

CHAPTER 1 GENERAL PROVISIONS

101. SHORT TITLE

This Code shall be known as the "Housing Code".

102. DEFINITIONS

As used in this Code, the following words will have the meanings given them in this section unless the context clearly requires otherwise:

- A. "Action, suit or lawsuit, claim, complaint or defense" means any dispute between persons or entities which relates to the sale, rental, use or occupancy of any dwelling unit, including claims for the payment of monies for such dwelling unit, damages to such units, condition of such units or the relationship between owners and occupiers of such units, including the right to occupy them.
- B. "Adult person" means any person eighteen (18) years of age or older.
- C. "Borrower/Mortgagor" means the Nation, the Housing Entity, or any individual Indian or any heir, successor, executor, administrator, or assign of the Nation or such Indian or non-Indian who has executed a Mortgage, Leasehold Mortgage or Use Mortgage, as those terms are defined in this Code.
- D. "Building" means a structure, and any appurtenances or additions thereto, designed for habitation, shelter, storage and the like.
- E. "Building codes or housing codes" mean any law, ordinance, regulation, or policy of the Nation which deals with fitness for habitation, health conditions, or the safety, construction, maintenance, operation, occupancy, use, or appearance of any dwelling unit.
- F. "Court" means the Oneida Nation Court.
- G. "Court Clerk" means the Clerk of the Oneida Nation Court. The Court Clerk is the person designated by the Nation to perform the recording functions required by this Code or any deputy or designee of such person.
- H. "Distribution Proceeds" mean any grant of money by the Nation to its members from the revenues of Nation businesses other than gaming under the Indian Gaming Regulatory Act.

- I. "Dwelling unit" means a house or other building or any portion thereof, which are rented, leased, permitted or otherwise used as a residence or sleeping place by any person, not including public transient accommodations, such as hotel rooms.
- J. "Ground Lease" means a written agreement, including rules and regulations, regarding the terms and conditions of the use and occupancy of land located in a designated area.
- K. "Guest" means any person, other than the Homeowner, owner or tenant, in or around a dwelling unit with the permission and consent of the Homeowner, owner or tenant.
- L. "He/His" means the masculine as well as the feminine gender and the singular includes the plural.
- M. "Homeowner" means a person who has the right pursuant to a valid Use Rights and Homeowner Agreement to use and occupy a Home.
- N. "Home" means a dwelling unit located on Nation land that is used as a principal residence.
- O. "House Trailer" means any enclosed building or structure built on a chassis and at any time mounted on wheels.
- P. "Housing Entity" means the Oneida Housing Corporation, established by Nation Ordinance 0-97-03, its predecessors, its successors or any other entity or agency established by the Nation for the purpose of developing, or overseeing dwelling units within the territorial jurisdiction of the Nation.
- Q. "Landlord" means the Nation, the Housing Entity, a person, an entity or government agency which is the owner, lessor, or sublessor of a dwelling unit intended for the use of tenants.
- R. "Leasehold Mortgage" means the mortgage of a Ground Lease given to secure a loan, and may be created under the auspices of any federal agency homebuyer program, programs administered by the Housing Entity, or any other agreement entered between a Borrower/Mortgagor and a Lender/Mortgagee.
- S. "Lender designated assignee" means any Lender, as defined in this Code, who may receive an assignment or transfer of an interest in a Mortgage or Lease and/or Leasehold Mortgage. A Lender must seek written approval from the Nation of a proposed Lender designated assignee any time prior to such assignment, transfer or assumption, except where the U.S. government and federal agencies guaranteeing or insuring the Mortgage or Leasehold Mortgage acts as the Lender designated assignee.

- T. “Lender/Mortgagee” or “Lender” means any private lending institution established to primarily loan funds and not to invest in or purchase properties; the Nation; the Housing Entity; a U.S. government agency which loans money, guarantees or insures loan to a Borrower for construction, acquisition, or rehabilitation of a dwelling unit.
- U. “Lessor” means the Nation or any legal, beneficial, or suitable owner of property under a Ground Lease, including the heir, successor, executor, administrator, or assign of the lessor.
- V. “Lessee” means any person who uses and/or occupies real property under a Ground Lease. The lessee may, for purposes of federal agency home mortgage programs, be the Housing Entity.
- W. “Mortgage” means a lien as is commonly given to secure advances on, or the unpaid purchase price of a building or land, or the use of such building or land and may refer both to a security instrument creating a lien, whether called a mortgage, Leasehold Mortgage, Use Mortgage, deed of trust, security deed, or other term, as well as the credit instrument, or note, secured thereby.
- X. “Mortgage foreclosure proceeding” means a proceeding in the Court:
1. To foreclose the interest of a Borrower/Mortgagor, and each person or entity claiming through the Borrower/Mortgagor, in real property, or a building, or in the case of a Leasehold Mortgage, a Lease for which a Mortgage has been given under a home purchase program of any governmental agency, or in the case of a Use Mortgage, a Use Rights and Homeowner Agreement for which a Mortgage has been given under a loan program of the Nation; and
 2. To assign, where appropriate, the Borrower/Mortgagor’s interest to a designated assignee.
- Y. “Mortgagor/Borrower” - see Borrower/Mortgagor.
- Z. “Mortgagee/Lender” - see Lender/Mortgagee.
- AA. “Nation” means Oneida Indian Nation and its authorized representatives and agents.
- AB. “Native American” or “Indian” means any person recognized as being a Native American or Indian or Alaska Native by any Indian Nation, or by the government of the United States.
- AC. “Nuisance” means maintenance or allowance on real property of a condition which unreasonably threatens the health or safety of the public or neighboring

persons or unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of the property.

- AD. "Person" means the Nation, its agents, including the Housing Entity, or any individual, or other organization or entity. "Person" includes persons unless the context in which "person" is used requires otherwise.
- AE. "Premises" means a dwelling unit and, where applicable, the structure of which it is a part, and all facilities and areas connected with it, including grounds, common areas, and facilities intended for the use of tenants or Homeowners.
- AF. "Purchaser" means any person who is eligible to buy the right to enter into a Use Rights and Homeowner Agreement for a Home and who does so.
- AG. "Rent" means all payments to be made to a landlord or lessor under a lease.
- AH. "Rental Agreement" means a written agreement including valid rules and regulations, regarding the terms and conditions of the use and occupancy of dwelling units, buildings, or premises including lease-to-purchase agreements such as the Mutual Help Occupancy Agreement.
- AI. "Subordinate lienholder" means the holder of any lien, including a subsequent mortgage, perfected subsequent to the recording of a mortgage under this Code, except the Nation shall not be considered a subordinate lienholder with respect to any claim regarding a Nation tax on real property.
- AJ. "Tenant" means any person entitled under a rental agreement or Lease to use or occupy a dwelling unit or premises, including a homebuyer under any federal lease-to-purchase programs such as the Mutual Help Program.
- AK. "Territorial jurisdiction" means all lands possessed, occupied or held by or for the Nation within the exterior boundaries of the reservation recognized by the 1794 Treaty of Canandaigua between the Nation and the United States of America.
- AL. "Use Mortgage" means a lien on the Homeowner's interest in a Use Rights and Homeowner Agreement.

103. APPLICABILITY

- A. This Code shall apply to any and all arrangements, formal or informal, written or oral or by the practice of the parties, in selling, buying, renting, leasing, occupying, or using any and all housing, dwellings, building or premises for human occupation and residence. This Code shall also apply to any and all mortgages, leasehold mortgages, Use Mortgages, and agreements to secure an interest in real property, premises, a building or a dwelling unit, or the use thereof.

- B. The following arrangements are not governed by this Code:
1. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service; or
 2. Occupancy in a hotel, motel, or other commercial lodging.

104. JURISDICTION

- A. Jurisdiction is extended over all buildings and lands intended for human dwelling, occupation or residence which may lie within the territorial jurisdiction of the Nation.
- B. Jurisdiction is extended over all persons or entities within the territorial jurisdiction of the Nation who sell, rent, lease, or allow persons to occupy any dwelling, building or premises for the purpose of human dwelling, occupation, or residence, and all persons who buy, rent, lease, or occupy any such dwelling, building, or premises. Jurisdiction is extended over all persons or entities within the territorial jurisdiction of the Nation who lease, mortgage, or otherwise secure an interest in a building, premises, or real property or in the use thereof. Such personal jurisdiction is extended over all persons and entities, whether or not they are members of the Nation, whether or not they are Native American, and whether or not they have a place of business within the territorial jurisdiction of the Nation. Any act dealing with the subject matter of this Code shall be subject to the exclusive jurisdiction of the Nation.
- C. Jurisdiction over all matters arising within the jurisdiction of the Nation with respect to the subjects of this Code, and jurisdiction with respect to any person or entity acting or causing actions which arise under this Code shall be exercised by the Oneida Nation Court.

105. PURPOSES AND INTERPRETATION

This Code shall be interpreted and construed to fulfill the following purposes:

- A. To simplify the law governing the use and occupation of dwelling units, buildings, premises, or real property for primarily residential use and to protect the rights of Homeowners, landlords, and tenants.
- B. To preserve the peace, harmony, safety, health and general welfare of the people of the Nation and those permitted to enter or reside within the territorial jurisdiction of the Nation.
- C. To avail the Nation, Nation entities, and Nation members of financing for the construction, rehabilitation and/or purchase of family residences on land within

the jurisdiction of the Nation by prescribing procedures for the recording, priority and foreclosure of mortgages given to secure loans made by or through any government agency or private lending institution.

- D. To establish laws and procedures which are necessary in order to obtain federal, state, or private funding for Nation housing programs or loan guarantees for private or Nation housing construction, purchase, or renovation.

106. RELATION TO OTHER LAWS

To the extent that this Code may conflict with Nation laws or ordinances which have been enacted to comply with statutes or regulations of any agency of the United States, such Nation laws or ordinances shall govern over the provisions of this Code if such laws or ordinances have specific applicability and they are clearly in conflict with the provisions of this Code.