of **55 years and over**, the grant amount will be increased to $15,000.

**IV. GRANTEE OBLIGATIONS TO THE HOUSING AUTHORITY**

1. A secondary lien will be placed on the property that will decrease over the next (5) years by 20% each year. If the grantee sells the property before the end of the (5) year period the remaining portion of the granted amount will be returned to the CAHA from the Proceeds of the Sale. After the 5th year is completed, or as soon as possible at the beginning of the 6th year, the Housing Authority will remove the lien from the property and have no further claim to any Proceeds of Sale in the event that the property is sold at a later date.

2. A secondary lien will not be waived by the Housing Authority if another agency is offering and has approved to assist an applicant applying for the Down Payment Assistance funds.

3. Should the grantee not be able to fulfill his/her agreement due to death or mental incapacity, this agreement will be binding on the successor on the home. Whoever is declared the proper tenant of the residence will be obligated for the remaining five years.

4. The Housing Authority holds no responsibility to the current or future condition of the property purchased or to the original mortgage holder for payment of required payments. **The Housing Authority will not renovate or repair the unit purchased under this program.**

**V. CONSTRUCTING A HOME**

1. The approved applicant can use the approved funds for the construction of a new home.

2. The new home cannot exceed the purchase price was set in the HUD regulations for Total Development Cost.

3. Title or a deed must be furnished to the office for documentation.

4. A copy of the construction agreement will also have to be provided.

5. The Housing Authority will monitor the progress and ask for progress reports on the completion of the home.

**VI. CREDIT APPLICATION**

The appropriate financial institution providing the loan will process the application. Eligibility for grant will be subsequent to the approval of loan through a financial institution or Mortgage Company processing the loan.
**Cheyenne-Arapaho Housing Authority**

**Down Payment Assistance Application**

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the assistance.

### I. TYPE OF MORTGAGE AND TERMS OF AGREEMENT

<table>
<thead>
<tr>
<th>Assistance:</th>
<th>VA</th>
<th>Conventional</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applied for:</td>
<td>FHA</td>
<td>FNMA</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount</th>
<th>Interest Rate</th>
<th>No. of Months</th>
<th>Amortization Type:</th>
<th>Fixed Rate</th>
<th>Other (explain):</th>
<th>GPM</th>
<th>ARM (type):</th>
</tr>
</thead>
</table>

### II. PROPERTY INFORMATION AND PURPOSE OF ASSISTANCE

<table>
<thead>
<tr>
<th>Purpose of Assistance:</th>
<th>Purchase</th>
<th>Construction</th>
<th>Other (explain):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refinance</td>
<td>Construction</td>
<td>Permanent</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Will Be:</th>
<th>Primary Residence</th>
<th>Secondary Residence</th>
<th>Investment</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title will be held in what Name(s):</th>
<th>Manner in which Title will be held</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain):</th>
<th>Estate will be held in:</th>
</tr>
</thead>
</table>

- Fee Simple
- Leasehold
- Trust

### III. BORROWER INFORMATION

**Borrower**

- Borrower's Name (include Jr. or Sr. if applicable)
- Social Security Number
- Home Phone (incl. area code)
- Age
- Yrs. School
- Married
- Unmarried (include single, divorced, widowed)
- Dependants (not listed by Co-Borrower)
- No. Ages
- Present Address (street, city, state, ZIP)
- Own
- Rent
- No. Years
- Are you a member of the Cheyenne-Arapaho tribes?  Yes [ ] No [ ] If yes, what is your CDIB#?

**Co-Borrower**

- Co-Borrower's Name (include Jr. or Sr. if applicable)
- Social Security Number
- Home Phone (incl. area code)
- Age
- Yrs. School
- Married
- Unmarried (include single, divorced, widowed)
- Dependants (not listed by Co-Borrower)
- No. Ages
- Present Address (street, city, state, ZIP)
- Own
- Rent
- No. Years
- Are you a member of the Cheyenne-Arapaho tribes?  Yes [ ] No [ ] If yes, what is your CDIB#?

### IV. EMPLOYMENT INFORMATION

**Borrower**

- Name & Address of Employer
- Self Employed
- Years on this job
- Yrs. employed in this line of work/profession
- Position/Title/Type of Business
- Business Phone (incl. area code)

**Co-Borrower**

- Name & Address of Employer
- Self Employed
- Years on this job
- Yrs. employed in this line of work/profession
- Position/Title/Type of Business
- Business Phone (incl. area code)

### V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

<table>
<thead>
<tr>
<th>Gross Monthly Income</th>
<th>Borrower</th>
<th>Co-Borrower</th>
<th>Total</th>
<th>Combined Monthly Housing Expenses</th>
<th>Present</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Empl. Income*</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Overtime</td>
<td></td>
<td></td>
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<tr>
<td>Bonuses</td>
<td></td>
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<tr>
<td>Commissions</td>
<td></td>
<td></td>
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<tr>
<td>Dividends/Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Rental Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other: (before completing, see the notice in &quot;describe other income,&quot; below)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

*Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for this application.

B/C

| Monthly Amount | $ | $ |

---

**NOTE:** The PDF needs to be filled out and saved, but the text representation is provided as natural language. The table values and calculations should be filled in as part of the application process.
VI. DECLARATIONS

If you answer “yes” to any questions (a) through (l), please use continuation portion for explanation.

Borrower Co-Borrower

a. Are there any outstanding judgements against you? □ Yes □ No
b. Have you been declared bankrupt in the last seven years? □ Yes □ No
c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last seven years? □ Yes □ No
d. Are you a party to a lawsuit? □ Yes □ No
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If “Yes” provide details, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action.) □ Yes □ No
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? □ Yes □ No
g. Are you obligated to pay alimony, child support, or separate maintenance? □ Yes □ No
h. Have you ever been evicted from a home or abandoned a home from any housing authority? □ Yes □ No
i. Are you a co-maker or endorser on a note? □ Yes □ No
j. Are you a Cheyenne-Arapaho tribal member? □ Yes □ No
k. Do you intend to occupy the property as your primary residence? If “Yes”, complete question (l) below.

l. Have you had an ownership interest in the property in the last five years?

(1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)?

(2) How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?

VII. ACKNOWLEDGMENT AND AGREEMENT

The undersigned specifically acknowledge(s) and agree(s) that: (1) the assistance requested by this application will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the assistance indicated herein; (4) occupation of the property will be as indicated above; (5) verification or re-verification of any information contained in the application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by the Lender; even if the assistance is not approved; (6) the Lender, its agents, successors, and assigns will rely on the information contained in this application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; (7) In the event my/our payments on the loan indicated in this application become delinquent, the Lender, its agents, successors, and assigns, may, in addition to all other rights and remedies, report my/our name(s) and account information to a credit reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me or the administration of the loan account may be transferred to an agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property.

Certification: I/we certify that the information provided in this application is true and correct as of the date sent forth my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et. seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application. I/We also understand that if we do not stay in the unit for at least five years upon the sale of the unit, the O&H Housing Authority will recover this down payment back from sale of proceeds.

Applicant's Signature Date Co-Applicant's Signature Date

X

VIII. CONTINUATION PORTION/RESIDENTIAL ASSISTANCE APPLICATION

Use this continuation portion if you need more space to complete the Residential Assistance Application. Mark B for Borrower or C for Co-Borrower.

Borrower: Agency Case Number:

Co-Borrower: Lender Case Number:

IX. HOME OWNERSHIP FINANCING

(1) Have you applied for financial assistance for the purchase/or construction of a home? □ Yes □ No

(2) If yes, where? (Address & Telephone Number)

(3) If yes above, were you approved? □ Yes □ No And for what amount?

I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et. seq.

Borrower's Signature Date Co-Borrower's Signature Date

X