



**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-  
DETERMINATION ACT  
RESTRICTIVE COVENANT: USEFUL LIFE/USE RESTRICTION  
(Indian Housing on Fee Land with Single Recovery Amount)**

The following is the "Property" described herein: Address:  
Located at: 5169 Summer Lane, Klamath Falls, Oregon Lot 34,  
in the subdivision known as Elmwood Park,  
shown by map on file in Book No. \_\_\_\_\_, pages \_\_\_\_\_ through  
\_\_\_\_\_ of Maps \_\_\_\_\_, Records of County of Klamath,  
and State of Oregon.

or  
Legal description: Government Lot 34, Section 014BC, Township 39  
South, Range 09 East of the Willamette Meridian, Klamath Couth,  
Oregon See Exhibit A Legal Description

This Affordable Native American Restrictive Covenant: Useful Life/Use Restriction (hereinafter the "Restrictive Covenant"), dated this 27, day of January, 2020, for good and valuable consideration, is hereby declared covenanted and made by Carolyn G. Walker (hereinafter the Owner), who is the owner(s) of the Property. The promises made in this Restrictive Covenant are required because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by Klamath Tribes Housing Department, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the Tribes), to assist or facilitate low-income Indian housing. This Restrictive Covenant is recorded against the Property for the benefit of the Tribes, and is intended to run with the land.

**1. RESTRICTIONS**

1.1 Use Restrictions. The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low-income. The terms "federally recognized tribe," "State recognized tribe" and "low-income" are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter NAHASDA), 25 U.S.C. §§ 4101, et seq.

1.2 Subsequent Owners. Family or household members who take Subsequent Ownership will not be subject to the Restrictive Covenant. However, the Restrictive Covenant will not terminate upon subsequent family/household ownership, the Restrictive Covenant will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Restrictive Covenant for the remaining affordability period.

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1.2 Restricting Owners. All of the rights, restrictions and agreements in this Restrictive Covenant shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property; however, subsequent Owners that are family members or household members are not subject to this Restrictive Covenant. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Restrictive Covenant.

1.3 Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Restrictive Covenant and all accompanying enforcement rights run with the land until the Termination Date.

1.4 Term. This Restrictive Covenant, including all of its rights, restrictions, covenants and agreements, shall expire three (3) Years from the date of this Restrictive Covenant (hereinafter the **Term**), which shall be the 27th day **January, 2023** (hereinafter the **Termination Date**). As of the Termination Date, this Restrictive Covenant shall expire by its own terms and this Restrictive Covenant shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

## **2.0 ENFORCEMENT**

2.1 Right to Enforce. The Tribes has all the rights and remedies necessary to enforce the use restrictions contained in this Restrictive Covenant. This includes, but is not limited to enforcing compliance with the low-income and members of federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Restrictive Covenant, and levying upon the per capita payments to be paid to Owner by virtue of Owner's membership in the Klamath Tribes to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribes under its low-income Native American housing programs.

2.2 Irrevocable Authorization to Lien and Garnish. Borrower hereby irrevocably authorizes and consents to the Tribes placing a lien on and garnishing Borrower's per capita payments from the Tribes up to and including the full amount owed to the Tribes under this Restrictive Covenant for any violation of the obligations and requirements contained herein.

2.3 Recovery of Amounts Contributed by the Tribe. (1) The Tribe has contributed through loan(s) or grant(s) the sum of (\$15,000.00) to the Owner or Property and shall be entitled to recover some or all of this amount as follows:

(a) If the Property consists of a single family unit, the Tribe shall be entitled to recover the following declining amounts for any violation of the Restrictive Covenant during the duration of this Restrictive Covenant:

Before or within three years of the date of the promissory note of the debt	100%
After three years of the date of the promissory note of the debt	0%

(b) If the property is not a single family unit, the Tribe shall be entitled to recover the full amount contributed for any violation of the Restrictive Covenant during the duration of this Restrictive Covenant.

**2.4 Rights to Recover Other Costs by the Tribe.** The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribes for any and all reasonable attorney fees, costs and court expenses that the Tribes may incur in any enforcement actions it takes under this Restrictive Covenant.

### **3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.**

**3.1 Notice.** The Owner, and any subsequent owner of the Property, is obligated to notify the Tribes in writing, delivery of which shall be evidenced with a written receipt, at the following address: Klamath Tribes Housing Department 501 Chiloquin Blvd., Chiloquin, OR that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

**3.2 Confirmation of Compliance with Restrictive Covenants.** After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribes requests and deems necessary to ascertain that the Property shall remain in compliance with this Restrictive Covenant.

**3.3 Assistance in Conveying to Low Income Native Americans.** The Tribes may offer to assist the Owner and subsequent owners in finding individuals eligible under this Restrictive Covenant to occupy, rent, lease, purchase, or obtain title to the property.

**3.4 Delivery of Notice Has No Effect on Restrictive Covenant.** The Notice is for information purposes only. Any inactions or actions by the Tribes taken pursuant to such a Notice do not constitute Tribes' approval of any particular use and are not a waiver by the Tribes of any rights it has to enforce compliance with this Restrictive Covenant.

### **4.0 USEFUL LIFE**

**4.1 Term of Restrictive Covenant Should Meet HUD Requirements.** NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Restrictive Covenant, a Term has been set for this Restrictive Covenant and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribes should ensure that a Restrictive Covenant has been obtained for a Term that meets HUD's standards.

### **5.0 MISCELLANEOUS**

**5.1 Amendment.** Any amendment to this Restrictive Covenant by an Owner of the Property shall require the approval and consent of the Tribes. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Restrictive Covenant.

**5.2 Severability.** If any provision of this Restrictive Covenant is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

**5.3 Homestead Waiver.** This Restrictive Covenant is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Restrictive Covenant.

Executed as of the date first written above.

[Notary certification on following page]

OWNER: Carolyn Gale Walker  
Signature

OWNER: \_\_\_\_\_  
Signature

State of OREGON  
County of Klamath

This record was acknowledged before me on (date) June 18<sup>th</sup>, 2020 by (name(s)) of individual(s) Carolyn Gale Walker.

Deborah Torrie  
Notary Public - State of Oregon

Official Stamp



Document Description This certificate is attached to page \_\_\_\_\_ of a RESTRICTIVE COVENANT:  
USEFUL LIFE/USE RESTRICTION, dated \_\_\_\_\_, 2020, consisting of 4 pages

**KLAMATH TRIBES HOUSING DEPARTMENT**

**PROMISSORY NOTE SECURED BY PROMISES IN  
GRANT AGREEMENT AND USEFUL LIFE/USE RESTRICTION  
For Preservation Program**

**Up to \$5,000 Thousand Dollars (\$5,000)**

01/27/2020

Date

5169 Summers Lane      Government Lot 34, Section 014BC, Township 39 South, Range 09  
Klamath Falls, OR 97624      East of the Willamette Meridian, Klamath County, Oregon.

The undersigned **Carolyn G. Walker**, (hereinafter "Borrower") received a grant from the Elder Emergency Repair Program of the Klamath Tribes Housing Department. This grant provides up to \$5,000 for Tribal Members who own their own home. The grant is designed to assist Tribal members in making the home more livable. This grant is subject to the Grant Agreement and Useful Life/Use Restriction imposed because Indian Housing Block Grant (IHBG) funds were used. It includes a promise to repay the funds, including an agreement for a lien on and permit garnishment of Borrower's per capita payments to do so, if the Grant Agreement and Useful Life/Use Restriction is violated.

FOR VALUE RECEIVED, in the event the Grant Agreement and Useful Life/Use Restriction is violated, Borrower promises to pay to **Klamath Tribes Housing Department** (hereinafter "Lender") at **501 S. Chiloquin Blvd., Chiloquin, OR 97624** or such other place as may be designated by Lender from time to time, the principal sum of **Five Thousand Dollars (\$5,000)**, with interest thereon from n/a day of n/a on the unpaid principal at the rate of n/a percent (n/a%) per annum as follows:

1. **SECURITY FOR NOTE:** This Note is secured by the promises in the Grant Agreement and Useful Life/Use Restriction by Borrower authorizing a lien on and garnishment of Borrower's per capita payments ("Grant Agreement") entered into on or about the same date as this Note and given by the Borrower to the Lender.

2. **AMOUNT DUE**

Upon sale or other conveyance of the real estate that is subject to the Grant Agreement that secures this Promissory Note, the full debt under this Promissory Note shall be due

and payable in accordance with the following schedule:

If the sale or other conveyance of such real estate is:

Before or within three years of the date of this Promissory Note	100% of the debt
After three years of the date of this Promissory Note	0% of the debt

3. **DUE:** The entire balance of this Note together shall be due and payable in full N/A months from the date of sale or conveyance. See Section 2 for repayment terms.
4. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
5. **LATE CHARGE:** If the Amount of the Grant becomes due, Borrower may make monthly installment payments. If the Lender receives any installment payment more than n/a days (15 days if not filled in) after its due date, then a late payment charge of n/a, or n/a percent (n/a %) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
6. **ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Borrower or Lender sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
7. **WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.
8. **NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be a waiver of such rights.
9. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
10. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
11. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Mortgage or other instruments securing payment of this Note, the terms of this Note shall prevail.



12. **EXECUTION:** Each Borrower executes this Note as a principal and not as a surety. If there is more than one Borrower, each such Borrower shall be jointly and severally liable under this Note.

13. **THIS NOTE IS SECURED BY THE RESTRICTIVE COVENANT: USEFUL LIFE/USE RESTRICTION EXECUTED BY BORROWER AND RECORDED ON OR ABOUT THIS SAME DATE.**

**Borrower (signatures)**

Carolyn G. Walker 6/18/20  
Carolyn G. Walker Date;

Borrower's address for all notices given by Lender under this Note:

5169 Summer Lane  
Klamath Falls, Oregon 97603

**DO NOT DESTROY THIS NOTE**

WHEN PAID this original Note together with the Grant Agreement securing the same, must be surrendered to the Lender for cancellation and retention before any reconveyance can be processed.

# Your New Benefit Amount

**BENEFICIARY'S NAME: CAROLYN G WALKER**

Your Social Security benefits will increase by **1.6%** in 2020 because of a rise in the cost of living. You can use this letter as proof of your benefit amount if you need to apply for food, rent, or energy assistance. You can also use it to apply for bank loans or for other business. Keep this letter with your important financial records.

## **How Much Will I Get And When?**

- Your monthly amount (before deductions) is **\$914.00**
- The amount we deduct for Medicare Medical Insurance is **\$0.00**  
(If you did not have Medicare as of November 22, 2019,  
or if someone else pays your premium, we show \$0.00.)
- The amount we deduct for your Medicare Prescription Drug Plan is **\$0.00**  
(We will notify you if the amount changes in 2020. If you did not elect  
withholding as of November 1, 2019, we show \$0.00.)
- The amount we deduct for voluntary Federal tax withholding is **\$0.00**  
(If you did not elect voluntary tax withholding as of  
November 22, 2019, we show \$0.00.)
- After we take any other deductions, you will receive **\$914.00**  
on or about January 3, 2020.

If you disagree with any of these amounts, you must write to us within 60 days from the date you receive this letter. Or visit [www.ssa.gov/non-medical/appeal](http://www.ssa.gov/non-medical/appeal) to appeal online. We would be happy to review the amounts.

If you receive a paper check and want to switch to an electronic payment, please visit the Department of the Treasury's Go Direct website at [www.godirect.org](http://www.godirect.org) online.

## **What If I Have Questions?**

- Visit our website at [www.socialsecurity.gov](http://www.socialsecurity.gov)
- Call us toll-free at 1-800-772-1213 (TTY 1-800-325-0778)