



Quinault Housing Authority

P.O. BOX 160 | Taholah, WA 98587
(360) 276-4320 | FAX (360) 276-4778 | 1-888-891-0017

ITEMS NEEDED TO LEASE LOT AT QUI-NAI-ELT VILLAGE

1. Verification of Quinault Tribal Enrollment
2. Release of Information signed by all members of the household 18 years and older
3. Letter addressed to the QHA Board requesting lease of lot
4. Household income verification
5. Pre-Approval letter from lending institution
6. Copy of Social Security Cards for all household members
7. Certificate of completion Pathway's Homebuyers Education Class



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PERSONAL DECLARATION FORM

This form must be completed in your own handwriting. You must use the correct legal name for each member of your household as it appears on their Social Security card(s). All adult members of the household must sign below certifying the information pertaining to him or her.

HOUSEHOLD COMPOSITION: *List all of the people who will be living in your home.*

Adults (legal Name)	Date of Birth	Relationship to Head of Household	Social Security Number	Single, Married, Widowed, Divorced, Separated
1.Head of Household				
2.				
3.				
4.				

Children (Legal Name)	Date of Birth	Relationship to Head of Household	Social Security Number	Absent Parent's Name	Absent Parent's Address
1.					
2.					
3.					
4.					
5.					

If separated or divorced, list the name of ex-spouse:

Name: _____

Address: _____

City, State, Zip: _____



Total Household Income. List all money earned or received by everyone living in your household. This includes money from wages, self-employment, child support, contributions, Social Security, Disability Payments (SSI), Workman's Compensation, retirement benefits, AFDC, Veteran's benefits, rental property income, stock dividends.

Household Members	Employer	Total Weekly Wages	AFDC	Child Support Monthly	Social Security Monthly	Unemployment Benefits	All Other Income
1. Head of Household							
2.							
3.							
4.							

Assets: **1)** Do you or any household members have any interest in any real estate, boat, and or mobile home? __Yes __No **2)** Have you sold any real estate in the last two years? __Yes __No **3)** Do you own any stock or bonds? __Yes __No **4)** Do you own a car? __Yes __No
 Year, Make and model _____ License Plate # _____
5) Do you have a savings account? __Yes __No, if yes provide number and amount below.
 Savings Acct: _____ Amount: _____

- A.** Does anyone outside of your household pay any of your bills or give you money? __Yes __No, if yes please explain: _____
- B.** Have you or any other adult members ever used any name(s), Social Security number(s) other than the current one you are using? __Yes __No, if yes please explain: _____
- C.** Have you or any member lived in any assisted housing? __Yes __No, if yes please list where and when _____
- D.** Have you or anyone in your household ever been convicted of any crime other than traffic violations? __Yes __No, if yes please explain: _____
- E.** Have you ever committed any fraud in a federally assisted housing program for knowingly misrepresenting information? __Yes __No, if yes please explain: _____

I do hereby swear and attest that all of the information above is true and correct. I also understand that all changes in the income of any members of the household, as well as any changes in the Household Composition must be reported to the Housing Authority in WRITING IMMEDIATELY.

 Signature of Head of Household Date Signature of Spouse Date

 Signature of other adult Date Signature of other adult Date



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AUTHORIZATION FOR RELEASE OF INFORMATION

CONSENT

I authorize and direct all Federal, State and local agency, organization, or individual, to release and verify information provided on my application for participation, and/or to maintain my continued assistance under Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing, and/or other housing assistance programs funded with Federal or state funds. I understand and agree that this authorization, or the information obtained with its use, be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies. I also consent to allow HUD or QHA to release information from my file about my rental history to HUD credit bureaus, collections agencies or future landlords. This includes records such as my payment history, and any violation of my lease or QHA policies. Such authorization does not include medical records obtained in the course of applying for, or being a part of, such programs without the appropriate due process required under law.

INFORMATION COVERED

I understand that, depending on program guidelines and requirements, previous or current information regarding my, or members of my household, may be needed. Verification and inquiries that may be requested include by are not limited to:

Identity and Marital Status
Medical or Child Care Allowances
Residences and Rental Activity

Employment, Income, and Assets
Credit
Criminal Activity

GROUP OF INDIVIDUAL THAT MAY BE ASKED

The group of individuals that may be asked to release the above information (depending on program requirements) include but are not limited to:

Previous Landlords
(Including Public Housing Agencies)
Courts
Post Offices
Schools and Colleges
Law Enforcement Agencies
Medical and Child Care Providers
Retirement Systems

Credit providers and Credit Bureaus
Past and Present Employers
Welfare Agencies
State Unemployment Agencies
Social Security Agencies
Support and Alimony Providers
Banks and other financial Institutions
Utility Companies

Continued on next page

COMPUTER MATCHING NOTICE AND CONSENT

I understand and agree that HUD or QHA may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, I understand that I have a right to notification of any adverse information found, and a chance to disprove incorrect information. HUD or the QHA may, in the course of its duties, exchange such automated information with other Federal, State, or local agencies including but not limited to State Employment Agencies, Department of Defense, Office of Personnel Management; the US Postal Service, the Social Security Agency, and State Welfare and food stamp agencies.

CONDITIONS

I agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file with the QHA and will stay in effect for a year and one month from the date signed. I understand I have a right to review my file and correct any information that I can prove is incorrect.

FISHERMAN'S INCOME

The QIN Business Committee has received copies of several memos relating to the release of income information to the Quinault Housing Authority by the Enterprise. No formal Business Committee policy presently exists on this subject. However, in order to protect both the Tribe and the privacy of individual fisherman, until such time as the Business Committee adopts a formal policy, income information should only be released to the fisherman whose income is sought.

By signing below I, Authorize the Quinault Land & Timber Enterprises to release to the Quinault Housing Authority any and all information, which is necessary to verify my income for the period of one (1) year or a three (3) year average.

_____ Head of Household Signature	_____ Printed Name	_____ Date
_____ Spouse Signature	_____ Printed Name	_____ Date
_____ Other Adult Signature	_____ Printed Name	_____ Date
_____ Other Adult Signature	_____ Printed Name	_____ Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506-T, *REQUEST OF TRANSCRIPT OF TAX RETURN* MUST BE PREPARED AND SIGNED SEPERATELY.



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FEDERAL PRIVACY ACT STATEMENT

AUTHORITY: The Department of Housing and Urban Development (HUD) is authorized to collect information by the U.S. Housing Act of 1937, as amended, 42 U.S.C., 1437 et. Seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 State, 348, 408. HUD is authorized to collect the SSN by Section 165(a) of the Housing and Community Development Act of 1987, P.L. 100-242, and by section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, P.L. 100-628.

PURPOSE: This is to advise you the Federal Government will be collecting information regarding your program eligibility. You will be made aware of how the information will be used, including the penalties and disclosure during the application process.

USE: HUD uses the information for budget development, program evaluation, and planning activities, and in reports to the President and Congress. HUD also uses the information to monitor compliance with Federal requirements on program eligibility and rent determination and to verify the accuracy and completeness of the income information. HUD AND THE PUBLIC HOUSING AUTHORITY OR INDJAN HOUSING AUTHORITY (OHA/IHA) MAY USE THE INFORMATION TO CONDUCT COMPUTER MATCHING PROGRAMS TO CHECK FOR UNDERREPORTED OR UNREPORTED INCOME. The SSN(s) is (are) used as a unique identifier in computer matching to check tenant eligibility and rent determination made by the PHA/IHA.

PENALTY: You must provide all of the information requested, including all SSN(s) for yourself, and all other household members age six years and older, which have been assigned. Failure to provide SSN(s) and required documentation or certification will affect your eligibility in the assistance program. Applicants will be denied assistance and participants will have assistance or tenancy terminated (or both) if they fail to comply. Failure to provide other requested information may also result in denial of eligibility, eviction or the withdrawal of housing assistance (depending on the housing program).

DISCLOSURE: Summaries of tenant information, without individual identifiers, may be made available to the public. The Privacy Act of 1974, as amended, restricts HUD's disclosure of information about individuals. Such information may be released without the individual's consent as permitted or required by law. This includes disclosure to appropriate Federal, State, or local agencies to verify information relevant to eligibility and rent determination, and when applicable, for other civil, criminal, or regulatory matters. HUD will not otherwise release or disclose the information without the individual's written consent. There may be additional State or Local laws or regulations which govern disclosure by the PHA/IHA.

SIGNATURE: I have read this Federal Privacy Act Statement on: ____ / ____ / ____

Head of Household

Spouse

Other Adult Member of Household

Other Adult Member of Household

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Hotline toll free at 1-800-424-8590 (Within Washington, D.C. metropolitan area, call 426-3500).

QUINULT HOUSING AUTHORITY
QUI-NAI-ELT VILLAGE HOMEBUYER AND LOT POLICY

1. Purpose

The purpose of Qui-Nai-Elt Village is to provide leasehold interests in (a) homes and (b) developed building sites (lots) for eligible applicants.

2. Leasehold Interests

The QHA holds a leasehold interest in the tribal trust land used for the development of Qui-Nai-Elt Village. All reference to purchase of a home or a lot under this policy is a reference to purchase of a leasehold interest in such home or lot in the form of a sublease from the QHA to the applicant.

3. Eligibility to Lease Tribally Owned Land

Only an individual who is eligible under the laws and customs of the Quinault Indian Nation to lease tribally owned land for residential purposes is eligible to purchase a home or lot in Qui-Nai-Elt Village or to acquire any interest in a home or lot in Qui-Nai-Elt Village.

4. Mortgage Pre-Approval

Each applicant must be pre-qualified for a section 184 or other approved mortgage.

5. Program Approval

Each applicant must also submit an application to participate in QHA homebuyer programs. The amount of family income will be determined in accordance with the Eligibility, Admissions and Occupancy policies of the QHA, except as specifically provided otherwise under this Quinault Village policy. Even though the income of one or more family members may not have been included in securing mortgage pre-approval, the income of all family members must be included in determining program eligibility.

6. Other QHA Requirements

Each applicant shall also be required to complete such classes as are offered for QHA homebuyer programs, including such classes as are offered for QHA homebuyer programs wherein the applicant is required to secure a mortgage.

7. Use, Occupancy and Refinance Agreement

If there are no pre-qualified families desiring to purchase available homes, or if there is no approved mortgage financing available, the QHA may enter into a Use, Occupancy and Refinance Agreement with approved applicants. The purpose of the Use, Occupancy and Refinance Agreement is to authorize use and occupancy of a home until, for example, (a) approved mortgage financing is available or (b) the applicant family has addressed credit problems which have been prohibiting pre-approval. A copy of the Use, Occupancy and Refinance Agreement approved by the Board of Commissioners is attached to this policy and incorporated by reference as if fully set forth herein.

8. Assignment of Homes

Only applicants whose median family income is 100% or less of the median income established by the QHA for NAHASDA programs are eligible to purchase homes which the QHA has constructed with NAHASDA funds or with program income. The number of families with income greater than 80% of the median income and 100% or less of the median income may be limited under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

9. Assignment of Lots

- a. Except as set forth in subparagraph b., only applicants whose median family income is 100% or less of the median income established by the QHA for NAHASDA programs are eligible to purchase lots developed by the QHA.
- b. A limited number of lots are available as non-program lots for applicants whose family income exceeds 100% of the median income. Because of funding restrictions, once these lots have been used either for the construction of homes from non-program income or for sublease for building their own homes to families whose income exceeds 100% of the median income, no further lots will be available to families whose income exceeds 100% of median income.

10. Home Price

a. Homes

The QHA has determined that the Dwelling, Construction and Equipment costs (DC &E), including all construction costs of an individual dwelling within five feet of the foundation, is the most accurate indicator of fair market value of the

homes constructed by the QHA, and the price of such homes shall be the DC & E costs as calculated by the QHA.

b. Lots

The amount to be paid for a developed lot for construction of a home by the applicant shall be \$2,500.00, which is the estimated value of the leasehold interest in the lot.

11. Minimum Down Payment

- a. Each applicant purchasing a home must have available a minimum down payment in the amount of three per cent (3%) of the purchase price of the home.
- b. Each applicant purchasing a home must also have available the full amount of the difference between the purchase price of the home less any down payment assistance less the amount of any NAHASDA subsidy, less the amount of any approved financing.
- c. Each applicant purchasing a lot must have the full purchase price of the lot available.

12. Down Payment Assistance

The Down Payment Assistance policy of the QHA shall apply to the purchase of homes under this policy, but not to the purchase of lots.

13. Minimum Income

In order to qualify for purchase of a home at Qui-Nai-Elt Village, the family income of the applicant must be equal to at least 50% of the median income as established by the QHA. Families not qualifying are urged to apply for rental programs of the QHA.

14. Year(s) for Determination of Income for NAHASDA Eligibility and NAHASDA Subsidy

For the purposes of NAHASDA eligibility and the NAHASDA Subsidy, income of the applicant will be based on the same year or years for which loan pre-approval has been secured, or if the applicant has not been able to secure loan pre-approval, then for the year or years on the basis of which loan pre-approval has been sought.

15. Eligibility for Homes/Lots Built/Developed with NAHASDA Funds

For purposes of establishing eligibility for homes/lots developed with NAHASDA funds, the QHA will use the definition of income that follows which is most advantageous to the family:

- a. Annual Income as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F.
- b. Annual income as reported under the Census long-form for the most recent available decennial Census.
- c. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes; provided, that in the case of either reported or unreported non-taxable treaty fishing income, this definition may NOT be used for the purposes of determining the NAHASDA eligibility.

16. NAHASDA Subsidy

a. Baseline Subsidy

The baseline NAHASDA subsidy for a family of four for median income at 80% of the median income as per NAHASDA Guidance 2004-03 (baseline income) shall be \$37,000.

The amount of the subsidy may be modified from time to time by resolution of the Board of Commissioners as circumstances warrant. In the case of publication of any subsequent NAHASDA Guidance revising median income figures, the baseline NAHASDA subsidy under this policy will NOT change automatically, but shall only be modified by resolution of the Board.

b. Subsidy for Other Family Sizes

The baseline NAHASDA subsidy for a family of other than four members shall be based on the baseline subsidy set forth above, adjusted by the following percentage:

Income of applicable family size at 80% median income
as per HUD ONAP notice for applicable income
year/income of family size of four at 80% median
income for applicable income year

Example No. 1. 80% of the median income for a family of four per NAHASDA Guidance 2004-03 was \$46,000, and 80% of the median income for a family of three under that guidance was \$41,400, and the following adjustment would accordingly be made to the baseline NAHASDA subsidy for a family of three:

$$\$41,400/\$46,000 = 90.00\% \times \$37,000 = \$33,300.00$$

Example No. 2. 80% of the median income for a family of five under NAHASDA Guidance 2004-03 was \$49,700, and the following adjustment would accordingly be made to the baseline NAHASDA subsidy for a family of five:

$$\$49,700/\$46,000 = 108.04\% \times \$37,000 = \$39,976.09$$

c. Subsidy for Other Levels of Income

The baseline NAHASDA subsidy for a family whose income is in the range of 50% to 100% shall be based on the NAHASDA baseline subsidy of \$37,000 (adjusted for family size if appropriate) adjusted by the following percentage:

Family Income at 80% of Median Income/Family Income of Comparably Sized Family

Example No. 1. For a family of four with income of \$57,500 (or 100% of the median income where 80% of the median income for a family of four is \$46,000), the following adjustment would be made to the baseline NAHASDA subsidy for a family of four with 100% of the median income:

$$\$46,000/\$57,500 = 80.00\% \times \$37,000 = \$29,600.00$$

Example No. 2. For a family of three with income of \$25,875 (or 50% of the median income where 80% of the median income for a family of three is \$41,400), the following adjustment would be made to the adjusted base NAHASDA subsidy for a family of three at 80% of the median; i.e., \$33,300¹ for a family of three with 50% of the median income:

$$\$41,400/\$25,875 = 160.00\% \times \$33,300 = \$53,280.00$$

17. Spreadsheet

A form of spreadsheet entitled "2004-03 Income Limits & Percentages for QHA NAHASDA Subsidies" and based on NAHASDA Guidance 2004-03 is attached to this policy showing various levels of income for various family sizes and various levels of NAHASDA subsidies under this policy. As revised median incomes levels are published by the HUD ONAP office, updated spreadsheets will be prepared by the QHA for use in conjunction with this policy.

¹ See, Example No. 1 under b. above.

18. Additional to Down Payment Assistance

The NAHASDA subsidy available under this policy shall be in addition to down payment assistance provided under the Down Payment Assistance policy of the QHA.

19. Recapture of Subsidy

Upon authorized sale or other conveyance of a home, a purchaser must repay the amount of any QHA down payment assistance and the amount of any NAHASDA subsidy in accordance with the following schedule:

Before or within one (1) year of bank financing	100%
Within two (2) years of bank financing	90%
Within three (3) years of bank financing	80%
Within four (4) years of bank financing	70%
Within five (5) years of bank financing	60%
Within six (6) years of bank financing	50%
Within seven (7) years of bank financing	40%
Within eight (8) years of bank financing	30%
Within nine (9) years of bank financing	20%
Within ten (10) years of bank financing	10%
After ten (10) years of bank financing	0%

20. Second Mortgage

Upon financing, the purchaser of a home must enter into a second mortgage to secure repayment of the subsidy amounts as set forth in the preceding paragraph. A sample form of second mortgage is included as Attachment C to the form of Use, Occupancy and Refinance Agreement attached to this policy.

21. NAHASDA Rider

Upon financing, the second mortgage of any purchaser who has received a NAHASDA subsidy and/or whose down payment assistance has been paid for in whole or in part from NAHASDA funding must include a NAHASDA rider in the form of NAHASDA rider attached to the form of Use, Occupancy and Refinance Agreement attached to this policy.

22. Codes, Covenants and Restrictions (CC&R's)

The Codes, Covenants and Restrictions (CC&R's) adopted by the Quinault Housing Authority on November 24, 2003, amended February 1, 2005, shall apply to Qui-Nai-Elt Village.

23. Applicability of Other QHA Policies

Except to the extent that the other policies of the QHA are in conflict with this Qui-Nai-Elt Village Homebuyer and Lot Policy, all eligibility, admissions and occupancy policies of the QHA shall apply to all applicants, homebuyers and other residents under this policy. Homebuyers and those living with homebuyers who have secured a mortgage on shall only be subject to the CC&R's.

24. Approved Sublease

All subleases for which a leasehold mortgage is to be given to secure financing of the purchase of a home or for the construction of a home shall include substantially similar language to the following:

- a. "The Lessee (Sublessee) agrees to comply with the Qui-Nai-Elt Codes, Covenants and Restrictions (CC&R's) adopted by the Quinault Housing Authority on November 24, 2003, amended February 1, 2005, and further agrees that a breach of such CC&R's shall be a breach of this Lease."
- b. "The form of any mortgage on the leasehold interest herein shall be subject to the written approval of the Lessor (Sublessor), and any mortgage entered into in violation of this provision shall be null and void."

[HISTORY: Policy agreed to at Board of Commissioner meetings on January 19, 2005, and February 1, 2005.]

QUI-NAI-ELT VILLAGE SUBDIVISION

CODES, COVENANTS & RESTRICTIONS (CC&Rs), RULES & REGULATIONS

Adopted November 24, 2003
Revised February 17, 2007

Revised 02-17-07 and 04-28-04
Adopted 04-28-07

QUI-NAI-ELT VILLAGE

CC&Rs, Rules and Regulations

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NOTE: These CC&Rs, Rules and Regulations are an integral part of your lease agreement. Violation of these CC&Rs, Rules and Regulations MAY result in the termination of your tenancy.

QUI-NAI-ELT Village CC&Rs
Revised 02.17.07 and 04/28-07
Adopted 04/28/07

PURPOSE

The Quinault Indian Nation identified the Qui-nai-elt Village for the purpose of providing a residential community for Tribal Members. In keeping with this purpose, and in order to insure the health and safety of its residents and maintain the overall quality of the community, QHA hereby enacts these CC&Rs, Rules and Regulations and declares that each HOMESITE in the COMMUNITY shall be held, transferred, sold and conveyed subject to the rules, conditions and restrictions set forth herein.

SECTION 1

GENERAL

- 1.1 These Codes, Covenants and Restrictions (CC&Rs), Rules and Regulations, are referred to as RULES.
- 1.2 These RULES apply to Qui-nai-elt Village. The administrator for the Village is the QUINAULT HOUSING AUTHORITY and will be referred to in these RULES as QHA
- 1.3 The individuals who lease a home site in the Village from QHA will be referred to in these RULES as HOMEOWNER(S)/ RENTOR(S).
- 1.4 The homes which HOMEOWNERS place on home sites leased from QHA will be referred to in these RULES as HOME(S).
- 1.5 The homes which QHA places on its lots to rent shall be known as Rentals.
- 1.6 The individual lots in the Village leased to HOMEOWNERS by QHA will be referred to in these RULES as HOME SITE(S).
- 1.7 The home site lease agreement entered into between QHA and HOMEOWNER of which these RULES form an integral part, is referred to in these RULES as "land lease agreement" or "agreement."
- 1.8 Any approval, consent, or waiver required by these RULES must be obtained from QHA in writing and signed by an authorized representative prior to doing the act.
- 1.9 Any alterations to the exterior of the HOMEOWNER'S HOME or improvements (including fencing, garages, awnings, color scheme changes, and the like) constructed on HOMEOWNER'S HOME SITE must have the prior written approval of QHA, whether those alterations or improvements are required by the lease agreement or these RULES or whether they are voluntarily proposed by the HOMEOWNER. Improvements or alterations to the HOME or any storage building shall be required to be made with compatible material and color to match the home.

- 1.10 QHA does not provide a security patrol or security systems. HOMEOWNERS are encouraged to exercise reasonable diligence and caution in securing their HOMES and personal property at all times. HOMEOWNERS observing any suspicious or illegal acts are requested to notify the local law enforcement officials.
- 1.11. QHA may waive one or more requirements if special circumstances exist. Special circumstances include: (1) need to move and cannot sell home; (2) handicapped accessibility considerations; (3) unforeseen circumstances of additional children in the home; (4) differences in size of HOMESITE or terrain which make compliance with one or more of these RULES impossible or extremely difficult. Any HOMEOWNER'S request for a waiver must be in writing and addressed to QHA.
- 1.12 If HOMEOWNER fails to complete improvements, conduct maintenance, or otherwise take action required by these RULES, QHA has the option of taking that action for the HOMEOWNER at the HOMEOWNER'S expense, plus an administrative cost of twenty (20) percent.
- 1.13 Garage sales or the like are permitted in the Village, and removal of items is required to be removed by 9:00 P.M. daily.
- 1.14 Failure of QHA at any time to require performance of any RULE contained herein shall not limit the right of QHA to enforce the RULE.

SECTION 2

HOME SET - UP

- 2.1 Prior to placing or constructing any HOME in the Village, the HOMEOWNER shall be responsible for coordinating with QIN Office of Land Use Planning and QHA to specifically locate the position of the HOME relative to the street and HOMESITE corners. The HOMEOWNER shall be responsible for coordination with the manufactured home dealer and/or transportation company or developer that delivers or builds the HOME, to ensure that the HOME is properly positioned on the HOME SITE. All towing hitches must be removed immediately after the HOME is placed on the HOME SITE and all Construction debris removed. Carport, garage, and any accessory improvements must be in compliance with QIN Zoning Ordinance, Title 48 or applicable Tribal laws.
- 2.2 The move in, assembly and blocking of the HOME as well as electrical, telephone, sewer, propane gas, cable television hook ups, as well as provision of required foundation and footings are the responsibility of the HOMEOWNER according to specifications of the QHA for drainage. Utility services are provided to each HOMESITE lot line. HOMEOWNER is responsible for obtaining all required permits and installing underground connections to the HOME (See QIN Land Use Planning Office). Connections must be approved by QIN Department of Utilities. Any damages to streets,

water/sewer mains shall be repaired by homeowner. Storm water drainage shall be graded and sloped away from the neighboring lots.

- 2.3 The electrical meter must be approved by the Department of Labor and Industry.
- 2.4 HOMEOWNER is responsible for topsoil, final grading, gravel, or relocation of any utilities.
- 2.5 All HOMES must be connected to the sewer lines with rigid pipe. The HOME must be placed on the HOMESITE so as to cover the sewer and water connections.
- 2.6 HOMEOWNER is responsible for any damage caused during the placing of his or her HOME and shall reimburse QHA, or other HOMEOWNERS for any expense incurred by the said result of damage caused to the HOMESITE, curb, driveway, other HOME SITES, utility services or any portion of the VILLAGE by the HOMEOWNER moving in or out of the VILLAGE or by doing other alterations.
- 2.7 All items referenced in sections 2.2, 2.3, 2.4 and 2.5 are highly recommended to be installed by a licensed, bonded contractor and shall comply with tribal building codes.

SECTION 3

MANUFACTURED / MODULAR HOME STANDARDS

- 3.1 Prior to placing or developing any HOME in the VILLAGE, the HOMEOWNER shall be responsible for providing QHA with a copy of the HOME purchase agreement or an accurate description of the manufactured / modular HOME including size, specifications and all apparent structures. Homeowners shall also provide to QHA a copy of environmental review (for purpose of impact of improvement to surrounding homes and lots).
- 3.2 HOMES moving into the VILLAGE must be built to meet or exceed the current building codes of the QIN.
- 3.3 All HOMES, accessories, and/or alterations shall comply with applicable QIN statutes and ordinances. In no event shall a HOMEOWNER occupy a HOME prior to the final inspection and approval by QIN Building Codes Inspector and/or QHA.
- 3.4 All HOMEOWNERS shall install (a) a concrete or asphalt driveway 12 feet wide, approximately 50 feet in length, that extends from the street to the end of the carport to allow off-street parking for 2 vehicles at each HOME SITE, and (b) a 3-foot wide concrete walkway to the front entry of the HOME. Placement and construction of all structures, driveways, and walkways preferably will be completed prior to occupancy of the HOME, but in all cases no longer than 90 days after occupancy.

- 3.5 All HOMES shall have a moisture barrier and shall be placed on a concrete perimeter foundation, consisting of reinforced footings along the perimeter and center length of the HOME. All HOMES shall include a continuous 6-inch split-face concrete block foundation wall. No more than 24" of exposed foundation wall shall be visible from the street.
- 3.6 HOMEOWNER is responsible for installing or constructing the following within sixty (60) days of move-in of the HOME, weather conditions permitting.
- a) Pre-painted continuous aluminum or galvanized metal gutters and down spouts connected by underground 3" rigid pipe to a bubbler. Gutters and down spouts must be installed on all drip edges of the HOME and carport or garage.
- 3.7 HOMEOWNER shall also install one (or more) of the following:
- a) An 8'x10' wood frame, pitched roof storage shed, sided and painted to match the HOME, with composition roofing. The storage shed shall be anchored to the ground to resist wind and comply with QIN tribal laws.
 - b) A carport or garage shall be attached to the side or end of the HOME, the Garage will require doors, unless lot configuration requires a detached garage. QHA will review materials list and drawings submitted by the HOMEOWNER of proposed carports and garages to ensure they meet the Village requirements.
- 3.8 All items referenced in sections 3.4, 3.5, 3.6, and 3.7 are highly recommended to be installed by a licensed, bonded contractor and shall meet the laws of the QIN.

SECTION 4

MANUFACTURED HOME OR SITE BUILT AND HOMESITE MAINTENANCE

- 4.1 Each resident will be responsible to maintain and keep clean and in good repair the exterior of their HOME as well as all appurtenant resident structures such as decks, steps, carports, storage buildings and fences at all times. All wooden structures such as decks, handrails, etc. shall be painted or stained as necessary to prevent their visual and/or physical deterioration
- 4.2 Driveways, streets, and HOMEOWNER'S HOME SITE, including porches and decks, are to be kept clean and free from trash and litter at all times. Garbage cans, gardening tools, equipment, bicycles and other personal belongings must be stored in the HOMEOWNER'S carport, garage, storage shed, or out of sight from the street.
- 4.3 Furniture left outside a HOME shall be limited to items commonly accepted as outdoor or patio furniture. No household appliances or upholstered furniture can be placed outside of the HOME. Exceptions are on Tribal Clean-up days. No storage of any type beneath

the HOME including any material of an explosive nature is prohibited. No Fireworks or Firework stand, mobile or immobile are to be stored on site.

- 4.4 All play equipment must be located within the designated boundaries of the HOMEOWNER'S yard. HOMEOWNER assumes responsibility for maintaining playground equipment in serviceable condition and agrees to remove the equipment when the tenancy is terminated. HOMEOWNER agrees to defend and hold Q.H.A, harmless from any and all claims, suits, damages and actions resulting from HOMEOWNER'S play equipment and/or above ground pools (wading ponds, hot tubs, spas etc.). Where HOMEOWNER has pools or other items that could be considered an attractive nuisance, HOMEOWNER shall provide a fence with a self-latching gate. Trampolines are prohibited from the Village

SECTION 5

HOMEOWNERS AND GUEST

- 5.1 HOMEOWNER shall respect the peace of the COMMUNITY and see that their guests do the same. It is the responsibility of the HOMEOWNER to keep their children under control at all times. Neither the HOMEOWNER, their children, guests nor any other person staying with or visiting the HOMEOWNER shall cause unreasonably loud or disturbing noises during reasonable hours.
- 5.2 HOMEOWNER is responsible for the actions of occupants and guests of their HOME.
- 5.3 Home occupations which provide for services or the limited sale of products are permitted, provided that they are not inconsistent with the residential purpose of the COMMUNITY. Any Home occupations which result in a violation of these RULES (parking, excessive noise, nuisance, congestion, etc.), the HOMEOWNERS lease agreement, or applicable laws will be deemed inappropriate.
- 5.4 The residents of Qui-nai-elt Village shall at all times respect their neighbors' peaceful enjoyment of the Village and recognize different work hours.
- 5.5 Consumption of alcoholic beverages is not permitted in public or common areas of the VILLAGE. HOMEOWNERS are to call the local law enforcement officials if they witness or suspect any illegal activities. QHA supports and encourages a neighborhood watch program.

SECTION 6

PARKING / VEHICLES

- 6.1 No vehicle or equipment over 10,000 pounds gross vehicle weight is allowed to be parked on a HOMEOWNER'S HOMESITE (other than for service to the HOMEOWNER).
- 6.2 Inoperable vehicles may not be stored or left in HOMEOWNER'S driveway, HOMESITE or anywhere in the COMMUNITY. HOMEOWNER parking is restricted to the HOMEOWNER'S driveway, carport, or garage. Vehicles shall not be parked in yards.
- 6.3 HOMEOWNER may park any number of passenger vehicles in their driveway as long as no vehicle extends into the street. Guests may park their vehicles in a HOMEOWNERS driveway, carport, or garage or other designated off street parking areas when visiting a HOMEOWNER but must ensure that they are parked in a location so as not to block any neighbor's access, or restrict traffic flow within the COMMUNITY. NO ON-STREET PARKING IS ALLOWED, EXCEPT IN DESIGNATED AREAS. This is critical to provide circulation of emergency vehicles.
- 6.4 Off Road Vehicles, or all terrain vehicles, including Quads or the like, are not allowed to operate in the Village. However, the operator is allowed to operate the vehicles in an effort to leave and return the Village, or to access outside allowable areas.
- 6.5 The maximum speed permitted in the VILLAGE is ten miles (10) per hour.
- 6.6 Excessively noisy vehicles are not permitted in the VILLAGE. Vehicles must be adequately muffled.
- 6.7 QHA reserves the right to require that any vehicle, including vehicles owned by HOMEOWNER, not be allowed to enter the VILLAGE or to remain in the VILLAGE, if in QHA's determination a vehicle is not properly maintained and constitutes a hazard to the VILLAGE or HOMEOWNERS of the VILLAGE.
- 6.8 It is the responsibility of the HOMEOWNER to clean up any spills or stains caused by his or her vehicle or the vehicles of their guests.
- 6.9 No major vehicle repairs are to be made on the HOMEOWNERS HOME SITE. HOMEOWNERS may do minor repairs on their vehicles, this area is limited to the HOMEOWNER'S carport or garage. Major repairs include activities such as overhaul of engines, removal of engines, transmission repair, body repair etc. Minor repairs include activities such as oil change, tune up, filter replacement, etc. No repairs are to be made in or near the streets.

SECTION 7

PETS

- 7.1 Well mannered pets are allowed in the VILLAGE. Outside dog runs and doghouses are allowed. Dog feces shall be scooped into a receptacle and disposed of in a sanitary manner on a daily basis. Pets must be kept on the HOMEOWNERS HOMESITE and are not allowed to roam unattended on the streets, common areas, or other HOMEOWNER'S HOMESITES. All pets shall be maintained on a leash or on the dog run when not inside the HOMEOWNERS HOME.
- 7.2 Pet owners will be responsible for any damage to VILLAGE facilities, neighbors' property, or injuries to other persons, caused by their pet. Noisy, unmanageable or unruly pets that cause complaints will not be allowed to remain in the VILLAGE. No farm or exotic animals will be allowed. The total number of dogs and cats is limited to two (2) per HOME SITE. HOMEOWNERS SHALL COMPLY WITH QHA PET POLICY.
- 7.3 Guests of HOMEOWNERS must comply with all pet RULES of the VILLAGE.
- 7.4 HOMEOWNER is responsible for making arrangements for the care of their pets when expecting to be gone from their HOME SITE for an extended period of time.

SECTION 8

HAZARDOUS WASTE / SOIL CONTAMINATION/ EXPLOSIVES

- 8.1 No motor oil, or any caustic or non-biodegradable substance shall be deposited in any street drain, sewer system or on the grounds within the VILLAGE. HOMEOWNER shall be responsible for any and all fines for the cost of cleaning up any caustic or non-biodegradable substance deposited by HOMEOWNER in the VILLAGE or on his HOME SITE. PROPER DISPOSAL SHALL BE THE RESPONSIBILITY OF HOMEOWNER.
- 8.2 Fireworks or explosives are NOT allowed within the Village, or surrounding Forest areas due to fire danger HOMEOWNERS or TENANTS are required to follow QIN Fireworks ordinance and applicable tribal laws.

SECTION 9

LANDSCAPING

- 9.1 The HOMEOWNER is responsible for keeping all landscaping mowed, trimmed, watered, weeded and well maintained within their HOME SITE.

- 9.2 The type of fencing allowed in the VILLAGE is limited to chain link, wood, or "Durabord" (or comparable re-cycled plastic/lumber product), and cannot exceed a maximum of five (5) feet in height and with the proper set backs. Fencing is not permitted between the street and the front of the HOME if it blocks visibility for auto traffic.
- 9.3 Trees, including those located on the HOMEOWNER'S HOME SITE, shall not be removed without written approval from QHA
- 9.4 Installation of all landscaping is the responsibility of each HOMEOWNER
- 9.5 For your safety, each HOMEOWNER is encouraged to install a sufficient amount of landscaping to prevent erosion and run off onto neighboring HOMESITES, as well as to provide a pleasant environment. Sufficient landscaping may include a mix of shrubs, trees and ground covers. Acceptable ground covers include lawn, decorative rock, or bark mulch over weed fabric. Shrubs should include evergreens and flowering varieties. Planting beds with flowering plants are encouraged to improve the appearance and enjoyment of the community.

SECTION 10

UTILITIES

- 10.1 Payment for all utilities including, but not limited to electrical, garbage, water, and sewer, are the responsibilities of each HOMEOWNER. Failure to maintain services for non-payment shall construe a violation of these RULES.
- 10.2 Paper towels, sanitary napkins/tampons/wrappers, disposable diapers, and other large items should not be flushed down toilets. Grease should not be poured down sinks or toilets. Any expense incurred clearing a sewer line blockage caused by a HOMEOWNERS' negligence or misuse will be charged to the HOMEOWNER causing the blockage.
- 10.3 Each HOMEOWNER is required to use the garbage cans provided by QIN utility district. HOMEOWNERS are encouraged to recycle.
- 10.4 Each HOMEOWNER shall be responsible for ensuring that there be no obstructions to easy access of any water meter, water shut off valve, sewer clean out, electrical/telephone/cable TV pedestal which may be located on their HOMESITE.
- 10.5 All digging over 12" in depth must be approved in writing by QHA so that underground service lines will not be damaged. If damage does occur and QHA has not approved the digging, the HOMEOWNER will be responsible for any cost of repairs.

SECTION 11

HOMESITE IMPROVEMENTS

- 11.1 HOMEOWNERS shall be responsible for installing all improvements in accordance with Sections 11.1 through 11.5 of the QUI-NAI-ELT VILLAGE RULES. Any additional improvements which the HOMEOWNER wishes to construct on his or her HOMESITE must show the size, design, and materials to be used.
- 11.2 To provide for fire safety, appearance and reduced congestion, the number of storage sheds and other outbuildings is limited to two (2). QHA reserves the right to request that all permanent structures (excluding those required by QHA) erected by a HOMEOWNER on a HOME SITE be removed at the HOMEOWNERS' expense when the HOMEOWNER moves from the VILLAGE. All permanent structures required or permitted by QHA will become the property of the QHA, QIN or new HOMEOWNER when the HOMEOWNER moves from the VILLAGE.
- 11.3 If the HOME does not already come equipped, the HOMEOWNER will be required to install two above ground hose bibs (one on either side of their HOME). All above ground piping must be protected from freezing. All above ground plumbing must be connected to an underground shut off/gate valve which is accessible and maintained in good working order at all times.
- 11.4 Temporary steps must be removed no later than thirty (30) days after set-up.
- 11.5 Each HOMEOWNER will be responsible for installing their house number on the front of their HOME facing the street approximately five (5) feet above ground level.

SECTION 12

SUBLETTING

- 12.1 HOMES must be owner-occupied. No rental or subletting of a HOME is permitted. HOMEOWNER shall not assign or transfer his or her interest in the Lease Agreement.

SECTION 13

SALE OF MANUFACTURED HOME OR SITE BUILT HOME

- 13.1 Prior to selling their HOME, the HOMEOWNER shall inform QHA of their intentions to sell. Any potential HOMEBUYER must be approved by QHA for residency in the VILLAGE, and must obtain a leasehold agreement from the QIN.
- 13.2 For Sale signs will be limited to one sign not more than 24" wide and 18" high and attached to a post placed in the front of the HOME.

SECTION 14

TERMINATION OF LEASE AGREEMENT

- 14.1 HOMEOWNER will give QHA five (5) day notice before removing their HOME from its HOME SITE and the VILLAGE. Prior to the removal of the HOME, all due lease payments for the HOME SITE, utilities, and services must be paid in full.
- 14.2 Improvements shall become the property of QIN upon termination of the HOME SITE lease agreement, except as otherwise provided in the lease agreement.

SECTION 15

DISPUTE RESOLUTION

- 15.1 The QHA Ordinance requires that persons subject to its terms attempt informal resolution of disputes which arise between them before filing in Tribal Court. In order to comply with the terms of the Ordinance and encourage open discussion between itself and HOMEOWNER, the QHA or its designee will be available to meet with HOMEOWNER and attempt to amicably resolve any disputes which may arise between QHA and HOMEOWNER. Failure to resolve the dispute shall result in a hearing before QHA Board of Commissioners.

SECTION 16

PUBLIC / COMMON AREAS

- 16.1 Public and common areas are provided for the enjoyment of everyone in the VILLAGE. HOMEOWNERS should ensure that litter in public or common areas is properly disposed of. Public and common areas are not to be used for personal storage or usage. Vandalism should be reported to the local law enforcement officials and QHA
- 16.2 Dumping garbage or disposing of anything in the forestland or into the Moclips River is strictly prohibited. Water Storage Tank, Water Treatment Facility, Water Pump House, Storm Water Drainage, and Sewer Treatment Facility are the sensitive property of the QIN and are off limits to anyone other than authorized Tribal Personnel.
- 16.3 All traffic control devices are the responsibility of the QIN. HOMEOWNERS shall NOT install speed bumps, humps, stop signs or any other traffic control devices.
- 16.4 In compliance with Quinault Indian Nation Title 12, Criminal Offense, 12.68.010, No person shall fire a gun within Qui-nai-elt Village.

16.5 Due to fire danger in wooded area, smoke houses are prohibited in Qui-nai-elt Village.

SECTION 17

AMENDMENT OF RULES

17.1 QHA reserves the right to make reasonable modifications to these RULES if needed for health or safety purposes or necessitated by a change in Tribal or Federal law. HOMEOWNER will be given at least 30 days notice of any such modification.

Please be advised that any and all agreements between QHA and any HOMEOWNER which modify or amend the rules or policies set forth herein must be in writing. Verbal representation or agreements are invalid and unenforceable.

HOMEOWNER hereby acknowledges receipt of a copy of the above CC&Rs, Rules and Regulations, has read and agrees to abide by them, and hereby becomes a rider to "the lease".

HOMEOWNER

DATE

HOMEOWNER

DATE

Amended February 1, 2005, by a quorum of the Board of Commissioners

Section (1) 1.6

Section (2) 2.2

Section (3) 3.1 – 3.2 – 3.3 – 3.7- a) & b)

Section (4) 4.3

Section (7) 7.1

Section (8) 8.1 & 8.2

Section (16) 16.4 & 16.5

Disclaimer line prior to signature line.