

**KICKAPOO TRADITIONAL TRIBE OF TEXAS  
TRIBAL CODES**

**CHAPTER 23**

**KTTT HOUSING AUTHORITY  
CHARTER**

Pursuant to the authority vested in the Kickapoo Traditional Tribe of Texas by its Constitution, and particularly by Article VII, Sections (j) and (r) thereof, and its authority to safeguard the peace, safety, welfare and political integrity of the Tribe, the Traditional Tribal Council of the Kickapoo Traditional Tribe of Texas hereby establishes a public tribal housing corporation known as the KTTT Housing Authority (hereinafter referred to as Housing Authority), and enacts this ordinance which shall constitute the charter of the KTTT Housing Authority and establish the purposes, powers and duties of this tribally chartered entity. The KTTT Housing Authority is the legal successor to the Kickapoo Housing Authority.

In any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts KTTT Housing Authority, shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of this ordinance. A copy of the ordinance duly certified by the Secretary of the Traditional Tribal Council shall be admissible in evidence in any suit, action or proceeding.

Section 23.1 DECLARATION OF NEED:

It is hereby declared:

1. That there exist on the lands within the jurisdiction of the Kickapoo Traditional Tribe of Texas unsanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of decent, safe and sanitary dwelling accommodations available at rents or prices which persons of all income levels can afford; and that such shortage forces such persons to occupy unsanitary, unsafe and overcrowded dwelling accommodations;
2. That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds and crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;

3. That assisting in providing of decent, safe and sanitary dwelling accommodations for persons of all income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of Tribal concern;
4. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this ordinance to aid the production of better housing at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in improving employment; and
5. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

Section 23.2      PURPOSE:

KTTT Housing Authority shall be organized and operated for the primary purposes of:

1. Remediating unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals;
2. Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income, and
3. To assist persons of all income levels to obtain good and decent housing at a fair and reasonable cost.

A secondary purpose of KTTT Housing Authority shall be to provide employment and economic development opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of housing.

Section 23.3      DEFINITIONS:

The following terms, wherever used or referred to in this ordinance, shall have the following respective meanings unless a different meaning clearly appears from the context:

“Area of Operation” means all areas within the jurisdiction of the Tribe and any other Indian area identified in the Tribe’s Indian Housing Plan or by some other Traditional Tribal Council declaration.

“Board” means the Board of Commissioners of KTTT Housing Authority.

“Council” means the Kickapoo Traditional Tribe of Texas Tribal Council.

“Federal government” includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.

“Homebuyer” means a person(s) who has executed a lease-purchase agreement with the KTTT Housing Authority and who has not yet achieved homeownership.

“Grantee” means a person who has received housing or other assistance from the KTTT Housing Authority.

“Housing project” or “project” means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental; sale of individual units in single or multifamily structures under conventional, condominium, or cooperative sales contracts or lease-purchase agreements; loans; or subsidizing of rental or charges) decent, safe and sanitary living accommodations. Such work or undertaking may include, but is not limited to, buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare or other purposes. The term “housing project” or “project” also may be applied to, but not limited to, the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.

“Obligations” means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the KTTT Housing Authority pursuant to this ordinance.

“Obligee” includes any holder of an obligation, agent or trustee for any holder of an obligation, or any assignee or assignees of such lessor’s interest or any part thereof.

“Persons of low income” means persons or families who cannot afford (as determined by KTTT Housing Authority) to pay enough to cause private enterprise in their locality to build or assist in providing an adequate supply of decent, safe, and sanitary dwellings for their use.

"Tribe" means the Kickapoo Traditional Tribe of Texas.

Section 23.4 BOARD OF COMMISSIONERS:

A. BOARD AND BOARD MEMBER DUTIES AND ROLES.

1. KTTT Housing Authority shall be governed by a Board of Commissioners that shall hire on a multi-year basis and when necessary, suspend or fire a Chief Executive Officer (CEO).
2. The C.E.O. shall select a staff of his or her choosing. The C.E.O. and staff shall then administer and manage the KTTT Housing Authority, KTTT Housing Authority programs and KTTT Housing Authority activities.
3. The Board of Commissioner's duties shall additionally include establishing written policies, monitoring for compliance with policies, laws, regulations and contractual obligations, designating areas of program activities as well as establishing organizational goals, ensuring proper financial accounting and maintaining fiscal stability, and generally conducting oversight.
- 4.. The Board of Commissioner's duties shall not include administering or managing, hiring or firing personnel or making contracting/procurement decisions except in regards to employment of the CEO and reviewing large contracts/procurement before their award. The Board shall not select who specifically gets a home or what individuals are selected to participate in a KTTT Housing Authority program. The Board of Commissioners shall not run the day-to-day activities of the KTTT Housing Authority and shall not interject itself into the management of the KTTT Housing Authority.
5. Apart from their participation on the Board, individual Board Members have no other authority except that authorized under this Charter. Individually, Board Members shall not engage in or interject themselves into KTTT Housing Authority management and program decisions. This means Board Members shall in their individual capacity refrain from directing, managing and influencing the activities of the KTTT Housing Authority and its staff.
6. The Board of Commissioners and individual Board Members shall conduct themselves in a manner similar to that of a non-profit or for-profit corporate board of Commissioners leaving the administering of the KTTT Housing Authority and its programs to the CEO and his or her staff.
7. The Council shall appoint its Chairman and other officers.

B. APPOINTMENT AND REMOVAL BOARD MEMBERS.

1. The Board of Commissioners shall consist of a seven (7) member Board made up of a majority of enrolled Tribal members. No officer in the Tribe and no Traditional Tribal Council person may sit on the Board. There also shall be no other ex-officio or non-voting members.
2. Upon the enactment of the Charter, two (2) Board Members shall be appointed specifically to a two (2) year term, two to a two (2) year term and three to a three (3) year term. The initial Board shall be appointed by a majority of the Council.
3. Upon the expiration of the above original terms, as well as all subsequent terms thereafter, all Board Members shall be appointed to three (3) year terms. The Board of Commissioners shall formally notify the Tribal Council Secretary of any expiring terms or Board vacancies so that appointments can be made. Board Members shall be appointed by a majority of the Council. Should a Board Member vacate or be removed from the Board by the Council, a replacement shall be appointed by a majority of the Council but those replacement appointments shall only be for the remainder of those terms.
4. No Board Members at the time of their appointment, or during the term of their appointment, shall be delinquent to or owe money to KTTT Housing Authority (including any of its preceding organizational entities). No Board Member may have a felony conviction and no Board Member may have had a misdemeanor conviction in the past five (5) years.
5. Board Members may resign from the Board by providing a written resignation and it should be given to the Board of Commissioners' Chairperson with a copy provided to the Tribal Secretary. Once made, said resignation may not be rescinded.
6. Except for resignation, removal for death or incapacity, or removal for criminal convictions, Board Members shall serve on the Board until the Council appoints a replacement which shall occur as soon as possible.
7. No person shall be barred from serving on the Board because he or she is a tenant, owner, homebuyer, or grantee in any housing owned or assisted by KTTT Housing Authority or otherwise are participants in a KTTT Housing Authority program; and such Board Members shall be entitled to fully participate in all meetings concerning matters that affect all similar tenants, owners, homebuyers, or grantee, even though such matters affect the Board Member as well. However, such Board Members shall not be entitled or permitted to participate in or be present at any meeting, or to be counted or treated as a Member of the Board, concerning any matter involving the Commissioner's individual rights, obligations or status as a tenant, homebuyer, grantee or participant.

8. Board Members shall be removed by the Board with a majority vote of the Council for (1) prohibited criminal convictions cited in the Charter, (2) serious or repeated violation of the Standards of Conduct of this Charter, (3) abandonment of duties, incapacity, or death, and (4) other serious and repeated violations of the Charter.

### C. PRACTICE

1. All records, materials and Board meetings of KTTT Housing Authority, except for customary exceptions such as personnel records, personal financial information and privileged and attorney communications, shall be available to the public. However, the Tribe shall additionally have access to all KTTT Housing Authority records and materials.
2. Board Members shall not receive a salary for serving on the Board. Board Members shall be entitled to be reimbursed for reasonable travel and training expenses. Board Members shall receive a meeting stipend as established by Council resolution for attending meetings if they are not otherwise being paid for their time by others, including for example their employer or the Tribe. However, Board Members shall not otherwise be directly or indirectly compensated for performing their KTTT Housing Authority responsibilities and duties.
3. KTTT Housing Authority shall maintain a main office in Kickapoo Reservation near Eagle Pass, Texas.
4. The Board may not contract away the Board duties and responsibilities set out in this Charter to any third party.
5. All members of the Board, including its Chairman, shall be full voting members of the Board of Commissioners.
6. The Board shall hold regular Board meetings the first week of each month. It may hold other special Board meetings as needed.
7. The Council may retain legal counsel for purposes of assisting the Board in carrying out its duties.
8. A Board approved KTTT Housing Authority Annual Report shall be submitted to the Traditional Tribal Council during the first calendar quarter of each year. The Annual Report shall contain a complete financial statement. Considerable effort shall be made to ensure that the Annual Report makes a full disclosure of KTTT Housing Authority programs and activities, the financial status of the entity, goals of the organization, successes and any areas of current deficiencies.
9. Once a year, the C.E.O. and at least two Board Members shall meet with the public to provide an update on KTTT Housing Authority activities and to obtain input. This

meeting shall be publicized with advance notice of the meeting being made either through radio and/or print media.

10. The Board of Commissioners, with input from the C.E.O. and staff, shall establish written policies to both direct activities of the organization and establish basic rules.
11. Whenever demand for KTTT Housing Authority programs or projects exceed current capabilities, participation in those programs and projects shall be based on first-come, first-serve waiting lists. Those waiting lists shall be posted at the KTTT Housing Authority office in a public location.
12. KTTT Housing Authority will seek and obtain funds, loans and assistance from a variety of governmental and private sector sources and accompanying that assistance will often be rules, restrictions and funding requirements that the KTTT Housing Authority will have to comply with. However, KTTT Housing Authority is a tribally chartered governmental entity with tribally specified declared Needs and Purposes. As a tribally driven organization it is foremost an organization that is self-directed to serve the housing needs of the Kickapoo Traditional Tribe of Texas and its members.
13. Should the Traditional Tribal Council determine that KTTT Housing Authority is not and will not materially comply with this Charter; the Traditional Tribal Council has the inherent right, as the organization chartering KTTT Housing Authority, to revoke this Charter. Upon doing so, the Board of Commissioners shall have no further authorities and powers. In such case, the Tribe may elect to specifically assume the obligations of KTTT Housing Authority itself or form and charter a new organization to do so.

#### 23.5 STANDARDS OF CONDUCT:

1. The duties and responsibilities of KTTT Housing Authority Board members, employees, grantees and agents are to the KTTT Housing Authority. Their own interests are not to conflict with these duties and responsibilities.
2. Upon being considered for appointment and once becoming a Board Member, Board Members are prohibited from entering into, proposing or acquiring a contract or any financial interest, direct or indirect, in any KTTT Housing Authority project or activity except for subsequent permanent employment with KTTT Housing Authority that is approved unanimously by the other Board Members. Upon leaving the Board, Board Members are likewise prohibited from having such a contract or any financial interest, direct or indirect, in any KTTT Housing Authority or activity, for a period of one (1) year after their tenure on the Board.
3. KTTT Housing Authority employees are prohibited from entering into, proposing or having a contract or any other financial interest, direct or indirect, in any KTTT Housing Authority project or activity. Except for subsequent employment approved

unanimously by the Board, former employees are prohibited from having a contract or any financial interest, direct or indirect, in any KTTT Housing Authority project or activity in which the former employee had a substantial interest, responsibility or involvement with during his or her position with the KTTT Housing Authority for a period of one (1) year after termination of their employment. The above mentioned exception may be done in rare and unique circumstances by the Board but only after full and public disclosure and assurance that this interest is not obtained because of non-public information obtained acquired as a result of the prior employment.

4. No employee, Board Member, officer or agent of KTTT Housing Authority or any grantee shall ever participate in a decision, selection, award or administration of a contract if in fact, or by appearance, the Board Member, employee, officer, agent or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ such a person, has a financial or other interest in the firm to be selected or awarded. Any and all conflicts of interest must be promptly, openly and publicly disclosed by both individuals and the KTTT Housing Authority

Not participating in a decision, shall mean not discussing the matter in or outside meetings, not being physically present for any discussions and neither voting on nor being present for a vote. Furthermore, it means not using a KTTT Housing Authority position to influence a decision in which you have a personal interest.

5. Where the Tribe has established by law or resolution ethical and conflicts of interest requirements for the Tribe, Traditional Tribal Council, Tribal officials and/or Tribal entities, those standards shall also apply. Furthermore, the indirect interest as used in these Standards of Conduct include minimally, and are not limited to, family members to the first degree, adopted children and anyone living or residing in the same household.
6. Board Members, staff, agents and grantees shall not use KTTT Housing Authority resources, moneys, contracts, personnel or facilities for political purposes. KTTT Housing Authority shall also restrain others from using KTTT Housing Authority resources for political purposes.
7. All Board Members have a fiduciary responsibility to always take actions and do only what is in the best interest of KTTT Housing Authority.
8. Board Members and the C.E.O. shall provide a written Disclosure of Interest (hereinafter Disclosure) to KTTT Housing Authority and to members of the Board and periodically update it as circumstances warrant.

This Disclosure shall identify: 1) any contract or direct or indirect financial interest in any KTTT Housing Authority project or activity, 2) the date that interest was



acquired and, 3) all family members to the first degree, all adopted children and anyone living or residing in the same house and household.

9. The Board shall establish any other standards of conduct that it believes are prudent and appropriate so long as they do not supersede or supplant standards established in this Charter or under Tribal law.

#### 23.6 POWERS:

1. KTTT Housing Authority shall have perpetual succession in its corporate name.

2. KTTT Housing Authority shall have the following immunities:

- (a) The Tribe confers on KTTT Housing Authority all of the Tribe's rights, privileges and immunities concerning federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities if it engaged in the activities undertaken by the KTTT Housing Authority.

- (b) The Tribe confers on KTTT Housing Authority sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by KTTT Housing Authority. KTTT Housing Authority shall have the power to sue and is authorized to consent to be sued in the Tribal Courts or another court of competent jurisdiction, provided, however, that no such consent to suit shall be effective against the KTTT Housing Authority unless such KTTT Housing Authority consent (i) is explicit, and (ii) is contained in a written contract, agreement, or commercial documents to which the KTTT Housing Authority is a party. In no case shall any such recovery exceed the assets of the KTTT Housing Authority.

- (c) Any consent to suit may be limited to the court or courts in which suit may be brought, to the matters that may be made the subject of the suit and to the assets or revenues of the KTTT Housing Authority against which any judgment may be executed.

- (d) Any immunity conferred on the KTTT Housing Authority under this Charter shall not extend, nor be construed to extend, to any action, suit, or judicial proceeding brought or prosecuted by the Tribe.

- (e) Consent to suit by KTTT Housing Authority shall in no way extend to an action against the Tribe, nor shall a consent to suit by KTTT Housing Authority in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe. The Tribe shall not be liable for the payment or performance of any of the obligations of KTTT Housing Authority, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of KTTT Housing Authority.

3. KTTT Housing Authority shall have the following powers which it may exercise consistent with the purposes for which it is established:

- (a) To adopt and use a corporate seal.
- (b) Always under advise of legal counsel, to enter into agreements, contracts and understandings with any governmental agency, Federal, state or local (including the Council), or with any person, partnership, corporation or Indian tribe; and to agree to any conditions attached to Federal financial assistance.
- (c) To obligate itself, in any contract with the Federal government to convey to the Federal government possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the Covenants or conditions to which KTTT Housing Authority is subject; and such contract may further provide that in case of such conveyance, the Federal government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract: Provided, that the contract requires that, as soon as practicable after the Federal government is satisfied that all defaults with respect to the project have been cured and that the project will thereafter be operated in accordance with the terms of the contract, the Federal government shall re-convey to KTTT Housing Authority the project as then constituted.
- (d) To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same.
- (e) To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article VII of this Ordinance.
- (f) To pledge the assets and receipts of KTTT Housing Authority as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.
- (g) To purchase land or interest in land or take the same by gift; to lease land or interests in land to the extent provided by law.
- (h) To undertake and carry out studies and analyses of housing needs, to prepare housing plans, to execute within the Area of Operation the same, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any project or any part thereof.
- (i) With respect to any dwellings, accommodations, lands, buildings, facilities or any project (including individual cooperative or condominium units): to lease or rent, sell, enter into lease-purchase agreements or leases with option to

purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants, homebuyers or grantee, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this ordinance.

- (j) To finance the purchase of a home by an eligible homebuyer or grantee and to enter into mortgages and leasehold agreements.
- (k) To terminate any lease or rental agreement or lease-purchase agreement when the tenant, homebuyer or grantee has violated the terms of such agreement, or failed to meet any of its obligations there under, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant, homebuyer, grantee or foreclosure against an owner/borrower.
- (l) To establish income limits for admission on assistance.
- (m) To purchase insurance from any stock or mutual company for any property or against any risk or hazards.
- (n) To carefully and prudently invest such funds as are not required for immediate disbursement.
- (o) To establish and maintain such bank accounts as may be necessary or convenient.
- (p) To employ a chief executive officer, technical and maintenance personnel and such other officers and employees, permanent or temporary, as KTTT Housing Authority may require; and to delegate to such officers and employees such powers or duties as the Board shall deem proper.
- (q) To take such other actions and exercise such other powers that are engaged in by public corporations of this character as the Board may deem necessary and desirable to effectuate the purposes of KTTT Housing Authority.
- (r) To adopt such bylaws and policies as the Board deems necessary and appropriate.

4. It is the purpose and intent of this ordinance to authorize KTTT Housing Authority to do any and all things necessary or desirable to secure the financial aid or cooperation from non-profits, for-profits, and governmental entities to undertake, construct, maintain, operate or assist housing.
5. No other ordinance or enactment of the Tribe with respect to the powers or procedures of KTTT Housing Authority shall apply unless this Charter is modified to reflect those requirements or unless the other tribal ordinances specifically make reference to KTTT Housing Authority.

#### 23.7 OBLIGATIONS:

1. KTTT Housing Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. KTTT Housing Authority may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable: (a) exclusively from the income and revenues of the project finances with the proceeds of such obligations, or with such income and revenues together with grants from the Federal government in aid of such project; (b) exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations; or (c) from its revenues generally. Any of such obligations may be additionally secured by a pledge of any revenues of any project or other property of KTTT Housing Authority.
2. Neither the Commissioners of KTTT Housing Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.
3. The notes and other obligations of KTTT Housing Authority shall not be a debt of the Tribe and the obligations shall so state on their face.
4. Obligations of KTTT Housing Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, may be exempt from taxes imposed by the Tribe. The tax exemption provisions of this ordinance may be considered part of the security for the repayment of obligations and shall constitute, by virtue of this ordinance and without necessity of being restated in the obligations, a contract between (a) KTTT Housing Authority and the Tribe, and (b) the holders of obligations and each of them, including all transferees of the obligations from time to time.
5. Obligations shall be issued and sold in the following manner:
  - (a) Obligations of KTTT Housing Authority shall be authorized by a resolution adopted by the vote of the majority of the Board and may be issued in one or more series.

- (b) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank of priority, to be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.
  - (c) In case any of the Commissioners of KTTT Housing Authority whose signatures appear on any obligations cease to be Commissioners before the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the Commissioners had remained in office until delivery.
6. In connection with the issuance of obligations and to secure the payment of such obligations, KTTT Housing Authority, subject to the limitations in this ordinance, may:
- (a) Pledge all or any part of its gross or net rents, fees or revenue to which its right then exists or may thereafter come into existence.
  - (b) Provide for the powers and duties of obligees and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenant or rights securing or relating to the obligations.
  - (c) Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenue or property.
  - (d) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.
  - (e) Covenant as to what other or additional debts or obligations may be incurred by it.
  - (f) Covenant as to the obligations to be issued and as to the issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof.
  - (g) Provide for the replacement of lost, destroyed or mutilated obligations.
  - (h) Covenant against extending the time for the payment of its obligations or interest thereon.

- (i) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.
- (j) Covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.
- (k) Create or authorize the creation of special funds for monies held for construction or operation of debt service, reserves or other purposes, and covenant as to the use and disposition of the monies held in such funds.
- (l) Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given.
- (m) Covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance monies.
- (n) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.
- (o) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.
- (p) Vest in any obligees or any proportion of them the right to enforce the payment of the obligations of any covenants securing or relating to the obligations.
- (q) Exercise all or any part or combination of the powers granted in this section.

23.8 COOPERATION IN CONNECTION WITH PROJECTS AND OTHER ASSISTED HOUSING:

1. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:
  - (a) It will not levy or impose any real or personal property taxes or special assessments upon KTTT Housing Authority or any properties owned by KTTT

Housing Authority; furthermore the Tribe may also agree to exempt other housing assisted or financed by KTTT Housing Authority.

- (b) It will furnish or cause to be furnished to KTTT Housing Authority, its projects and any assisted housing, all services and facilities of the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.
- (c) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects and other assisted housing.
- (d) The Tribe hereby declares that the powers of the Tribal government shall be utilized to enforce eviction or foreclosure of a tenant, owner, homebuyer or grantee of KTTT Housing Authority assisted housing for nonpayment or other contract violations including action through the appropriate courts.
- (e) The Tribal Courts shall have jurisdiction to hear and determine an action for eviction or foreclosure of a tenant, owner, homebuyer or grantee of KTTT Housing Authority assisted housing. The Tribal government hereby declares that the powers of the Tribal courts shall be utilized to enforce eviction or foreclosure of a tenant, owner, homebuyer or grantee for nonpayment or other contract or mortgage violations.

#### 23.9 MISCELLANEOUS:

1. Each project developed or operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.
2. KTTT Housing Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.
3. The properties owned by KTTT Housing Authority are declared to be public property used for essential public and governmental purposes and such property and KTTT Housing Authority are exempt from all taxes and special assessments of the Tribe.
4. All property is owned by KTTT Housing Authority pursuant to this Ordinance except where expressly, unequivocally and in writing agreed to otherwise by KTTT Housing Authority Board, shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against KTTT Housing Authority be a charge or lien upon or limit the right


of obligees to pursue any remedies for the enforcement of any pledge or lien given by KTTT Housing Authority on its rents, fees or revenues or the right of KTTT Housing Authority to bring eviction and foreclosure actions in accordance with Article VIII (1)(e).

5. Any amendment to this Charter shall only be made by the Traditional Tribal Council.

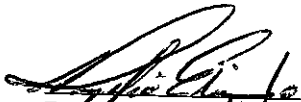
**READ, PASSED, APPROVED AND ENACTED** at a duly called Tribal Council meeting on this 18<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Juan Garza, Jr., Council Chairman


3/18/10  
Date

  
\_\_\_\_\_  
Jesus Anico, Council Secretary

03/18/10  
Date

  
\_\_\_\_\_  
Rogelio Elizondo, Council Treasurer

3/18/10  
Date

  
\_\_\_\_\_  
David J. Gonzalez, Council Member

3,18,10  
Date

  
\_\_\_\_\_  
Nanate Hernandez, Council Member

Date 3/18.10