



## Santa Clara Pueblo Housing Authority

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### TOWNHOME CONDITIONS OF OCCUPANCY

#### DECLARATION

Pursuant to its authority to maintain the overall quality and value of the Townhome housing project and to ensure the health and safety of residents therein, the Santa Clara Pueblo Housing Authority (SCPHA) Board of Commissioners hereby adopts these Townhome Conditions of Occupancy (Conditions), effective from this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and declares that the Townhome housing project shall hereafter only be held, leased, sold and conveyed, or otherwise transferred subject to these Conditions.

#### DEFINITION

- A. "Common Area" means site within the Townhome Area that shall contain a laundry room with commercial washers and dryers, public bathrooms and showers, community garden, and a community gazebo for barbeque grills.
- B. "Member" means a person who is acknowledged in the manner determined by the Tribal Council as a member of the Pueblo under the Pueblo's existing membership laws, or who is eligible to be acknowledged as a member.
- C. "Non-Member" means a person who is not a Member.
- D. "Non-Member Residence Code" means Chapter 27 of the Pueblo of Santa Clara Law and Order Code-- Regulation of Non-Member Residence.
- E. "Occupancy Document" means the Tenant Rental Agreement entered into by SCPHA and a Tenant.
- F. "Permitted Resident" means a Non-Member who resides or intends to reside with a SCPHA Tenant, has a Sponsor, and whose residence on Santa Clara land has been permitted or re-permitted in accordance with the Non-Member Residence Code,
- G. "Pueblo Member" means an enrolled member of the Pueblo of Santa Clara.
- H. "Pueblo" means the Pueblo of Santa Clara.
- I. "Santa Clara land" means land that is owned by the Pueblo or by the United States in trust for the Pueblo, but, except for lands leased to SCPHA for the construction of housing, does not include land that is covered by a lease entered into by the Pueblo and approved by the Secretary of the Interior or his or her designee in accordance with federal law.
- J. "Sponsor" means a Member who resides on Santa Clara land and is at least 25 years of age, and who states, in writing, on a form prescribed by the Pueblo Governor, that he or she vouches for the application of a Non-Member who seeks to become a Permitted Resident.
- K. "Tenant" means a person renting a Unit from SCPHA during the rental term of a Tenant Rental Agreement.
- L. "Townhome Site" means the lot designated within the Tribe's tribally-owned land upon which a Townhome is or will be

located.

- M. "Townhome Area" means the Townhome project site on which Townhome Sites are situated.
- N. "Unit" means a residence located within a Townhome.

#### GENERAL PROVISIONS

- A. **Approvals, Consents, and Waivers.** Any approval, consent, or waiver, which these Conditions require to be obtained from SCPHA, must be obtained in writing, signed by an authorized representative prior to doing the act for which the approval, consent, or waiver is to be obtained.
- B. **Variations.** Upon written request, SCPHA may grant a variance from one or more requirements of these Conditions on a showing by a particular Tenant that special circumstances exist distinguishing his or her situation from that of other Tenants and that the variance will not materially change the character of the Townhome Area or materially impair an adjacent Tenant's use and enjoyment of his or her Townhome Site and/or Unit. SCPHA shall determine, in its sole discretion, whether a variance is acceptable under the criteria set forth above, and SCPHA's determination shall be binding on all Tenants and not subject to any appeal process.
- C. **Failure to Comply with Conditions.** If a Tenant fails to comply with these Conditions, SCPHA may take appropriate actions to enforce these Conditions in accordance with the Tenant's Occupancy Document in order to maintain the overall quality and value of all Units, Townhome Site, and the Townhome Area, and to ensure the health and safety of the residents therein.
- D. **Delay or Omission.** No delay or failure by SCPHA to enforce these Conditions or to exercise any right, power, or remedy accruing hereunder shall be deemed to be a waiver or limitation of the right of SCPHA to do so thereafter, nor shall it be construed to be a waiver of or acquiescence in a violation or breach of these Conditions.
- E. **Severability.** If any provision in these Conditions or application thereof to any situation or person shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of these Conditions or its application to other situations or persons.
- F. **Binding Effect.** These Conditions shall run with the Units, Townhome Sites, Townhome Area, and any Occupancy Document and be binding on the heirs, personal representatives, successors, and assigns of the Tenants hereunder in like manner as on the original Tenants.
- G. **Occupancy Document.**
  - 1. The rights of a Tenant shall be governed by his or her Occupancy Document and these Conditions.
  - 2. Monthly rental payments are due on or before the first (1<sup>st</sup>) day of each month and are considered delinquent at the end of business on the third (3<sup>rd</sup>) calendar day of the month. SCPHA will treat delinquent payments as a breach of the Occupancy Document and may initiate action to terminate the right of occupancy.
  - 3. Adults residing in a Unit shall be listed as co-Tenants in the Occupancy Document.
  - 4. Each occupant of a Unit, including the Tenant, must be a Member or Permitted Resident; except that an occupant who is a Non-Member and 17 years of age or less shall be permitted to occupy the Unit if the Non-Member resides with his or her parent or legal guardian and such parent or legal guardian is an Enrolled Member or Permitted Resident. Any occupant of the Unit who fails to meet the requirements under this section shall be prohibited from occupying the Unit.
  - 5. Tenant must provide proof to SCPHA that each occupant of his or her Unit, including the Tenant, is a Member or Permitted Resident in accordance with the Non-Member Residence Code; except that no such proof is required for an occupant who is a Non-Member and 17 years of age or less and resides with his or her parent or legal guardian who is a Member or Permitted Resident.

6. For any occupant who is a Permitted Resident, the Tenant must provide SCPHA with the name and address of the occupant's Sponsor, and the date on which the occupant expects his or her current status as a Permitted Resident to terminate if the status must be renewed in accordance with the Non-Member Residence Code.

7. If a Tenant or any occupant loses his or her status as a Permitted Resident prior to the end of the term of his or her Occupancy Document, and such status is not replaced by one of the other statuses allowed under the Tribal law, the Tenant or occupant shall lose the right to reside in the Unit.

a. Any occupant of a Unit, including the Tenant, whose Permitted Resident status has been revoked in accordance with the Non-Member Residence Code shall vacate the Unit within thirty (30) calendar days after status revocation becomes final, or immediately, if the thirty (30) calendar day period has already passed. If the Tenant's Permitted Resident status has been revoked, all other occupants of the Unit shall vacate the Unit; provided, however such occupants may remain in the Unit if SCPHA enters into an Occupancy Document with an occupant who is a Member or Permitted Resident.

8. Subleases of Occupancy Documents are prohibited.

H. **Governing Law.** These Conditions shall be governed by the laws of the Pueblo, which shall be the appropriate legal forum.

#### PREFERENCE IN SELECTION

Preference in selection for Units shall be applied in the following order:

A. Pueblo members;

B. Santa Clara Pueblo Individuals awaiting membership through interim enrollment rules; provided that they submit to SCPHA documents showing that they have applied for membership with Santa Clara Pueblo;

C. Non-Member Permitted Residents, enrolled in a federally recognized Tribe who reside or work on the Pueblo;

Applicants who do not qualify under one of these criteria are not eligible to occupy a Unit.

#### KEYS

A. **Deposit.** SCPHA shall issue each Tenant two keys for his or her Unit and may issue additional keys upon request by the Tenant. The Tenant shall pay a security deposit of ten dollars (\$10) for each key that SCPHA issues to him or her. Tenant is prohibited from making copies of any keys issued to him or her by SCPHA.

B. **Replacement.** A Tenant shall not replace exterior door locks. If the locks are found to have been changed, SCPHA shall rekey or replace the locks. If the Tenant is not available at the time of replacement, SCPHA will punch the lock to gain entry and replace the lock at the Tenant's expense. If a key becomes broken in a lock, SCPHA shall replace the lock at the Tenant's expense. If a key is lost or misplaced, Tenant may, at his or her expense, obtain a copy from SCPHA. SCPHA shall maintain a schedule of lock and key replacement costs.

#### UNIT REQUIREMENTS

A. **Prohibited Activities.** The following activities are prohibited within Unit:

1. Smoking;

2. Use or storage of flammable and combustibles;
3. Disabling of smoke detectors; Alterations or additions, removal of any fixtures, or painting of walls; and
4. Erection of aerials, antennae, or satellite dishes or towers, whether for transmitting or receiving signals, SCPHA must be contacted before any installation and be present during the installation.

**B. Proper Maintenance.** Each Tenant must maintain and keep in good repair the interior and exterior of his or her Unit. Tenant must notify SCPHA immediately in writing of the need for repairs to the Unit and to report to SCPHA immediately any damage to water pipes, toilets, drains, or plumbing fixtures.

**C. General Upkeep and Sanitation of Units.** Furniture left outside a Unit shall be limited to the balcony and items commonly accepted as outdoor or patio furniture. Tenants shall not place any household appliances, upholstered furniture, laundry, barbeque grills, or other property outside the Unit. Tenants shall deposit all garbage, trash, and rubbish in a suitably covered receptacle, approved by SCPHA, for regularly scheduled pickup. Tenants are responsible for the disposal of large items (*e.g.*, furniture, mattresses, and large boxes); they are not to be left in the receptacle area.

### **TOWNHOME SITE AND AREA REQUIREMENTS**

- A. Open Burning.** Open burning within the Townhome Area is prohibited.
- B. General Upkeep and Sanitation of Townhome Sites and Area.** Tenants must keep driveways, streets, and Townhome Sites, including porches and balconies, clean and free from trash and litter at all times.
- C. Prohibition against Hazardous Wastes.**
1. Tenants may not use their Townhome Site or the Townhome Area as an open dump or for the handling, recycling, storage, treatment, composting, or disposal of hazardous waste, as that term is defined by federal or tribal law, on either a permanent or temporary basis.
  2. If a Tenant causes his or her Townhome Site or the Townhome Area to become contaminated in any manner, the Tenant shall indemnify and hold harmless SCPHA from any and all environmental damages. Without limiting the foregoing, if a Tenant causes or permits the presence of hazardous waste in his or her Townhome Site or the Townhome Area that results in a threatened or actual contamination, the Tenant shall promptly, at his or her sole expense and responsibility, take any and all necessary actions to return the Townhome Site or Townhome Area to the condition existing prior to the presence of any threatened or actual contamination, under the laws and regulations of the Pueblo and the United States and after having first obtained the requisite approvals for any such remedial action.

### **COMMON AREA REQUIREMENTS**

- A.** A Tenant may host functions in the Common Area. The Tenant must sign up with SCPHA to reserve the Common Area for such functions and shall be required to clean up the Common Area after functions are complete.
- B.** The Common Area shall be equipped with six (6) barbeque grills. A Tenant must sign up with SCPHA to reserve use of barbeque grills.
- C.** Alcohol is prohibited in the Common Area.

### **TENANTS AND GUESTS**

**A. Temporary Exclusion from the Pueblo.** All non-Indian permitted residents are subject to temporary exclusion from the Pueblo during certain cultural or traditional events at the order of the Governor and/or Sheriff. Failure of such individuals to leave the Pueblo during such exclusion periods may result in termination of the Occupancy Document and eviction of all individuals from

**the Unit.**

**B. Peaceful Enjoyment.** Tenants shall conduct themselves, and cause other persons who are in their Unit or on their Townhome Site with their consent to conduct themselves in a manner that will not interfere with the peaceful enjoyment of neighbors living in the Townhome Site or inconsistent with maintaining the Townhome Site in a decent, safe, and sanitary condition. The expectations of neighbors concerning the peaceful enjoyment of their Units and Townhome Sites shall be reasonable, understanding that Units at Townhome Sites share a common wall subject to sound infiltration.

**C. Disturbances Prohibited.** Excessive alcohol use, drug abuse, partying, fighting, and/or quarreling that interferes with the health, safety, or right to peaceful enjoyment of a Townhome Site by other residents is prohibited. Neither a Tenant, his or her children, guests, nor any other person staying or visiting the Tenant shall cause unreasonably loud or disturbing noise through parties, radios, television, stereo equipment, musical instruments, chain saws, motor vehicles, or the like.

**D. Dangerous Conditions.** Tenants shall notify SCPHA immediately in writing of any conditions in or around their Units that may be dangerous to the health and safety of Tenants, occupants of Tenants, guests of Tenants, or SCPHA employees.

**E. Liability for the Conduct of Guests.** Tenants are responsible for the actions of occupants of their Unit, as well as guests, licensees, and invitees.

**F. Commercial Uses.** No commercial activity shall be conducted in any Unit or on any Townhome Site.

**G. Vandalism.** Tenants shall refrain from, and cause guests and members of their households to refrain from destroying, defacing, damaging, or removing any part of the Unit, Townhome Site, or Townhome Area.

**H. Insurance.** SCPHA shall not provide personal property insurance to Tenants, but Tenants may purchase their own personal property insurance.

**I. Restrictions on Number of Residents.** The number, age, sex, and relationship of persons permitted to occupy a Unit must conform to reasonable standards of health and privacy. Because of limited living space and because Units share common walls, there may be no more than six residents and one child under the age of three. Changes in family composition will only be considered during the annual renewal process.

**J. Single Family Residence Use; Restrictions on Guests.**

**1.** All Units are intended to be used as a single-family residence occupied by the Tenant's family exclusively as its principle residence. Additional permanent residents shall not be allowed without SCPHA approval.

**2.** Unless otherwise determined by the Non-Member Residency Committee, individuals excluded from residency on the Pueblo may not remain in Units overnight.

**3.** Failure to comply with the terms of this paragraph may result in the termination of the Tenant's Occupancy Document.

**K. Absences from Units.** Tenants must notify SCPHA if they plan to be absent from their Units for more than seven (7) consecutive days. Tenants must notify SCPHA about the date of their expected return to their Units.

**PETS**

Tenants are not allowed to have any pets of any kind in their Unit.

**UTILITIES**

**A. Costs.** Each Tenant is responsible for obtaining and paying for all utilities. The Tenant must open an account at the

Tenant Initials \_\_\_\_\_  
Date \_\_\_\_\_

appropriate utility companies in Tenant's name. The Tenant is responsible for contacting the appropriate utility companies when the Tenant moves in the tenant remains responsible for all charges accrued to the companies until the companies are notified by SCPHA of the termination of occupancy and services are transferred back to SCPHA.

**B. Access.** Each Tenant must ensure that all water meters, water shut off valves, sewer clean-outs, or electrical/telephone/cable TV pedestals located on his or her Townhome Site remain unobstructed and easily accessible.

**C. Damage.** Each Tenant shall maintain electricity and heat in the Unit during the term of the Occupancy Document. If the Tenant fails to pay utility amounts owed in a timely manner and electricity and/or gas is disconnected or terminated, and such disconnection or termination results in physical damage to the Unit, the Occupancy Document may be terminated.

## **INSPECTIONS**

**A. Right to Inspect.** SCPHA has the right to enter a Unit at any reasonable time to perform inspections, repairs, additions, or alterations as may be deemed necessary by SCPHA. Refusal to allow SCPHA to enter a Unit, or changing the locks on the Unit to prevent such entry is a direct violation of the Occupancy Document and is grounds for termination. The Tenant shall also be notified that he or she or his or her representative may join in the inspection.

**B. Physical Inspections.**

1. SCPHA shall conduct a complete interior and exterior examination of each Unit, including a review of the standard of housekeeping, on a regular basis, but not less frequently than once every year immediately preceding annual renewal of the Occupancy Document, and shall furnish a copy of the inspection report to the Tenant. Any item requiring repair or replacement will be recorded. This will include but not be limited to plaster repair, painting, termite inspection, roof deterioration, overloading of electric circuits, and corrosion control.

2. Following the inspection, SCPHA inspector shall give the Tenant a written statement, signed by the inspector, of the condition of the Unit and equipment, clearly showing the repairs and/or replacements for which the Tenant is responsible. The Tenant shall sign a copy of the statement and indicate when necessary repairs and/or replacements will be made. A copy of the inspection statement will be retained in the Tenant's permanent folder and a duplicate copy shall be given to the Tenant. A follow-up procedure will be established to see that all required repairs and replacements have been carried out within a reasonable period of time.

3. Damages found by SCPHA as part of the inspection may be grounds for termination of the Tenant's Occupancy Document.

## **CLEANING AND SECURITY DEPOSIT**

**Cleaning and Security.** Tenant shall pay a one-time cleaning and security deposit in an amount equal to one month's rent. Such deposit shall be returned upon termination of the Tenant's Occupancy Document, shall be returned to the Tenant less any reasonable charges for cleaning and repairs, subject to the following conditions:

**A.** Tenant must give thirty (30) days written notice prior to move-out;

**B.** Tenant must clean all floors, walls, and windows; all kitchen, bathroom, and living room fixtures must also be cleaned and left in working order;

**C.** Tenant must ensure that the condition of the Unit is the same as it was when first occupied, normal wear and tear excepted. Woodwork, doors, windows (screens must be in place), electrical fixtures, and all other fixtures that were in the Unit when it was first occupied shall be in the same condition as when the Unit was first occupied or shall be replaced at Tenant's expense;

**D.** Tenant must ensure that all lights are in working order and that burned out light bulbs are replaced;

Tenant Initials \_\_\_\_\_  
Date \_\_\_\_\_

- E. Tenant must complete, pass, and sign a Unit move-out inspection; and
- F. Tenant must pay all utilities in full within thirty (30) days after vacating the Unit.

### **VEHICLES**

- A. **Size Restrictions.** Except in relation to provision of services to the Unit, no vehicle or equipment over ten thousand (10,000) pounds gross vehicle weight may be parked on a Tenant's Townhome Site.
- B. **Parking.** Tenant parking is restricted to the Townhome Site, the southeast corner of the Townhome Area, and the SCPHA skate park. Each Tenant shall be allowed two vehicles for his or her Unit. SCPHA shall provide the Tenant with assigned parking for two vehicles at the Townhome Site. Guests may park vehicles in the southwest corner of the Townhome Area (next to the mail boxes) or the SCPHA skate park when visiting a Tenant, but must ensure that they are parked so as not to block any Tenant's access or to restrict traffic flow within the Townhome Area.
- C. **Inoperable and/or Unlicensed Vehicles.** Vehicles present in the Townhome Area must be in operable condition and currently licensed and registered in the state of New Mexico. Inoperable and/or unlicensed vehicles may not be stored or left on a Tenant's Townhome Site or in the Townhome Area. SCPHA may cause all such inoperable and/or unlicensed vehicles to be towed and impounded after thirty (30) days at the sole expense of the Tenant.
- D. **Speed Limit.** The maximum speed permitted in the Townhome Area is ten (10) miles per hour.
- E. **Vehicle Maintenance and Safety.** If a Tenant fails to maintain his or her vehicle properly and SCPHA determines that it constitutes a hazard to residents, SCPHA may prohibit such vehicle from entering and/or remaining in the Townhome Area until repaired. A Tenant may not make any major vehicle repairs in the Townhome Area, but may do minor vehicle repairs in the Area. No repairs are to be made on or near the streets. Major repairs include, but are not limited to overhauls or removals of engines, transmission work, brake work, and body repairs. Minor repairs include, but are not limited to oil changes, tune ups, and filter replacements. A Tenant shall immediately clean up and/or properly recycle or dispose of any grease, oil, or other substance that is drained from or leaks from his or her vehicle or the vehicle of a guest. Tenants and Guests must adhere to all posted signs in the SCPHA Townhome and Housing areas.

### **BACKGROUND CHECK**

SCPHA shall charge each Tenant eighteen years of age and older a non-refundable fee for the purpose of conducting a criminal background check at a rate determined by the entity performing the background check. Such background check shall be conducted to determine whether the Tenant and adult(s) have been convicted of rape, spouse abuse, child abuse, child sexual abuse, domestic violence, sexual offense, or any other crime of violence or of any drug related offense. Conviction of any such crime shall be grounds for denying any Tenant Occupancy. All such records of criminal background checks shall be confidential and shall be maintained in a secure place.

### **UNLAWFUL CONDUCT**

- A. **Unlawful Conduct Prohibited.** A Tenant is prohibited from using, causing to be used, or allowing to be used any part of his or her Unit or Townhome Site for any unlawful conduct or purposes. Unlawful conduct is any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Units, Townhome Sites, or the Townhome Area by other residents or employees of SCPHA, including but not limited to:
  - 1. Physical assault or the threat of physical assault to any person, including SCPHA staff;
  - 2. Use of a firearm or other weapon or the threat to use a firearm or other weapon;
  - 3. Disposal or permitting disposal or storage of hazardous waste within the Townhome Area;

Tenant Initials \_\_\_\_\_  
Date \_\_\_\_\_

- 4. Sexual molestation of a minor, sexual assault, rape, prostitution, or other similar or related conduct;
- 5. Domestic violence;
- 6. Alcohol offenses, including but not limited to provision of alcohol to a minor; and

7. Any drug-related criminal activity within the Townhome Area, including but not limited to the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act, provided that any drug-related criminal activity shall be cause for termination of a Tenant's Occupancy Document and eviction from his or her Unit.

**B. Reporting of Unlawful Activity.** Tenants observing any suspicious or illegal acts are requested to notify SCPHA and the local Law Enforcement Agency having jurisdiction over the Townhome Area for investigation and prosecution.

**AMENDMENT OF CONDITIONS**

**A. Amendments.** SCPHA may make reasonable modifications to these Conditions as needed to protect the health or safety of residents, to preserve the quality, value, and conditions of the Units, or as may be required by a change in tribal or federal law.

**B. Notice.** SCPHA shall give Tenants at least thirty (30) days prior written notice of any such modification.

**THESE CONDITIONS ARE AN INTEGRAL PART OF YOUR TENANT RENTAL AGREEMENT AND ARE ENFORCEABLE. VIOLATION OF THESE CONDITIONS CAN RESULT IN THE TERMINATION OF YOUR OCCUPANCY. PLEASE BE ADVISED THAT ANY AGREEMENT BETWEEN SCPHA AND TENANT THAT MODIFIES OR AMENDS THESE CONDITIONS MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENTS ARE INVALID AND UNENFORCEABLE.**

Tenant hereby acknowledges receipt of a copy of these Conditions, and has read, and agrees to abide by them.

Tenant	Date
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Co-Tenant	Date
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On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, this document was signed before me by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_