



**HO-CHUNK NATION CODE (HCC)  
TITLE 8 – HOUSING, REAL ESTATE, AND PROPERTY CODE  
SECTION 5 –HOUSING FOR THE GENERAL WELFARE OF VETERANS,  
ELDERS AND NON-ELDERS ACT**

**AMENDED BY LEGISLATURE: 03/08/16**

**ENACTED BY LEGISLATURE: 05/19/04**

**CITE AS: 8 HCC § 5**

*This Act supersedes the Homebuyer Program Policy Manual dated 11/29/1994 as it applies to non-elders and any subsequent manuals, amendments, and/or revisions thereof and was Amended and Restated on 11/04/14 to include Veterans, Elders and Non-Elders and most recently amended on 09/08/15.*

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**1. Authority.**

a. Article V, Section 2(a) of the Constitution of the Ho-Chunk Nation (“Constitution”) grants the Legislature the power to make laws, including codes, ordinances, resolutions, and statutes.

b. Article V, Section 2(b) of the Constitution grants the Legislature the power to establish Executive Departments, and to delegate legislative powers to the Executive Branch to be administered by such Departments, in accordance with the law; any Department established by the Legislature shall be administered by the Executive; the Legislature reserves the power to review any action taken by virtue of such delegated power.

c. Article V, Section 2(d) of the Constitution grants the Legislature the power to authorize expenditures by law and appropriate funds to the various Departments in an annual budget.

d. Article V, Section 2(i) of the Constitution grants the Legislature the power to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals.

e. Article V, Section 2(s) of the Constitution grants the Legislature the power to promote public health, education, charity, and such other services as may contribute to the social advancement of the members of the Ho-Chunk Nation.

f. Legislative Resolution 10-07-14K, Priority Housing for Ho-Chunk Veterans and the SH OG LA, proclaimed that the Veterans and Elder's years are limited and their housing needs are critical and that housing for all of the Veterans and Elders shall have priority over all other segments of the Ho-Chunk population.

**2. Findings.** The Legislature of the Ho-Chunk Nation states the following findings:

a. Overcrowding, homelessness, home affordability, and access to financing continue to be critical problems faced by Tribal Members.

b. It is a high priority of the Nation and its government to address the housing needs of its Elders and Veterans who have acted as the principal keepers of its traditions and culture, which the Nation generously recognizes and appreciates.

c. Federal housing programs have generally proven inadequate and poorly designed from the perspective of the material, cultural, and social needs of the Nation and its Tribal members. The needs of the Nation require the expenditure of resources to provide housing programs thus allowing Tribal members the opportunity to realize a safe and pleasant home environment.

d. The use of gaming revenues to provide adequate housing is deemed a priority.

**3. General.** The Ho-Chunk Nation Department of Housing shall provide centralized leadership to develop equal housing opportunities using funds allocated for this purpose more strategically and efficiently, improving the use of socio-economic resources, and by creating unified goals and objectives stimulating durable housing options which benefit

Ho-Chunk members by improving access to safe and affordable housing. Develop housing opportunities creating self-sufficiency/sustainability.

**4. Purpose.** This Act establishes the Ho-Chunk Nation's *Housing for the General Welfare of Veterans, Elders and Non-Elders* to be administered by the Department of Housing. The Act sets forth the regulatory scope and authority of home ownership terms which the Nation provides for the benefit of Ho-Chunk Nation members, and the necessary organizational policies which are administered under the Department of Housing.

**5. Goals.** The goals of the Housing for the General Welfare of Veterans, Elders and Non-Elders are as follows:

a. Establish a system to ensure Ho-Chunk Nation Veterans, Elders and Non-Elders who are proved to be financially responsible are served the earliest.

b. Ensure fair administrative guidelines, educational and counseling assistance to assist Ho-Chunk Nation members with achieving home ownership.

c. Establish a fair and consistent enforcement policy to cooperatively resolve issues with regard to payment delinquencies and other defaults in order to avoid legal remedies if possible, yet protect the Nation's financial interests.

**6. Age Policy.** The qualifying ages of the Housing for the General Welfare of Veterans, Elders and Non-Elders are age fifty-five (55) and older for Elders and age eighteen (18) to fifty-four (54) for Non-Elders.

**7. Definitions.** The following terms shall have the meaning indicated:

a. "Applicant" means an enrolled Ho-Chunk Nation member applying for housing under this Act to promote home ownership.

b. "Appraisal" means an assessment or estimation of the worth, value, or quality of a property.

c. "Approved Applicant" means an Applicant selected to receive a Department of Housing (DOH) home.

d. "Child" means an individual who is not married and has not attained eighteen (18) years of age and for the purposes of this Code must be an enrolled or eligible for enrollment with the Ho-Chunk Nation, pursuant to the Tribal Enrollment Membership Act (2 HCC § 7).

e. "Closing" means a meeting of parties to a real estate transaction for formally transferring title.

f. “Closing Costs” means the various fees and expenses payable by the seller and/or buyer at the time of a real estate closing.

g. “Cohabitant” means a relationship that has a living arrangement in which an unmarried couple lives together in a long-term relationship that resembles a marriage. (See Ho-Chunk Nation Marriage Ordinance (4 HCC § 10).)

h. “Combat Veteran” means a veteran who meets one or more of the following criteria:

1. Military service documentation that reflects service in a combat theater
2. Receipt of a combat service medal
3. Receipt of imminent danger or hostile fire pay or tax benefits

i. “Default” means the omission or failure to perform a written legal and/or contractual obligation to perform as provided in an agreement.

j. “Deferred” means that an approved Applicant’s file is set aside or deferred because he/she is not ready to proceed within three (3) months of receipt of the approval letter.

k. “Delinquency” means the condition of being late on payment but not yet in default.

l. “Divorce Decree” means the formal document that legally separates a husband and wife. (See Ho-Chunk Nation Divorce and Custody Ordinance (4 HCC § 9).)

m. “DOH” means the Ho-Chunk Nation Department of Housing.

n. “Elder” means any individual fifty-five (55) years of age or more who is an enrolled Ho-Chunk Nation member. (This definition is only applicable to this act.)

o. “Escrow Account” means the account maintained by DOH and the Ho-Chunk Nation Department of Treasury for the benefit of each homeowner to pay homeowner’s insurance premiums, and real estate taxes.

p. “Escrow Account Home Sale” means a separate account established by DOH and Ho-Chunk Nation Department of Treasury from the proceeds of a sale of a DOH home.

q. “Existing Home Purchase” means the purchase of an existing home that meets DOH requirements.

r. “Family Member” means a member of a group of individuals living under one roof with one head of household.

- s. “Fee Simple” means a parcel of land that is subject to local taxation.
- t. “Foreclosure” forfeiture of a property for non-payment.
- u. “HBOD” means the Department of Housing Board of Directors.
- v. “Heirship Land” means land(s) held in trust by the BIA (Bureau of Indian Affairs) for the benefit of the allotment heirs of the land.
- w. “Ho-Chunk Member” means an enrolled member of the Ho-Chunk Nation as defined by the Constitution of the Ho-Chunk Nation.
- x. “Home Warranty” means a warranty policy available to purchasers of existing homes in most states designed to protect against the failure of certain major systems of the home for a period of one year.
- y. “Homeowner” means the recipient of a home financed by DOH.
- z. “Homeowner’s Insurance” means a comprehensive policy designed to protect the property, general liability, and other acts of God.
- aa. “HOP” means the Home Ownership and Benefit Housing Program for the General Welfare of Elders and Non-Elders, formerly known as the Home Ownership Program. Now titled Housing for the General Welfare of Veterans, Elders and Non-Elders Act.
- bb. “Individual Found Incompetent” means an individual who has been adjudicated by the Trial Court as meeting the following requirements:
  - 1. The individual is aged at least 17 years and 6 months.
  - 2. For purposes of appointment of a guardian of the person, because of an impairment, the individual is unable effectively to receive and evaluate information or to make or communicate decisions to such an extent that the individual is unable to meet the essential requirements for his or her physical health and safety.
  - 3. For purposes of appointment of a guardian of the estate, because of an impairment, the individual is unable effectively to receive and evaluate information or to make or communicate decisions related to the management of his or her property or financial affairs, to the extent that any of the following applies:
    - i. The individual has property that will be dissipated in whole or in part.
    - ii. The individual is unable to provide for his or her support.

iii. The individual is unable to prevent financial exploitation.

cc. "Lease" means a contract for payment that conveys the use of real property to another for a specific period of time.

dd. "Legally Incompetent" means a Court has declared an individual to be unfit or unqualified to discharge their obligations and duties.

ee. "Legislature" means the Ho-Chunk Nation governing body.

ff. "Lien" means a legal claim against property by another as security for money owed.

gg. "Life Estate Without Regard to Waste" means that the individual may not cause or allow damage to the property through culpable negligence or an affirmative act of malicious destruction to the prejudice of the heirs of the property..

i. Culpable negligence means failure to act as a reasonable and prudent person would act.

ii. Malicious destruction means to destroy or injure the property of another.

hh. "Maximum Project Financing Amount" means an amount determined by the Ho-Chunk Nation Legislature for DOH project financing.

ii. "Modular" means a home that does not have an axle or metal framework that is built in sections and assembled on site.

jj. "Mortgage" means a legal document that pledges a property to the lender as security for payment of a debt.

kk. "Mortgage Refinancing" means the process of paying off an approved applicant's mortgage or partial mortgage from an outside lender for the purpose of refinancing with DOH.

ll. "Nation" means the Ho-Chunk Nation.

mm. "Non-Elder" means a Ho-Chunk Nation enrolled member who is 18-54 years of age.

nn. "Occupancy Permit" means a permit issued to enter and occupy a newly built or renovated home.

oo. "Once in a Lifetime Housing Benefit" means that an individual shall only be eligible to utilize one benefit, one time, from the housing benefits offered by the Ho-

Chunk Nation Department of Housing that are designated as a “Once in a Lifetime Housing Benefit.”

pp. “Panelized” means a home in which the wall sections are built indoors at the factory with windows and doors already set. The wiring, plumbing, drywall, insulation, and framing components are installed or built on site.

qq. “Plans” mean the detailed drawings illustrating the various systems of a structure, including but not limited to framing, foundation, electrical, plumbing, mechanical, roofing, and heat loss calculation.

rr. “P.M.I.” means private mortgage insurance.

ss. “Property” means anything that is owned by a person or entity.

tt. “Project Coordinator” means a designated individual(s) on the DOH staff that assists the Approved Applicant.

uu. “Property Tax” means a tax assessed by local governments on fee simple property according to its assessed value.

vv. “Quit Claim Deed” means a legal document used to release one’s rights, title or interest in property to another without providing a warranty.

ww. “Real Property” means land and any buildings or improvements on it.

xx. “Residential Services Counselor (RSC)” means a designated DOH staff member who educates, advocates and/or counsels for the interests of a DOH Applicant or homeowner.

yy. “Restricted Indian Land” means lands, title to which is held by the United States of America in Trust for an Indian or a federally recognized tribe, or lands, title to which is held by Indians or a federally recognized tribe, subject to a restriction by the United States against alienation.

zz. “Right to Cure” means the legal provisions in a repayment plan of an individual in default.

aaa. “Sanitary Systems” mean pertaining to water, septic or sewer systems.

bbb. “Shelter Agreement” means a written document that creates a lien upon real estate.

ccc. “Site Development” means to prepare the property for the construction of the house including final grade.

ddd. “Spec Home” means a type of new home already constructed by a contractor with the intent to sell. It includes the lot on which the home is built.

eee. “Stick Built” means a home entirely built on site.

fff. “Succession” means the conveyance of property to the heirs of a deceased person.

ggg. “Term” means the period of time between the commencement date and termination date of a note, mortgage, legal document, or other contract.

hhh. “Tribal Fee Land” means any land owned by a Federally Recognized Native American tribe subject to property taxes.

iii. “Trust Land” means land held in trust by the United State of America for the benefit of a federally recognized Native American tribe or a member of a federally recognized tribe.

jjj. “Utility Connections” mean the electrical, gas, and telephone service line connections.

kkk. “Veteran” means a Ho-Chunk Nation enrolled member who has/is actively serving in the United States Armed Forces.

lll. “Will” means a legal declaration of how a person wishes his/her possessions to be disposed of after his/her death.

## **8. Application and Eligibility.**

a. Program Application. Enrolled Ho-Chunk Nation members shall submit an application for consideration for this one time homeownership assistance.

1. The application shall designate the primary and co-applicant.

2. No assistance shall be provided for the construction, purchase, refinancing or improvement of a home located on the trust lands of another Tribe/Nation.

b. Eligibility. The DOH staff shall review applications for eligibility prior to final approval. Eligibility may include, but is not limited to the following criteria:

1. Be an enrolled member of the Ho-Chunk Nation as defined by the Constitution of the Ho-Chunk Nation.



2. To qualify as a veteran, the applicant must provide a copy of their DD Form 214, be honorably discharged and not be declared legally incompetent. Combat Veterans will receive their HOP home as a grant instead of a loan.

3. To qualify as an Elder, the applicant must be at least fifty-five (55) years of age, and not be declared legally incompetent.

4. To qualify as a Non-Elder, the applicant must be between the ages of eighteen (18) and fifty four (54), and not be declared legally incompetent.

5. Must not have any outstanding liens or judgments.

6. Must not have any debt that is delinquent or in default, which may include, but not be limited to any Department or program of the Ho-Chunk Nation.

7. Must prove financial ability to maintain the payment of a mortgage, taxes, and insurance during the term of the mortgage.

8. The applicant must not have already utilized their Once in a Lifetime Housing Benefit.

9.

i. If the applicant has inherited a Windfall Home, a HHCDA Home, or an HOP Home through DOH and the mortgage was paid off, then the heir shall be eligible.

ii. If the applicant has inherited a Windfall Home, a HHCDA Home, or an HOP Home through DOH and there is a remaining balance owed on the mortgage, then the following applies:

a. Scenario: Non-Elder Home – Mortgage Remaining

1. Beneficiary will have the following options:

i. Assume the DOH mortgage, utilizing their Once in a Lifetime Benefit as defined in this Act.

ii. Sell the home and pay the Nation the balance of the mortgage and receive the proceeds from the sale after the pay-off, retaining their eligibility.

iii. Quit-Claim Deed their interest to another heir or the Nation and retain their eligibility.

b. Scenario: Elder Home

1. Beneficiary will have the following options:

i. Quit-Claim Deed their interest to another heir or the Nation and retain their eligibility.

ii. Sell the home and pay the Nation the balance of the mortgage and receive the proceeds from the sale after the pay-off, retaining their eligibility.

c. Cohabitation. In accordance with the Ho-Chunk Marriage Act 4 HCC § 10.10, if a man and woman have been residing together for seven (7) years, they shall be treated as if they are married and only the application with the more favorable submission date will be considered valid. If a man and woman have been residing together for less than seven (7) years and separate, both existing applications shall be valid.

d. Severing of Relationships. When the relationship of two (2) enrolled Ho-Chunk Co-Applicants, as recognized by state or Tribal jurisdictions, is terminated, the application shall be severed into two (2) new applications. Each application shall have the same submittal date of the initial application. Each new application must conform to the requirements of this Act and include updated documentation as required to establish the priority selection ranking criteria.

e. In cases of marital or cohabitant relationship of two (2) enrolled Ho-Chunk Nation members, when the primary Applicant previously received a home or primary mortgage through DOH through the marital or cohabitant relationship, and the Co-Applicant did not receive the home or proceeds from the sale of the home with the termination of the marital or cohabitant relationship; then the Co-Applicant must submit a new application. For purposes of the cohabitant relationship, proof that the cohabitant relationship ended must be provided by submitting a sworn affidavit signed by the applicant and a witness attesting to the date of the termination of the relationship.

f. Restriction on Sex Offender.

1. Have never been required to register as a sex offender, pursuant to the requirements of 42 U.S.C. §16913 or any subsequent amendment to the federal legislation commonly known as the Adam Walsh Act.

2. If after the date of the enactment (10-02-07) of paragraph 8.f.1. an individual commits an offense that requires registration as indicated in paragraph 8.f.1. , the individual shall not be eligible.

g. Confidentiality.

1. The information stated therein shall be maintained in a confidential manner and not disclosed without the Applicant's written consent. The exception is that the information may be disclosed to the Department of Justice

to the extent that such action is necessary or appropriate to carry out official business.

**h. Accuracy and Fraud.**

1. The DOH is authorized to refer to the Department of Justice to carry out an investigation of any matter relevant to the truth and accuracy of any application.

2. If an Applicant(s) is found to have knowingly submitted a false or fraudulent Application per subparagraph (1) above, the Application file shall be denied for a period of ten (10) years. The Applicant(s) may be subject to a fine not to exceed ten thousand dollars (\$10,000) to be deducted from the Applicant's Per Capita Distribution as a debt to the Nation.

3. If any fines are received, they shall be placed in the Elder Housing restricted account.

**9. Ranking.**

a. Ranking of Applications. Completed applications will be ranked according to the order in which they are received. It is the responsibility of the applicant to keep his/her current contact information updated with DOH.

**10. Selection Process.**

a. Project Selection. As project funding allows, DOH shall review and notify the next eligible applicants by the following process and means:

1. Deferred files that were previously approved and are ready to proceed shall take priority. If the deferred applicant is not ready to proceed, the file will not be prioritized.

2. The DOH shall notify via mail the Applicant that their application is up for consideration.

3. If the Applicant does not respond within 30 days of the date of the DOH letter, the DOH shall place a notice of the consideration of the Applicant in one edition of the Nation's Newspaper (currently the Hocak Worak).

4. If thirty (30) days after posting the Notice in the Nation's Newspaper as outlined in Section 10.a.3, the Considered Applicant fails to respond, the DOH shall continue with the next eligible applicant. The previously considered applicant will not be considered until the next fiscal year's funding.

b. Land Information. The selected Applicant must provide to DOH information regarding the proposed home site, including deed or lease (or be in the process of obtaining a lease) from the Bureau of Indian Affairs or the Nation

### **11. Approval Process.**

a. Approval. Considered applications will be forwarded to the Executive Director of Housing, who shall approve the project of the Applicant. Subsequent to approval, DOH shall reserve and commit funds necessary to complete the project up to the maximum project amount.

b. Deferred Files. If the project or the Applicant is not ready to proceed within three (3) months of approval, the file may be deferred until the next Consideration Period.

### **12. Financing Terms and Conditions.**

a. DOH Approved Mortgage Loan. From HCN Net Revenue: The mortgage loan for New Home Construction, Existing Home Purchase, and Mortgage Refinancing projects for non-Elders shall be made on the following terms and conditions, as more completely described in the DOH Mortgage:

1. The maximum principal amount of the mortgage shall be \$125,000 on homes closed after July 1, 1999.

2. For Non-Elders Interest shall accrue on the outstanding balance at the rate of three percent (3.0%) per annum for new DOH Applicants closed after August 5, 2008.

3. For Non-Elders the term of the mortgage shall be thirty (30) years, unless the Homeowner elects a shorter term.

4. For Non-Elders Payments on the mortgage shall be made monthly to amortize principal and interest over the term of the loan as computed by DOH, and described in the mortgage, mortgage note, and mortgage term summary of which copies shall be delivered to the Homeowner at closing.

5. In addition to payments on the mortgage, the Homeowner shall make monthly payments to an Escrow Account maintained by the Department of Treasury in an amount of one-twelfth (1/12th) of the Department of Treasury estimated annual aggregate of real estate tax, if any, homeowner's casualty and liability insurance premium. The escrow payment shall be re-calculated by the Department of Treasury at least annually, but not more frequently than semi-annually. Real estate tax and casualty and liability insurance premiums shall be paid by the Nation even if there are insufficient funds in the escrow account and any such payment by the Nation on behalf of the Homeowner shall be considered a debt to the Nation.

6. At closing, an initial contribution to the Escrow Account shall be funded from mortgage down payment assistance out of financing proceeds, or by a Homeowner cash payment.

7. Each Homeowner shall be responsible for mailing or delivering to the Department of Treasury any insurance premium payment notices and real estate tax bills to facilitate payment of Escrow Account obligations when due.

8. The Homeowner's obligations under the terms of the mortgage loan shall be secured by an irrevocable collateral pledge of Per Capita Distributions during the term of the mortgage loan pursuant to the Nation's *Per Capita Distribution Ordinance* (2 HCC § 12), as more fully described in the DOH Collateral Pledge of Per Capita.

9. The restrictions on transfer and acceleration options shall be incorporated in the mortgage terms.

10. The Ho-Chunk Nation shall be the first and only lien holder on the property. If DOH verifies that a homeowner has a second mortgage on a subject property, the homeowner shall be subject to being sued by the Department of Justice and subject to the penalties outlined in Section 14, subparagraph e.

11. Repayment of all or a portion of the principal on the mortgage shall be permitted at any time without penalty, and shall be applied to the debt in inverse order of maturity.

12. The DOH shall permit the Homeowner to refinance certain portions of their property after the Nation releases the lien on the property in excess of \$125,000.

13. All HOP mortgage payment records shall be reported to national credit bureaus in its role as Lender to assist the Homeowner in maintaining his/her credit rating. Reporting to the credit bureaus also will ensure that the Nation's status as priority lienholder is protected.

b. Divorce.

1. Upon a divorce between a non-Ho-Chunk Nation member and a Ho-Chunk Nation member and the home on fee simple land is not provided as part of the divorce decree to an enrolled Ho-Chunk Nation member, the non Ho-Chunk Nation member shall have ninety (90) calendar days to pay the full balance of the DOH mortgage otherwise the home shall revert back to the Nation.

c. Wills and Succession.

1. Prior to closing, each Approved Applicant shall be required to deliver a copy of his/her current Will to the Ho-Chunk Nation Register of Deeds and to HOP. Upon the passing of any HOP homeowner, his/her Will can be probated in accordance with the Ho-Chunk Nation Probate Code, upon enactment of the Code. If it is not convenient for the administrator to file the probate in the Ho-Chunk Nation Trial Court due to distance or another reason, the Will must be probated in the state court having jurisdiction over the property.

2. If a Will is not prepared prior to closing, the Approved Applicant must at a minimum designate a beneficiary on a form entitled “Transfer on Death for Real Estate” or, if applicable within the jurisdiction where the property is located, a “Beneficiary Designation Addendum to a Deed.” This form must be signed prior to closing and delivered to HOP.

3. If the Approved Applicant has a Ho-Chunk Nation Residential Land Lease on land held in trust by United States for the Nation, the designated beneficiary on the Residential Land Lease and on the Transfer on Death for Real Estate or Beneficiary Designation Addendum to a Deed must be the same.

i. If the beneficiary is a Non-Ho-Chunk Nation member, he/she must seek outside financing and pay the remaining balance owed within one-hundred eighty (180) calendar days. If the mortgage debt is not paid within this time period, the Nation will seek a resolution through the Ho-Chunk Nation Trial Court.

ii. All Wills, beneficiary designation forms and life estate deeds shall be filed with the HCN Register of Deeds and a certified copy shall be kept in secure files within the Department of Housing.

iii. Any Approved Applicant electing to complete a Life Estate Deed Without Regard to Waste must choose an individual that will use the housing as his/her primary residence. If the holder of the life estate fails to use the property as his/her primary residence, the Ho-Chunk Nation will seek to terminate the Life Estate Deed Without Regard to Waste.

d. Sale or Transfer.

1. The Ho-Chunk Nation member’s interest in the DOH financed home may not be sold or otherwise conveyed during the term of the mortgage, except with the Executive Director of Housing’s prior written consent. After the sale has been approved by the Executive Director of Housing, the Ho-Chunk Nation shall have the first right of refusal on said property.

i. In the event a DOH recipient elects to sell the recipient’s existing home, the proceeds from the sale less the outstanding mortgage balance

shall be paid and the remaining funds in the Escrow Account shall be released to the Ho-Chunk Nation member directly or his/her heirs identified by a certified court order.

ii. A home built on Ho-Chunk Land, Trust Land or Heirship Land shall only be sold or transferred to an enrolled Ho-Chunk Nation Member.

2. The DOH shall consent to a transfer made to another Ho-Chunk enrolled member if the transferee refinances on terms satisfactory to DOH. All arrearages incurred to the date of transfer shall be the liability of the Homeowner prior to transfer. In the event of any conveyance of the Ho-Chunk Nation member's mortgagor interest in violation of this restriction, the entire mortgage debt shall, at DOH's election, accelerate and become immediately due.

3. The Homeowner shall be responsible to notify the Ho-Chunk Nation Department of Justice or its agents of any bankruptcies filed by the Homeowners:

i. Casualty and Liability Insurance Premium shall be the responsibility of the Homeowner.

ii. Real estate taxes shall be responsibility of Homeowner.

iii. The lease/rent payment of the BIA shall be responsibility of Homeowner.

e. Lien.

1. The DOH shall not incur any project expenditures on any property until it confirms that there are no liens or encumbrances of record or known to be asserted against title to the property that would impair DOH's first priority mortgage lien on the property.

2. Second mortgages, home equity loans, and similar mortgage liens shall not be permitted unless the similar mortgage lien was placed on the property by operation of law at the discretion of the Executive Director of Housing.

3. When violation occurs to the terms of the mortgage, the original first Mortgage debt may be accelerated and become immediately due.

f. Down Payment/Closing Cost. The closing costs may be paid out of the Nation's mortgage down payment assistance program, or financed out of project mortgage proceeds subject to the Maximum Project Mortgage Amount. Any costs not eligible for down payment assistance or which would exceed the Maximum Project Mortgage

Amount, when added to other project costs, shall be paid by the Approved Applicant prior to closing.

**13. Home Ownership.** Housing for The General Welfare of Veterans, Elders, and Non-Elders consists of three (3) types: New Home Construction, Existing Home Purchase, and Mortgage Refinance.

a. New Home Construction Plan.

1. The types of homes approved for New Home Construction are:

- i. Spec Home;
- ii. Modular;
- iii. Panelized; and
- iv. Stick Built.

2. The types of homes not approved for New Home Construction or Existing Home Purchase are:

i. Manufactured. Mobile homes built under the federal Uniform Commercial Code (UCC), having metal framework and tongue (for transport). There is a title versus a deed on each section. It is available as single, double or triple wide.

ii. Other. Any home that does not meet DOH criteria or standards specified in the DOH Construction Contract. This includes any house framed with metal studs.

3. This Plan shall assist the approved applicant to construct a new home on any of the following lands:

i. Fee land owned by the approved applicant or which may be acquired with DOH financing subject to the Maximum Financing Amount as determined by the Legislature.

ii. Fee land owned by the Ho-Chunk Nation for which the member holds a lease approved by the Legislature.

iii. Trust land for which the Ho-Chunk Nation member holds an approved Bureau of Indian Affairs or a Nation lease for a term or a deed to Restricted Indian Land, including renewals.



4. A Home Warranty Inspection shall be completed prior to the one (1) year expiration from the date of closing.

5. Site Development: All costs exceeding site development limits shall be the financial responsibility of the approved applicant. Approved applicants shall be informed prior to the contract signing if site development costs exceed the established limits. The approved applicant shall make arrangements to deduct the excess from the total project costs at the time of closing escrow.

6. Suitability of Site. Prior to proceeding with a New Home Construction Project, a Site Evaluation Team shall determine the suitability of the approved applicant's property. The DOH shall require tests or evaluations of soil conditions, water table, zoning, critical slopes, use of adjacent properties including floodplain, environmental conditions and any other factors which shall effect residential construction, utility connection, well installation, basements or crawlspaces, conventional or legal alternative septic system installation, accessibility of the site from nearest road, and other matters, as required by the property's circumstances.

7. The DOH shall be responsible for the costs of utility connections and site development in accordance with the DOH classification of the DOH construction procedures.

8. The United States Indian Health Services shall be responsible for sanitary systems within the service area as defined by the IHS.

9. The approved applicant shall be financially responsible for the following:

i. All landscaping materials and labor, including and not limited to planting of trees, flowers and shrubs.

ii. Any extra interior telephone, satellite or cable connections.

iii. Any cost for sidewalk construction beyond the requirement for front and back door access included with the New Home Construction Project.

iv. Site development costs exceeding the limits in paragraph (a), above.

10. An approved applicant shall be responsible to execute a Repayment Agreement or irrevocable Per Capita Payment, requiring the approved applicant to reimburse the Nation for site development undertaken by the Nation if the project is not completed as a result of any action or inaction on the part of the approved applicant.

11. Design/Construction Standards. The design of the home shall be determined by the approved applicant working in conjunction with DOH and within the Maximum Financing Amount and terms and conditions specified in the DOH Construction Contract. All construction shall comply with the Nation's Specifications for Residential Construction and all other applicable codes and laws of the Ho-Chunk Nation.

12. DOH Construction Contract. The Approved Applicant shall select a contractor from DOH's Approved Contractors List with priority given to Native American Contractors in accordance with the Tribal Employment Rights Ordinance (6 HCC § 3), Finance manual, and all applicable codes

b. Existing Home Purchase. In addition to the other terms stated in these guidelines generally applicable to DOH projects, the terms and conditions described in this section shall apply to Existing Home Purchase projects as follows:

1. The purchase of the home shall be subject to a satisfactory inspection by a Residential Construction Inspector or another DOH contracted state certified housing inspector. The approved inspection shall include but not be limited to structural integrity, major systems function, safety or health issues or other matters determined relevant by DOH. The approved applicant shall be notified if the home is in a flood plain, has environmental conditions, or any other factors which may adversely affect the home. It is recommended that the home be adaptable for disabled needs without the need for substantial redesign or reconstruction.

2. The purchase of the home shall be subject to a satisfactory appraisal by a state certified appraiser.

3. The purchase of the home shall be subject to a one (1) year home warranty maintenance policy.

4. The property acquired may not have substantial structural improvements separate from the home unless:

i. The Approved Applicant pays the difference between the value of the home and the acquisition price of the property exclusive of the home; and

ii. The home may be a condominium if the Nation obtains a first, enforceable lien, on the property.

c. DOH Existing Mortgage Refinance. The outstanding mortgage on an existing home of the approved applicant shall be paid by DOH, up to the Maximum Refinance Amount.

#### **14. Delinquency.**

a. Initial Notice. If the Homeowner's payments are delinquent more than thirty (30) days but less than sixty (60) days under the mortgage note, a written Notice shall be sent to the Homeowner.

b. Recovery from Per Capita Distribution. Any payment at least sixty (60) days delinquent shall be deducted from the Homeowner's next Per Capita Distribution payment. The deduction shall be applied to the delinquent obligation pursuant to the Mortgage Note and in inverse order of maturity.

c. Notice of Right to Cure Default. The Right to Cure pertains to all files that are at least ninety (90) days delinquent without a signed Per Capita Agreement.

1. Delinquency Resolution. The Department of Treasury shall contact the Homeowner and investigate the circumstances of the delinquency and seek to resolve the matter to bring the mortgage current through resolution. The Department of Treasury shall explain the consequences of failing to do so.

2. Hardship and Mortgage Modification. To modify a mortgage, the Homeowner must provide proof of personal hardship to the Department of Treasury. The RSC shall assist the homeowner with the formulation of a proposal to be considered by the Department of Treasury. Any agreement permitted under this section shall be stated in writing, considered by the HBOD, Department of Treasury, and signed by the Homeowner.

d. Final Notice. If any payment becomes at least one hundred twenty (120) days overdue and no payment arrangement has been made, a Final Notice of Intent to Foreclose shall be sent by certified mail return receipt requested to the Homeowner by the Department of Justice with a copy to the Department of Housing.

e. Foreclosure. If after thirty (30) days of the Department of Justice sending the Final Notice and the default has not been cured, the Department of Justice shall commence with foreclosure proceedings.

f. Reacquisition on Foreclosure. If deed or title to any home is acquired by DOH as a result of foreclosure proceedings, the home shall be sold according to the Nation's foreclosure policy.

g. Forced Place Insurance. The Department of Treasury shall place a Forced Place Insurance policy on the balance of the mortgage (to recover the outstanding mortgage balance) when notification is received by The Department of Treasury that the Homeowner's insurance policy is at risk of non-renewal by the Homeowner or insurance company. The cost of the insurance shall be included in the existing mortgage payment to be repaid over a one-year period. If the Homeowner obtains a homeowner's

insurance policy, a portion of the Forced Place Insurance premium shall be credited back to the Homeowner's Escrow Account. If the home is foreclosed, forced placed insurance costs and fees shall be added to the account subtotal.

**15. Recording of Official Documents.** The Department of Housing shall file and record all deeds, mortgages, and agreements prepared pursuant to this Act with the Ho-Chunk Nation Register of Deeds.

**16. Annual Review.** The Department of Housing shall conduct an annual review of the Housing for the General Welfare of Veterans, Elders, and Non-Elders Act. Required amendments to this Act shall be submitted to the Legislature for approval.

**17. Waivers or Modifications.** The Legislature agrees by adoption of this Act that it shall not grant individual waivers or modifications.

**18. Application of Act.** The DOH shall submit matters of application of this Act to the Department of Justice.

**19. Sovereign Immunity.** Nothing in this Act shall be deemed to waive the sovereign immunity of the Ho-Chunk Nation or any of its enterprises, officers, agents, or employees.

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**Legislative History:**

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| 11/24/94    | Homebuyer Program Manual published.  |
| 07/19/02    | Draft Home Ownership Program Authorization Act reviewed at Legislative Off-Site Meeting.   |
| 05/30/03    | Legislators meet with Department of Housing and Housing BOD to review draft Act.   |
| 10/30/03    | Department of Housing submits revised draft Act to the Legislature.  |
| 03/03/04    | Legislature places draft Home Ownership and Benefit Housing Program for the General Welfare of Non-Elders Act for 45-Day Public Review.            |
| 05/19/04    | Enacted by Legislative Resolution 05/19/04C as 8 HCC § 5.  |
| 09/21/07    | Special Administration Committee Meeting held to move forward with a proposed Amendment to prevent sexual offenders from living in HOP residences. |
| 10/02/07    | Amendment to Act adding paragraph 7. b. (8) (a) and (b) and amending paragraph 10. a. (2) enacted by Legislative Resolution 10/02/07 K.            |
| 10/29-30/07 | Legislature holds Off-Site to review Home Ownership and Benefit Housing Program for the General Welfare of Non-Elders Act and Elders Act.          |

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- 04/08/08 Legislature places draft Home Ownership and Benefit Housing Program for the General Welfare of Non-Elders Act and Elders Act for 45-Day Public Review.
- 05/21/08 Legislature passes motion to hold meeting with HOP Staff prior to passage of Amendments of the Home Ownership and Benefit Housing Program for the General Welfare of Non-Elders Act and Elders Act.
- 07/01/08 Legislature holds Off-Site to review Home Ownership and Benefit Housing Program for the General Welfare of Non-Elders Act and Elders Act.
- 07/22/08 During Legislative Session, Legislature discusses remaining outstanding issues on Amendments to the Home Ownership and Benefit Housing Program for the General Welfare of Non-Elders Act and Elders Act. Legislature determines to:
- (1) Keep amount of loan an HOP Applicant is eligible for at \$125,000 and request HOP to do a study on the economic impact of increasing the amount of the loan for an HOP Applicant to \$140,000 without extra costs such as Site Development;
  - (2) Make the effective date immediate of the interest rate increase from 1.5% to 3%.
  - (3) Allow a selected HOP Applicant to have fourteen days to respond as to whether or not he or she will participate in the HOP program and if he or she does not respond provide one notice in the Nation's newspaper of his or her selection.
- Legislature determines to go forward with passage of Amendments at next Legislative Session.
- 08/05/08 Legislature adopts Resolution to adopt Amendments to Home Ownership and Benefit Housing Program for the General Welfare of Elders Act.
- 06/03/14 Legislature adopts Resolution 06.03.14A putting the Housing for the General Welfare of Veterans, Elders and Non-Elders Act out for forty-five (45) day public comment.
- 11/04/14 Legislature adopts Resolution 11.04.14G amending and restating Housing for the General Welfare of Veterans, Elders, and Non-Elders Act (8 HCC § 5) and repeals the Home Ownership and Benefit Housing Program for the General Welfare of Elders Act (8 HCC § 7) as it is incorporated within the amendments to the Housing for the General Welfare of Veterans, Elders and Non-Elders Act (8 HCC § 5).
- 04/07/15 Legislature adopts Resolution 04.07.15A Quick Passage Amendment to Housing for the General Welfare of Veterans, Elders and Non-Elders Act (8 HCC § 5).
- 06/23/15 Legislature places the Housing for the General Welfare of Veteran's, Elders and Non-Elders Act (8 HCC § 5) out for 45 Day Public Comment via Resolution 06.23.15JJ.
- 09/08/15 Legislature adopts Resolution 09.08.15L amending the General Welfare of Veteran's, Elders and Non-Elders Act (8 HCC § 5).

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- 12/08/15      The Legislature places the Housing for the General Welfare of Veterans, Elders and Non-Elders Act out for 45-Day Public Comment.
- 03/08/16      Legislature adopts resolution 03.08.16GG amending the Housing for the General Welfare of Veterans, Elders, and Non-Elders Act.