

Squamish Nation
Hiyám Home Loan Program (HHLP)

Effective Date: June 24, 2021

| Statement of Policy and Procedure | |
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| Policy No. | |
| Department Ownership | |
| Issue/Effective Date | |

SQUAMISH NATION

Hiyám Home Loan Policy

Approved by Squamish Nation Council on June 24, 2021

Approved by Hiyám Housing Board on June 23, 2021

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1. Background and Purpose of the Policy

The Council of the Squamish Nation (the "**Nation**") have approved this Hiyám Home Loan Policy ("**Program**" or "**Policy**") to guide the delivery and administration of Guarantees for Home Loan assistance to Qualifying Nation Members to construct a new Home or purchase an existing Home on Reserve.

The purpose of the Policy for the Nation is to provide Members with shelter that meets health, safety and structural standards and to provide Home loan assistance to Nation Members in a fair and equitable manner which will benefit the Community as a whole.

1.1. The Policy applies to Loans subject to the following criteria and process:

- (a) The Nation will guarantee up to a maximum determined by the Nation per Applicant in Loan principle by issuing a Loan Guarantee in favour of the Bank.
- (b) The Nation shall Guarantee a Loan through the Program for only one primary residence for each Member.
- (c) Members interested in obtaining a Home loan shall submit an Application to the Nation's Housing Society.
- (d) The Nation's Housing Society will create policies and procedures to review the Applications and determine whether such Applicant is eligible for conditional approval.
- (e) Qualifying Nation Members that receive conditional approval from the Housing Society may apply to a Bank approved by the Housing Society for a loan to obtain funds to build or purchase a Home on the Nation reserve lands.
- (f) Members that receive conditional approval shall meet the Bank's loan eligibility requirements.
- (g) Qualifying Nation Members are eligible to apply for and obtain only one Loan at any time under the Program.
- (h) The Homeowner will make Loan Payments to the Bank to repay the Loan, and is responsible for maintenance, repairs, insurance and all other costs associated with the Home; and,
- (i) Financial assistance for Home loans may be provided to Qualifying Nation Members in the form of a grants financed with contributions provided to the Nation by Indigenous Services Canada in its sole discretion.

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2. Objectives

2.1. The objectives of the Program are to:

- (a) Address the need and demand for adequate housing by allocating to Members Home loan assistance in an equitable, transparent and accountable manner.
- (b) Protect and enhance the Nation's investment in housing.
- (c) Share the responsibility for housing between the Nation and Members; and
- (d) Promote Home pride and responsibility.

2.2. Priorities within the objectives are established by Council in consultation with and/or upon the recommendation of the Housing Society.

3. Definitions

3.1. The following capitalized terms, and any capitalized term used herein, have the meanings ascribed to them:

- a. **"Appeal"** means an option for Applicants who wish to appeal any decision made under this Policy. The appeal process provides for a review of information and verification that decisions made followed the Policy and Community housing goals and priorities.
- b. **"Applicable Laws"** means the latest edition of the *British Columbia Building Code*; CSA Standard Z-240 for mobile homes, CSA Standard A-277 for manufactured homes; Nation Council by-laws specifying building or other standards; CMHC standards; applicable environmental protection legislation, including without limitation the Water Sustainability Act and Environmental Management Act, and any regulations made thereunder; and any other by laws codes and regulation applicable to the construction, installation or servicing of a Home or Property.
- c. **"Applicant"** means a Member that has applied for a Loan under this Policy.
- d. **"Arrears"** means Loan Payments owed to the Bank that are late or overdue, or as the context demands, any amount lawfully due and payable by a person to another person.
- e. **"Bank"** means the financial institution(s) approved by Squamish Nation to provide a Loan in respect of Member's building a new Home or buying an existing Home on Squamish Nation reserve in accordance with this Policy. Squamish Nation need not designate Banks with a band council resolution.
- f. **"Certificate of Possession"** means a certificate of possession issued by the Minister of Indigenous Services Canada as evidence of the Member's right to possession of the land within Squamish Nation reserve lands issued in accordance with section 20(2) of the *Indian Act* (Canada), RSC 1985, c.I-5. No Member is lawfully in possession of land in Squamish

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Nation unless, with the approval of the Minister, possession of the land has been allotted to him/her by the Council of Squamish Nation.

g. "**Community**" means the Members, and family, friend and invitees of Members, and other persons living on Nation reserve land that are affected by decisions of the Nation respecting land use.

h. "**Complete**" or "**complete**" in relation to a Home means a house that is finished on the exterior and interior; has working plumbing, wiring proper sewage disposal, a completed roof, all exterior doors and windows installed, proper insulation, permanent foundation, adequate heating and which has been built to meet or exceed current local building standards or any Nation By-Law made subsequent to the adoption of this Hiyám Home Loan Policy specifying the standards to which buildings are to be built.

i. "**Council**" means the lawfully elected Squamish Nation Council.

j. "**CSA**" means Canadian Standards Association.

k. "**Custom Lot**" has the meaning given to it in the Housing Policy.

l. "**Eviction**" means the legal process taken by the Nation to terminate the Homeowner's right to own and occupy the housing Home, usually due to default.

m. "**Guarantee**" means the signed agreement between the Bank and the Squamish Nation that confirms the terms and conditions of the Guarantee

n. "**Home**" means a single-detached home, coach house, or duplex, each of which may contain a secondary suite, occupied by a Nation Member and be located on Nation reserve lands subject to a Certificate of Possession or Custom lot.

o. "**Homeowner**" means a successful Applicant that has received a Guarantee hereunder and obtained a Loan. Notwithstanding the definition of Homeowner used herein, no successful Applicant obtains a legal ownership interest in the Home or land upon which the Home is located.

p. "**Housing Application and Appeals Panels**" or "**Appeals Panel**" means the committee of the Housing Society Board established and operated by the Housing Society in accordance with its documents, policies and procedures.

q. "**Housing Policy**" means the Squamish Nation Housing Policy approved October 10, 2001, revised effective April 1, 2006 and as further revised from time to time.

r. "**Housing Society**" means Hiyám ta Skwxwú7mesh Housing Society or such other society, association, foundation or non-profit corporation controlled by the Nation for the purpose of delivering certain Nation housing policies and objectives as determined by Council.

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- s. "**Housing Society Board**" means the board of directors of the Housing Society duly elected in accordance with the Housing Society's constitution and bylaws and the *Societies Act* (British Columbia).
- t. "**Insurance Binder**" means a temporary proof of insurance that will "bind" or cover a person until a formal policy is issued. The binder confirms the name of the insured, the dollar limit of coverage, what is being covered, and company issuing the insurance. The beginning date of the insurance is included.
- u. "**ISC**" means Indigenous Services Canada
- v. "**Loan**" means a loan from a Bank to a Member for construction or purchase of a Home on Nation reserve lands, obtained by a Member and Guaranteed by the Nation in accordance with this Policy.
- w. "**Loan Payment(s)**" means the amount paid or required to be paid by a Homeowner to the Bank to repay the Loan.
- x. "**Loan Guarantee**" or "**Guarantee**" means a Squamish Nation Council Resolution which is used as security for the Loan. In the event of default by the Homeowner, Squamish Nation may repay the Loan and take back occupancy of the Home.
- y. "**Member**" means an individual who is a registered member of the Squamish Nation under the Squamish Nation's Membership Code.
- z. "**Qualified Contractor**" means a person or firm that meets the contractor qualification as described in this Policy.
- aa. "**Qualifying Nation Member**" means a Member that meets the eligibility criteria for housing assistance under this Policy.
- bb. "**Right of First Refusal**" means a clause in the Nation's right to acquire an interest in the Home as set out in this Policy and the Terms of Nation Guarantee Agreement and a clause in the Guarantee that requires the Homeowner to notify the Nation if they intend to sell the Home so that the Nation can consider whether it wishes to purchase the Home.
- cc. "**Squamish Nation**" or "**Nation**" means the Squamish Nation and recognized as the Squamish Indian Band.

3.2. Defined Terms

Defined terms are capitalized for the ease of reference. Capitalized terms used in the recitals hereto have the definitions provided in section 3.1.

3.3. Interest

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Without limiting the generality of the foregoing, and notwithstanding any term hereof, the words 'ownership', 'mortgage' or other words suggesting a real property interest, nothing herein will be construed to grant or confirm that any Applicant or Bank obtain or have the right to obtain a real property interest in a Property or Home.

3.4. Parts to this Policy

The parts of this Policy are Articles and sections. Unless stated otherwise, any reference in this Agreement to an Article or section means the appropriate part of this Agreement.

3.5. Headings

All headings in this Policy have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Policy or any of its provisions.

3.6. Extended Meanings

A word in the singular form may be read in the plural form if the context allows it and a word in the plural form may be read in the singular form if the context allows it. A word expressed in the masculine gender may be read as feminine gender or neutral gender depending on the context.

3.7. Including

The words "include", "includes" and "including" are to be read as if they are followed by the phrase "without limitation".

3.8. Amendments

Any reference to a statute or law means that statute or law, and any regulations made under it, all as amended, replaced, enacted or re-enacted from time to time. Any reference to an agreement includes any amendments or assignments to such agreement.

4. Policy Administration and Implementation

4.1. This Policy applies to all Qualifying Nation Members that wish to apply for a Guarantee in respect of a Loan to construct or purchase a Home.

4.2. The Housing Society will carry out the day-to-day administration and implementation of this Policy.

4.3. The Housing Society will prepare all submissions under the Program for review by the Housing Application and Appeals Panel.

4.4. The Housing Society Board will, unless otherwise noted, have the final decision-making authority for all decisions made under the Policy. The allotment of Custom Lots will be done according to the policies of the Squamish Nation and the Squamish Nation's Community Plan.

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5. Amendments to the Hiyám Home Loan Policy

- 5.1. Where amendments to this Policy are necessary or advisable in the Housing Society's reasonable opinion, the Housing Society may present proposed amendments to this Policy to Council for approval.
- 5.2. Proposed amendments will be added to the agenda at the next feasible Council meeting, posted publicly at the Nation office for 30 days, and published in the Community newsletter to allow reasonable opportunity for Member input.
- 5.3. Council may consult with the Housing Society and/or Members to discuss the nature of any such proposed Policy amendments. The decision of Council will be final.
- 5.4. Where a proposed amendment to the Policy is approved by Council, the decision of Council will be dated, documented by Nation Council Resolution and the Policy amended. Amendments take effect the date they are approved by Nation Council Resolution.
- 5.5. Once given final approval, the Policy amendment(s) will be posted at the Squamish Nation's Main Office for 30 days, to the Squamish Nation website, and will be published in the Community newsletter.

6. Roles and Responsibilities

6.1. Nation Members

- (a) All Members are encouraged to contribute their views on existing and future housing programs and services.
- (b) Members are encouraged to support implementation and enforcement of the Hiyám Home Loan Policy approved by Council.

6.2. Council

- (a) Council recognizes and accepts its duties and responsibilities in relation to effective governance of all affairs relating to the Squamish Nation.
- (b) Council may delegate certain aspects of the Policy to other persons.
- (c) Council will provide the Bank with a BCR in support of the Applicants "right to use" land.
- (d) At the beginning of each fiscal year, Council will provide the Housing Society with the aggregate annual maximum for Guarantees and Maximum Guarantee, as defined below.
- (e) At the beginning of each fiscal year, the Planning and Capital Projects department will provide the Housing Society with information as to what land is available for Member purchase.
- (f) Council will review and approve the Housing Society's annual budget for Policy administration.
- (g) Council will approve have final decision-making authority for all types of land allocations.

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(h) Council will review and approve policy amendments as requested by the Housing Society.

(i) Following Council's approval of new policies, Council and/or the Housing Society have the responsibility to ensure opportunities are made available to Members to learn of the new housing policies and how they are to be implemented and enforced.

6.3. Housing Society

(a) Will administer all aspects of the Hiyám Home Loan Policy

(b) Create procedures to facilitate administration of the Policy. The Housing Society will work with Nation departments to co-develop a protocol agreement to enable efficient administration of the Policy.

(c) Review requests for Home loan assistance and submit Applications from Qualifying Nation Members to the Housing Application and Appeals Panel for review and recommendation to Council.

(d) Recommend changes in policy to Council as needed; and to review the Hiyám Home Loan Program goals and priorities annually.

(e) Annually review the Policy and protocol agreement with Nation departments and make updates as required.

(f) Maintain an up-to-date list of all Applications for Home loan assistance and the status of such Applications.

(g) Monitor the effectiveness of the Hiyám Home Loan Program and Policy.

(h) Prepare annual budget requests for the approval of Council.

(i) Prepare an annual report for Council that includes an audited financial statement.

6.4. Squamish Nation Administration

(a) Co-develop a protocol agreement with the Housing Society to enable efficient administration of the Policy.

(b) Develop and provide a Home maintenance program for all Homeowners.

6.5. Homeowner

(a) Will meet the conditions of their Loan including making regular Loan Payments and signing the Squamish Nation Hiyám Home Loan Program repayment of monies owed document (refer to Appendix A which contains the forms).

(b) Will carry out their responsibilities as Homeowners in Squamish Nation which include, but are not limited to, completing all required maintenance and repairs, paying utility and service costs,

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keeping the property free of health and safety hazards and, providing property and other insurance as required by the Bank and the Squamish Nation.

7. Appeals

7.1. Grounds for an Appeal

An Applicant or Homeowner may Appeal a decision made under this Policy ("**Decision**") on one or more of the following grounds ("**Grounds**"):

- (a) The Policy was not applied which adversely impacted the outcome of the decision being appealed.
- (b) There was a lack of procedural fairness which adversely impacted the division being appealed (i.e., a procedural error, improper investigation, or lack of required communication).
- (c) New information has come to light rendering the Decision unreasonable in light of the new information presented.
- (d) The Policy is patently unreasonable (i.e., the policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

7.2. Lodging the Appeal

(a) An Applicant or Homeowner that wishes to Appeal a Decision made under this Policy will submit their Appeal in writing to the Housing Society within ten (10) working days of having been advised of by the Housing Society the Decision under this Policy.

(b) The Appeal will include ("**Appeal Package**"):

- (i) a detailed description of the Decision being appealed.
- (ii) a brief statement of the Ground(s).
- (iii) the full name, address and contact information of the Applicant or Homeowner;
- (iv) will be signed by the Applicant or Homeowner and dated; and
- (v) submit relevant evidence and other documents;

Evidence can be any type of proof presented in support of a claim, including written documents, such as, the agreement, letters, emails, receipts, pictures and the sworn or unsworn statements of the witnesses, photographs, video recordings or audio recordings and oral statements of the parties or witnesses.

(c) The Housing Society will acknowledge receipt of the appeal, in writing, within ten (10) working days of receipt of the appeal and will confirm the anticipated date of the appeal review by the Housing Appeal panel.

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(d) The filing fee for an Application for Appeals is \$100.00 payable to the Housing Society. If the person is low income or have extraordinary expenses that would make paying the filing fee a hardship, they may qualify for a fee waiver from the Housing Society.

(e) The Applicant or Homeowner must serve evidence filed with the Application with the Appeal Package. Other evidence must be served as soon as possible, and not less than 10 business days before the Appeal date. The Housing Society may dismiss the claim or choose to not consider documents that have been served late or improperly.

7.3. Review of the Appeal

- (a) All Appeals received by the Housing Society will be reviewed by an Appeals Panel established by the Housing Society Board.
- (b) As soon as reasonably possible following receipt of an Appeal and all required information and documents related thereto in accordance with section 6.2, the Housing Society will deliver the subject Appeal Package to the Appeals Panel.
- (c) The Appeals Panel will meet no less than 30 days following receipt of the Appeal Package to review, discuss and ultimately decide respecting the Appeal ("**Appeal Review Meeting**"). If the Appeals Panel reasonably require retention of external advisors or for any other reason, such meeting may be adjourned for a reasonable period of time to permit the engagement of such third-party advisors or other reason. Any subsequent meeting respecting the Appeal resulting from such adjournment will constitute an Appeal Review Meeting. The Appeals Panel may request a verbal presentation from the Housing Society and/or the Applicant or Homeowner summarizing the Appeal.
- (d) In considering the Appeal, the Appeals Panel shall decide whether the decision being appealed was made according to the Hiyám Home Loan Program Policy, without bias or favoritism and without error in interpretation of the Hiyám Home Loan Program or, the Housing Societies related policies and procedures.

7.4. Appeal Decision

- (a) The Appeals Panel may, after consideration of all the information presented during the Appeal review process ("**Appeal Decision**"):
 - (i) Confirm that the decision being appealed has been revised in favour of the Applicant or Homeowner; or
 - (ii) Confirm that the Hiyám Home Loan Policy was followed and that there are no reasonable grounds for an appeal.
- (b) The Appeals Panel shall provide, in writing and in reasonable detail, its appeal decision to the Housing Society.

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- (c) The Housing Society will, within ten (10) working days of the Appeal Review Meeting, respond in writing to the Applicant or Homeowner setting out in reasonable detail the decision regarding the appeal.
- (d) The Housing Society will act as advised by the Appeals Panel regarding the Appeal and the decision is final and binding.
- (e) Where the Application and Appeals Panel has confirmed that the decision being appealed has been revised in favour of the Applicant or Homeowner and where the appeal is based on the grounds that the policy is patently unreasonable, the Appeals Panel shall direct the Housing Society staff to make amendments to the Hiyám Home Loan Program in the matter of the decision being appealed. Amendments shall be subject to final approval by Council.

8. Mediation and Arbitration

8.1. Applicant or Homeowner (hereinafter referred to jointly with the Housing Society as “the parties”) can apply for further dispute resolution if they cannot resolve the matter at the Appeals Panel level. The decision made after mediation or arbitration is final and binding.

8.2. Within ten (10) working days after the Applicant or Homeowner receives notice of the Appeal Decision, the parties may submit by writing to the Housing Society Board of Directors, a notice to submit the Appeal Decision to mediation or arbitration. The Board will review and approval the Appeal Decision to move to mediation or arbitration. Sending a written notice with the outcome to all parties within ten (10) working days.

8.3. The Board of Directors of the Society may call in a committee of Members or advisors, to assist with the dispute resolution and appeals process. The committee may review the case and find the Applicant or Homeowner Community supports to help them through the appeals process. This committee review must happen within the timeline stated section in 8.2.

8.4. The parties will share equally any costs of such mediation or arbitration, however, if a party is deemed responsible or at fault, that party may have to cover all cost and fees incurred with the mediation or arbitration.

8.5. The parties will appoint jointly a mutually acceptable mediator or arbitrator. If the parties have not after seven (7) working days of the conclusion of the negotiation period been able to agree upon a mutually acceptable mediator, the parties shall seek assistance from the British Columbia International Commercial Arbitration Centre. If after seeking such assistance the parties continue to be unable to select a mutually acceptable mediator, the parties shall request the British Columbia International Commercial Arbitration Centre to appoint a mediator.

8.6. If a mediator or arbitrator is appointed the parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following the appointment of the mediator, or for such further period that the parties may agree.

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8.7. An arbitrator or mediator will base their decision on the facts specific to each case, information presented by both parties and law and legal precedent.

8.8. Both parties are responsible for providing copies of all evidence. The arbitrator or mediator may or may not consider evidence that is not served properly. If evidence cannot be served in a timely manner because of something out of a party's control, then evidence must be served so that others have as much time as possible before the hearing.

8.9. If the parties are not successful in resolving the dispute through mediation then the parties agree that the dispute will be settled by arbitration in accordance with the Commercial Arbitration Act, RSBC 1996, Chapter 55.

8.10. The decision of arbitrator shall be final and binding and will not be subject to appeal on a question of fact, law, or mixed fact and law. An arbitrator's decision can only be overturned if a review hearing has been granted and the new arbitrator comes to a different conclusion or on judicial review by the Supreme Court of British Columbia.

8.11. Neither the initiation by either party of the mediation and arbitration nor the participation by the parties in the mediation and arbitration process and proceedings will have the effect of suspending or rendering inoperative any provision of any agreement between the parties.

9. Maximum Loan Amount & Amortization Period

Applications for the Hiyám Home Loan Program are processed on a first-come, first-served basis and will be approved subject to funding availability based on the amount allocated by Council in the annual budget.

9.1. Maximum Loan Amount

(a) The maximum amount that will be covered by Squamish Nation through a Guarantee may be set by the Nation periodically by resolution ("**Maximum Guarantee**"). The Nation may also determine a minimum Loan amount ("**Minimum Loan**"), meaning that any Applicant must apply and be approved for a Loan at or above this amount, periodically.

(b) Where an Applicant wishes to construct or purchase a Home on Nation reserve lands and requires more than the Maximum Guarantee, such Applicant is responsible to obtain the additional funds from their own sources.

(c) Notwithstanding the foregoing, if a number of Qualifying Nation Members wish to pool their resources to build a shared home, such as a multi-family unit, such Qualifying Nation Members may apply to Hiyám for an exemption to the Maximum Guarantee.

9.2. Maximum Amortization Period

(a) The maximum amortization period for a Loan respecting a newly constructed Home, or for the construction of a new Home will be 25 years.

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(b) The maximum amortization period for a Loan respecting the purchase of an existing Home will be the lesser of the remaining useful life of such Home, as determined by a real estate professional (appraiser, Home inspector) who is certified to make such determinations, or 25 years.

10. Eligibility Criteria

10.1. To be eligible for this program, an Applicant will meet the following criteria:

- (a) Shall be a registered Member. Where the Member has a non-Member spouse, eligibility to apply for this program will be based on joint income of the Member and non-Member spouse.
- (b) Shall be 19 years of age.
- (c) Complete an Application form for a Loan Guarantee (refer to Appendix B).
- (d) The Applicant(s) shall be required to meet the Bank's lending criteria which will include confirmation of their ability to afford the monthly Loan Payments and other associated housing costs and charges.
- (e) Applicants shall be able to contribute equity, in any form and amount required by the Bank.
- (f) Applicants currently occupying an existing Squamish Nation housing Home under a standard rental or housing agreement, shall be eligible to apply for the Hiyám Home Loan Program. However, the Applicant must provide written proof to the Housing Society that they will terminate the rental agreement when they occupy their new Home in accordance with the new agreement. The Application will be considered equally with all Applications on the waiting list; such Applicants will not be considered ahead of any other Applicants and must meet eligibility requirements of the Program.
- (g) Where an Applicant occupies an existing Squamish Nation rental or non-profit housing and has qualified under this Policy for a Guarantee, the Applicant must provide two (2) months written notice to the Housing Society (or Nation as applicable) of the intent to vacate the Home prior to moving into the Home acquired under this Policy.
- (h) Obtain, if possible, Homeowners insurance (fire, liability, etc.), as well as any other insurance, inclusive of death and disability insurance, as required by the Bank. If the Homeowner cannot obtain insurance for the Home in their own right as an insured, the Nation will obtain insurance for the Home on the Homeowner's behalf and the Homeowner will be financial liable for premiums and cost of claims thereunder.
- (i) Applicants with outstanding accounts with (money owing to) Squamish Nation, are not eligible to apply for a Guarantee until:
 - (i) The outstanding accounts have been paid in full; or
 - (ii) With the exception of an outstanding account related to tenant damage, the Applicant has entered into a repayment agreement with the Nation and has paid the agreed upon monthly instalments on the due date of the instalments for a minimum of six consecutive months. The Applicant must demonstrate their ability to service both the existing Loan Payments and any other payments; or

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- (iii) The outstanding account relates to tenant damage to a Squamish Nation rental or social housing Home occupied by the Applicant(s), this outstanding account must be paid in full before the Applicant is eligible to receive assistance under the Hiyám Home Loan Program.
- (j) Funds obtained through this program must be utilized to construct a new Home or purchase an existing housing Home that shall be occupied by the Applicant(s) as their principal residence.
- (k) Qualifying Nation Members are eligible to apply for and obtain one Home loan at any under the Hiyám Home Loan Program.

10.2. Additional Eligibility Criteria – Guarantee

In addition to the eligibility criteria noted in 10.1 above, Applicants will only be eligible if the following eligibility criteria:

- (a) Applicant(s) will be required to:
 - (i) Hold a Certificate of Possession or Custom Lot on an eligible building lot for construction. If the subject lands are subject to a Certificate of Possession, Applicants must initiate the transfer of the Certificate of Possession to Squamish Nation until the Loan is repaid in full; or
 - (ii) Identify an eligible building lot for construction and initiate the process to obtain a Certificate of Possession or Custom Lot for same. Once obtained, in the case of a Certificate of Possession, the Certificate of Possession will be transferred to or held by Squamish Nation until the Loan is paid in full; or
 - (iii) Where the building lot is neither in the name of the Squamish Nation nor the Applicant, the Applicant will have obtained a valid transfer for the property, the written approval of the current tenant or interest holder of the subject property in a form approved by the Nation/Housing Society, to transfer the land to the Squamish Nation.
- (b) Applicants shall provide the Nation with proof of life insurance, which insures the outstanding Loan balance at the time of death, in an amount that is equal to or exceeds the amount of the Loan.
- (c) Applicants shall provide written confirmation of their agreement to participate in a Basic Home Maintenance workshop, to be offered by the Nation, and completed within one year of move-in.
- (d) Applicants shall complete, sign and submit a beneficiary form, in the form determined by the Society, designating a beneficiary of their rights obtained or granted hereunder.

10.3. Request of Land Occupancy

- (a) Any person wishing to reside on Nation land which has been unallocated as a residential lot pursuant to a Community Plan, shall provide a written request to Council outlining all of the following:

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- (i) A reason for requesting the area outside of the subdivision; and
 - (ii) A detailed description of the exact location of the land requested; and
 - (iii) A sketch and a confirmation by a qualified third party of all proposed service works, sewer, water, roads, electrical, and all costs for individual lot infrastructure development.
- (b) Council shall respond to all requests for Land Occupancy within 30 days upon receiving date of the letter.
- (c) Council is not obligated to approve any request.
- (d) In the event the request for Land Occupancy is approved, all costs related to development/installation of the property's service works, sewer, water, roads, electrical, and individual lot infrastructure development, shall be responsibility of the Applicant.
- (e) Once the Home is occupied/complete, all costs related to service works, sewer, water, electrical, individual lot infrastructure, and roads (including grading and snow removal) are the responsibility of the Homeowner. Neither the Squamish Nation nor the Housing Society is responsible for costs related to these items.

11. Loan Application and Conditional Approval – Housing Society Responsibilities

11.1. Application Process

(a) Applicants may submit their Application under the Hiyám Home Loan Program to the Housing Society in-person, by mail, or by email. The Housing Society will record confirmation of receipt of any such Application on the date received. Applicants must use the Application for Loan Guarantee form attached as Appendix B.

(b) Within 30 days of receipt of the Application, the Housing Society shall review the Application to:

- (i) Confirm the Application is complete and includes all of the required information.
- (ii) Confirm eligibility in accordance with the Hiyám Home Loan Policy.
- (iii) Provide written notification to the Applicant to confirm or comment on eligibility; and
- (iv) Enter the eligible and complete Application on the waiting list.

(c) An incomplete Application shall be returned to the Applicant and/or the Housing Society shall contact the Applicant to confirm the information required to complete the Application within 30 days of Application. The Housing Society may hold the incomplete Application until the required information is provided by the Applicant. Any incomplete Applications held by the Housing Society shall be considered inactive until such time as the Applicant provides the missing information.

(d) The Housing Society shall keep a written record of its review and the reasons for granting or not granting Conditional Approval.

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- (e) The Housing Society shall maintain the Applicant file in a secure location with access only by authorized representatives of the Housing Society.
- (f) If Council approves the Application, within 15 days of receiving approval from Council, the Housing Society shall prepare a Letter of Verification (refer to Appendix C) for the Applicant to present to the Bank. The letter shall acknowledge:
 - (i) The Applicant's Membership; and
 - (ii) Council's conditional approval of the Applicant to issue a Guarantee in the form of a Band Council Resolution.
- (g) The Housing Society shall provide the Applicant with a checklist of suggested action items to consider in preparation for Home construction (refer to Appendix D), purchase of an existing Home (Appendix E).
- (h) An Applicant whose Application is denied, may Appeal such denial in accordance with section 7 hereof.

11.2. Annual Renewal of Application

- (a) The Housing Society will keep an Application on file for one (1) year from the date of receipt.
- (b) Applicants are responsible to update their Application annually.
- (c) After each new Application or re-Application is submitted, the Housing Society will review the Application to confirm the Application is complete and meets the eligibility requirements as detailed in this Hiyám Home Loan Program Policy.
- (d) An Application can be renewed or updated by phoning the Housing Society or arranging for an in-person interview with the Housing Society before the end of the 1-year period.
- (e) An Application not updated annually will be considered inactive and will be removed from the Housing Society waiting list file.

12. Final Loan Guarantee Approval – Lottery

12.1. Within 60 days of the commencement of the Nation's fiscal year, if (a) an Applicant has fulfilled all of its obligations pursuant to this Policy, and (b) the Nation has given conditional approval with respect to such Applicant's Application, Hiyám will enter such Applicants into a lottery system to select that number of applications as the Nation's budget for such year will allow. For greater certainty, Applicants must complete renew their Application on or before the date of the lottery if the lottery occurs on or after the day that is 365 days after the date of their Application.

12.2. No less than 30 days prior to the date of the lottery, Hiyám will notify all conditionally approved Applicants of the location (which may be virtual), date and time of the lottery, and provide them with their allocated lottery reference number.

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12.3. Hiyám will select a number of conditionally approved Applicants in the lottery in excess of the number of such Applicants that the annual budget for this Policy allows and notify such persons they have been selected as a reserve Applicant in the lottery process and their place in order with relation to the selected Applicants. In the event a conditionally approved Applicant selected in the lottery (not as a reserve) ceases to be eligible for a Loan or withdraws their application after the date of the lottery, additional budget for this program become available, or any other circumstance arises such that funds in excess of those required to provide Loans to the initially drawn lottery winners, Hiyám will make the amount of funds available for this Policy as a result of such circumstance up to the Maximum Guarantee to conditionally approved Applicants on the reserve list in order.

12.4. Hiyám may create a detailed lottery procedure policy in its sole discretion. If Hiyám creates such policy it will publish such policy in a conspicuous place and will circulate a copy to any Applicant upon request.

12.5. As soon as practicably following the lottery, the Nation will by Council resolution issue a final approval of conditionally approved Applicants selected in the lottery process in an amount equal to the lesser of the Maximum Guarantee available hereunder or the Loan amount confirmed by the Bank. The Housing Society will notify such Applicants receiving final approval as soon as practicably after the date of the lottery.

13. Final Loan Guarantee Approval – Applicant Responsibilities

In order to obtain final approval from Council for the Guarantee the Applicant will provide the following to the Housing Society:

13.1. Estimates

The Applicant will carry out such investigations as reasonably required to determine the approximate cost of constructing, renovating, or purchasing a Home with a Loan to accurately determine the amount of Loan funds required.

13.2. Bank Loan Approval

The Applicant will provide the Housing Society a copy of the Loan approval, including the total dollar amount of the Loan, from the Bank.

13.3. Transfer of Land/Certificate of Possession

The Applicant(s) will provide the Housing Society with written confirmation from the Squamish Nation's Registry Division department that the Certificate of Possession or Custom Lot allocation for the project is free of encumbrances, and that, in the case of lands subject to a Certificate of Possession, that transfer documents for the Certificate of Possession in the name of the Nation have been submitted for registration.

13.4. Terms of Nation Guarantee Agreement

The Applicant(s) will execute and deliver to the Housing Society a Terms of Nation Guarantee Agreement (refer to Appendix G) in substantially the same form as attached hereto as Appendix G.

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13.5. Insurance Binder

The Nation will provide a copy of an Insurance Binder to confirm the Property is adequately insured, in the Housing Society and Bank(s) discretion, acting reasonably, the dollar limit of coverage, what is being covered and the name of the insurer.

The Nation or, the Housing Society may choose to charge the homeowner the cost to insure the Property in the future, with 6 months notice.

13.6. Life/Mortgage Insurance

The Applicant(s) will provide verification that life insurance has been purchased or evidence that they are not eligible, through the Bank or another insurer acceptable to the Bank and the Nation, which insures the outstanding Loan principle at the time of death. Squamish Nation must be named as the beneficiary on the policy if the Applicant is eligible to receive such insurance.

13.7. New Construction – Additional Responsibilities

In addition to the responsibilities noted above, the following criteria apply to those applying for a Loan respecting a new Home construction. The Applicant(s) shall:

- (a) Provide to the Housing Society written confirmation from the Squamish Nation Registry division that land for the project has been approved for development and meets all regulations and bylaws of the Squamish Nation.
- (b) Be responsible for all costs related to construction of the Home including all labour and materials. The Applicant(s) will be responsible to make the decision to hire a Qualified Contractor for construction and will enter into a contract for the same and will be responsible to make all related payments to the Qualified Contractor.
- (c) Provide to the Planning & Capital Projects Department a copy of the construction and/or modular Home purchase contract, including infrastructure (water, sanitation, etc.).
- (d) Any Applicant planning to construct or renovate a Home, or purchase or construct a modular Home, will provide the Planning & Capital Projects Department a copy of the following prior to commencement:
 - (i) The Qualified Contractor's, Workplace Safety and Insurance Board (WSIB) registration and compliance under the *Workers' Compensation Act* (British Columbia).
 - (ii) The Qualified Contractor's agreement that all work will be in accordance with Applicable Laws.
 - (iii) Provide the Planning & Capital Projects Department a copy of the Qualified Contractor's professional liability insurance.

13.8. Purchase of an Existing Home – Additional Responsibilities

The following criteria apply to Applicants seeking to acquire an existing Home. The Applicant(s) will provide to the Housing Society:

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- (a) A copy of the purchase and sale agreement which will include the legal description and civic address/location of the property.
- (b) Written confirmation from the Squamish Nation's Membership Services that a survey has been prepared to confirm the location of the Home, all structures on the Property and the boundaries of the Certificate of Possession or Custom lot.

14. New Construction - Home Site, Design, Construction Standards and Infrastructure

- 14.1. New houses will be situated on surveyed lots in accordance with Squamish Nation policies and bylaws.
- 14.2. To every extent possible, houses will be located to take maximum advantage of existing infrastructure such as sewer and water, streets and roads and electrical service.
- 14.3. Construction of site-built Homes, factory-built Homes, manufactured Homes, and mobile Homes will be in accordance with Applicable Laws.
- 14.4. Technical support and inspections will be provided by the authority having jurisdiction.
- 14.5. New Homes may not be occupied until the Nation receives a copy of the completion/occupancy certificate issued by the certified inspector confirming that the house is completed according to the requirements set out by the Squamish Nation.
- 14.6. If a Home will be constructed on lands that require any (a) service connection to municipal services or public utilities (e.g. sewer, hydro, water), (b) road construction, (c) driveway construction, (d) sidewalk construction, (e) construction of parking facilities, (f) clearing or levelling, or (g) any other service or access infrastructure or site preparation ("**Site Infrastructure**"), the Nation may add to the Loan up to an amount determined periodically by the Nation by resolution of the total cost of such Site Infrastructure related to the Home ("**Community Benefit Charge**"), which will be in addition to the maximum amount a Qualifying Nation Member is eligible for hereunder.
- 14.7. Successful Applicants will pay to the Nation the amount of any such Community Benefit Charge to the Nation out of the proceeds of the Loan on the date such funds are advanced, to the extent that the Loan funds are advanced directly to the successful Applicant rather than the Nation. If the Loan funds flow through the Nation, the Nation may hold back and retain such amount.

15. New Construction Deadlines

- 15.1. Applicants will ensure that construction begins no later than 120 days after the Bank confirms that the loan agreement documentation is in place. Extensions may be granted in the event of extraordinary circumstances, such as, death in the family or illness.
- 15.2. Construction on the house will be substantially completed no later than 12 months from the date of commencement of construction unless the Applicant receives written approval from the Housing

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Society for additional time to complete the work. Failure to complete the house within the agreed upon period may result in breach of the Loan.

16. Inspections

16.1. The Applicant(s) is responsible to arrange and pay for all inspections.

16.2. Inspections shall be carried out by an individual certified by the Province of British Columbia to carry out residential construction inspections, or by certified by the authority having jurisdiction.

16.3. Inspections shall be performed in accordance all Applicable Laws.

16.4. Inspections of all building construction, water supply and plumbing, waste disposal, and electrical installations shall be carried out by certified personnel at appropriate stages of construction, or installation to ensure compliance with standards of construction as referred to in this Policy.

17. Use of the Residential Property

17.1. Homes are intended to be used solely for the purpose of a residence for the Homeowner(s) and their immediate family. Single-detached Homes may not be leased to any other person, including a Member. A duplex or coach house may be leased to another Member provided the main Home, or one unit in a duplex, is the principal residence of the Homeowner.

17.2. A Homeowner wishing to operate a Home-based business from the Home may do so in accordance with Squamish Nation policies and by-laws.

17.3. A Homeowner operating a Home-based business must provide written confirmation to the Housing Society that the Homeowner has advised the Home insurance provider of the change in use of the Property to include a Home-based business and complying with any Applicable Laws.

18. Breach/Default on the Bank Loan Agreement

18.1. Where the Homeowner has committed a breach of the Loan Agreement (i.e., default on the loan Payment) the Bank shall contact the Housing Society. The Housing Society shall contact the Homeowner by phone immediately on receipt of the Bank notice and discuss the default with the Homeowner to attempt to resolve the issue.

18.2. Where the Homeowner does not resolve the breach to the satisfaction of the Bank, the Housing Society shall notify Council and recommend that action be taken against the Member according to Sections 19 and 20 of this policy.

18.3. The Housing Society shall contact the Bank to confirm whether they will permit a replacement Qualifying Nation Member(s) to apply for a new Loan to payout the outstanding Loan and take over occupancy of the applicable Home in compliance with this policy. The Housing Society shall confirm whether there is an eligible/interested Qualifying Nation Member to pay out the outstanding Loan. Where a Qualifying Nation Member is identified, the Housing Society shall expedite completion of the required

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documentation to meet the requirements of the Bank and to apply for a new Loan such Qualifying Nation Member.

18.4. Where the Bank does not approve an applicant Qualifying Nation Member identified by the Housing Society per section 19.3, the Housing Society shall notify Council and will proceed with actions outlined in Sections 19 and 20 of this policy.

18.5. If a Homeowner defaults on their Loan, there will be no repayment from the Squamish Nation for any monies paid toward the Loan prior to the default.

19. Breach of the Terms of Nation Guarantee Agreement

19.1. Breach of the Agreement

Where the Homeowner has committed a breach of the Terms of Nation Guarantee Agreement the Housing Society shall contact the Homeowner in writing to confirm the breach and request an interview with the Homeowner to attempt to resolve the issue.

19.2. Notification Process

(a) First notice - A first notice shall be sent to the Homeowner within 10 days of the Housing Society confirming a breach of the Loan and the conditions under which the breach shall be resolved. The notice shall advise the Homeowner to:

- (i) Resolve the breach in accordance with the terms and timeframes confirmed in the first notice, or
- (ii) Meet with the Housing Society with 10 days of receipt of the notice to discuss resolution of the breach.

(b) Second notice – If after 10 days of the notice being issued, the Homeowner has neither resolved the breach nor contacted the Housing Society, a second notice shall be sent. The notice shall confirm the details of the breach, the conditions under which the breach shall be resolved and the deadline for same. The Housing Society shall make at least two efforts to contact the Homeowner by telephone to resolve the Arrears.

(c) Third and final notice 10-day notice for Eviction. If the Homeowner fails to resolve the breach within the timeframe noted in the second notice, a 10-day notice of Eviction shall be issued to the Homeowner. The final notice shall be delivered:

- (i) By registered mail to the mailing address noted on the Homeowner file, or
- (ii) By hand to an adult person living in the property, or
- (iii) Posted to the front door of the property with a third-party as witness to the delivery of the notice.

(d) Where the Homeowner does not resolve the breach to the satisfaction of the Housing Society, the Housing Society shall notify their Board and recommend that Eviction action be taken.

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20. Eviction

20.1. If a Homeowner fails to resolve a Breach within the timelines prescribed in a Final Notice, the Housing Society will request approval from the Housing Society Board of Directors to commence Eviction proceedings ("**Eviction**"). Eviction is a last resort, however none of the Housing Society, the Bank(s) or the Nation are obligated to negotiate or agree to any extension of time for payment under the Loan or other relief before commencing Eviction.

20.2. On receipt of approval from Housing Society Board, the Housing Society will issue a notice to terminate the Homeowner(s) occupancy of the Property and foreclose upon the Property and evict the Homeowner(s) therefrom ("**Eviction Notice**").

20.3. The written notice to terminate occupancy shall be issued by the Housing Society to the Homeowner 30 days before the date that occupancy shall be terminated, as confirmed in the termination notice by either:

- (a) Handing the notice directly to the Homeowner; or
- (b) Securely attaching the notice to the door of the Home. A notice attached to the door is presumed to have been legally served on the third day after it is attached; or
- (c) Handing the notice to an adult who lives with the Homeowner; or
- (d) Sending the notice by registered mail. A notice sent by registered mail is presumed to have been legally served five days after it is mailed.

20.4. If the Homeowner does not vacate the Home at the required date defined in the termination of occupancy notice, the Housing Society may:

- (a) Obtain the services of a solicitor to prepare a "Notice to Quit and to have this notice delivered by a security company; and
- (b) Arrange for the locks to be changed and the Homeowners' possession to be removed from the premises.

20.5. Where the Homeowner has surrendered a Certificate of Possession to the Nation for construction/purchase of an existing Home and where the Nation proceeds with Eviction/evict action, Squamish Nation shall retain the Certificate of Possession. Neither the former Homeowner, nor their heirs nor their estate shall have any claim to Certificate of Possession that was surrendered.

20.6. Where a Homeowner defaults on their Loan and causes a loss to the Nation or the Housing Society, they shall not be eligible to receive housing assistance from the Nation or Housing Society until the debt is repaid in full.

20.7. Where the Housing Society proceeds with Eviction action the Housing Society shall consider action to deal with the reacquired Home which can include:

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- (a) Where an alternate, eligible Applicant is identified, contact the Bank to confirm whether the new Applicant is eligible to qualify for a Loan to pay out the outstanding Loan balance; or
- (b) Within 30 days of notice of default, consider selling the home to the homeowner's immediate family members. The family member must be eligible for the program and be a Bank Qualifying Nation Member. For the purposes of this section 21.7, immediate family means the mother or father, spouse, brother, sister, son, daughter, niece, nephew, grandparent or grandchild of the applicable individual;
- (c) Where there is no Qualifying Nation Member that is eligible to pay the outstanding Loan balance, the Society shall approve payment of this amount, plus any penalties, in full to the Bank and shall retain the Certificate of Possession, if any, in the name of the Squamish Nation.

21. Personal Property and Fixtures

21.1. Where the former Homeowner has left personal property in the Property, the following will apply:

- (a) The Housing Society shall remove the former Homeowner's personal property and place it in storage for 60 days and shall keep a written inventory of the property.
- (b) The Housing Society shall post a notice on the front door of the Home to notify the former Homeowner that the property is in storage and shall provide contact information for the Homeowner to reimburse the Housing Society for costs related to removal/storage of same and to retrieve their belongings.
- (c) Where the Homeowner does not contact the Housing Society to reclaim their personal property within the 60-day period, the Housing Society may dispose of the property in such a manner as may be determined by the Housing Society. The Housing Society shall maintain the written inventory and details of the disposal of the property for 2 years following the date of disposal.

21.2. Notwithstanding item 21.1 (a) above, the Housing Society may dispose of the personal property if the Housing Society believes that:

- (a) The property has a total value of less than \$500; or
- (b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
- (c) The storage of the property would be unsanitary or unsafe.

21.3. Where the Housing Society incurs expenses as a result of action taken above, including but not limited to repairs and the cost of the removal of the personal property, the Housing Society will note these costs on the former Homeowner's file and cost recovery may be pursued by the Housing Society.

22. Reacquired Homeowner Home

Where Housing Society reacquires a Home, they reserve the right to:

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- (a) Operate the Home as a Housing Society rental home.
- (b) Operate the Home as a Housing Society administered rent-to-own home.
- (c) Operate the Home as a market rental home.
- (d) Grant an occupancy right in the Home to an eligible Applicant.

22.1. Operate the Home as a Housing Society Rental Home

Where the Home will be operated as a Housing Society-owned rental Home, the eligibility criteria, Application process, rental rates, lease agreements, and the Hiyám Home Loan Policy for the Housing Society rental housing program shall apply.

22.2. Operate the Home as Housing Society Administered Rent-to-Own Home

- (a) Where the Home will be offered as a Housing Society administered rent-to-own Home, the eligibility criteria, Application process, rent-to-own lease agreement, and the Hiyám Home Loan Policy for the Housing Society rent-to-own housing program shall apply.
- (b) The loan term for the lease agreement shall be.
 - (i) 10 years, or
 - (ii) The lesser of the remaining useful life of the property, as determined by a qualified real estate professional (appraiser, inspector), or 25 years.

22.3. Operate the Home as a Market Rental Home

Where the Home will be operated as a market rental Home (not part of the Housing Society-owned rental housing program) the Housing Society shall establish the monthly rental rate at the highest achievable rent for that Home.

22.4. Sale of the Home to an Eligible Homeowner Applicant

(a) Eligibility Criteria

Where the Home will be sold to an eligible Homeowner Applicant, the following eligibility criteria shall apply:

- (i) Applicant(s) shall be 19 years of age or older and a Member; and
- (ii) Applicant(s) shall be required to meet Housing Society lending criteria which shall include confirmation of their ability to afford the monthly Loan Payments and other associated housing costs and charges; and
- (iii) Applicant(s) with Arrears and/or outstanding accounts (money owing) to Squamish Nation or Housing Society will not be considered for housing assistance until outstanding accounts are paid in full or, they have honored a repayment agreement for a minimum of six consecutive months.

22.5. Sale Price

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The sale price shall be the greater of:

- (a) The remaining book value at the time of the new interest adjustment date, plus repair costs required to bring the Home to minimum property standards, plus legal fees and all other closing costs, less any equity; or
- (b) Current value as determined by a qualified real estate appraiser, plus legal fees and all other closing costs.

22.6. Loan Agreement

Eligible Applicants who purchase a reacquired Home shall be required to execute and abide by the terms of the Loan Agreement and this Hiyám Home Loan Policy.

22.7. Amortization Period

The amortization period for the loan shall be the lesser of:

- (a) The remaining amortization period on the original Loan; or
- (b) The remaining useful life of the property, as determined by a qualified real estate professional (appraiser, inspector).

22.8. Loan Payments

The monthly Loan Payment shall be determined by the Housing Society based on the sale price and amortization period of the Loan.

22.9. Independent Legal Advice

The Housing Society shall require the Applicant to provide written confirmation that they have obtained independent legal advice on the purchase of the Home and the terms of the Loan agreement.

23. Sale of the Home by the Homeowner

The Homeowner has the right to sell the Home under the following conditions:

- (a) The purchaser shall be a Member; and
- (b) The Homeowner shall notify the Housing Society, in writing, that they intend to sell the Home so that the Board can consider whether they wish to exercise the Right of First Refusal to acquire an interest in the Home.

23.1. On sale of the Home, the Homeowner is responsible to pay the outstanding Loan balance in full, along with all related sale and closing costs at the date of closing of the sale.

24. Right of First Refusal – Homeowner Loan

The Housing Society may exercise the Right of First Refusal if:

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- (a) There are other Members that wish to purchase a Property.
- (b) The Housing Society wishes to acquire the Home to add to its housing portfolio; or
- (c) The Housing Society considers in its sole discretion acting reasonably that it is necessary, advisable or beneficial for the Housing Society to purchase the Property.

24.1. The Homeowner(s) will notify the Housing Society immediately if either the Homeowner intends to sell the Property or has received a bona fide offer to purchase from an arm's-length purchaser that is eligible to acquire the Property.

24.2. The Housing Society will notify the Homeowner(s) if the Housing Society has exercised the Right of First Refusal within 30 days of receipt of notice from the Homeowner.

24.3. If the Housing Society exercises the Right of First Refusal, the Housing Society will obtain an 'as is' value estimate completed by an accredited appraiser of the Property ("**Appraised Value**"). The purchase price to be paid by the Housing Society to the Homeowner(s) in respect of the Housing Society's purchase of the Property will be determined by the Homeowner(s) and the Housing Society acting reasonably, which purchase price will be no greater than 10% above the Appraised Value ("**Purchase Price**").

24.4. If the amount of the bona fide third-party offer received by the Homeowner(s) in respect of the Property is greater than 10% above the Appraised Value, the Housing Society's Right of First Refusal will be deemed not to be exercised and the Homeowner(s) may proceed with sale of the Property to such third-party.

24.5. The Homeowner is responsible to pay the outstanding Loan balance in full, plus all related legal and closing costs at the date of closing of the sale.

24.6. Where the Homeowner entered into a listing agreement with a real estate agent, and where Nation exercises the Right of First Refusal, the Member is responsible to pay the fee/commission due the agent from their profit on sale. Neither Squamish Nation nor the Housing Society shall pay these costs.

25. Payment in Full of the Loan Agreement

When the Bank provides written confirmation to the Nation that the Homeowner has repaid the Loan in full, the Housing Society will notify the Squamish Nation Planning and Capital Projects department, who will initiate the process to issue a Certificate of Possession or Custom Lot to the Homeowner for the Home.

26. Disposal of Condemned Homes

26.1. If the Homeowner(s) of the Nation become aware of any condition of the Home which suggests the Home is no longer fit for habitation, the Homeowner(s) will immediately notify the Housing Society.

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26.2. The Housing Society will as soon as practicably after receipt of notice arrange for a certified building inspector to complete an inspection of the Property to determine the Home is no longer fit for habitation.

26.3. If in the inspector's opinion the subject Home is no longer fit for habitation, the Housing Society will within 10 days of receiving the inspector's report deliver written notice to the Homeowner(s) setting out that ("**Demolition Notice**"):

- (a) The Home shall be demolished within 90 days of the notice being served unless an additional period is granted by Council in consideration of weather conditions and.
- (b) Demolition and removal of debris, and removal of any water and/or waste supply and disposal systems shall conform to all Applicable Laws.
- (c) The Homeowner is responsible for all costs associated with the demolition and removal of debris including permits and notices; and
- (d) The notice shall be dated and signed by an authorized representative of the Housing Society.

26.4. The notice shall be served by either/or:

- (a) Handing the notice directly to the Homeowner; or
- (b) Securely attaching the notice to the door of the Homeowner's place of residence. A notice attached to the door is presumed to have been legally served on the third day after it is attached; or
- (c) Handing the notice to an adult who lives with the Homeowner; or
- (d) Sending the notice by registered mail. A notice sent by registered mail is presumed to have been served five days after it is mailed.

26.5. Failure by the Homeowner to complete the demolition and removal of debris within the period required by Board will result in the Housing Society taking the necessary action to demolish the house and remove debris. The Housing Society will pay these costs and will issue an invoice for these costs to the Homeowner. If, after 30 days, this invoice is not paid in full, the Housing Society will submit the account to a collection agency.

27. Marital Breakdown

27.1 Subject to the Hiyám Home Loan Guarantee Policy and the enactment of a matrimonial real property law in accordance with the *Family Homes on Reserves and Matrimonial Interests or Rights Act* S.C. 2013, c. 20 (the "Act"), or in the absence of any such law, the provisional rules of the Act, the Nation will respect the following general principles with respect to the use, occupation and possession of a matrimonial Home, as such term is defined in the Housing Policy (2006) ("**Matrimonial Home**"), upon the breakdown of a marriage:

- (a) Children, as such term is defined in the Housing Policy ("**Children**"), of the applicable spouses, if any, should have a right to reside in the Matrimonial Home until the age of majority or until other arrangements have been made in the best interests of those Children.

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- (b) Subject to the Act, only Members are entitled to hold an interest in Squamish Nation lands.
- (c) The right of spouses to make their own interspousal agreement as to the disposition of interests in Squamish Nation land if their marriage does, or has, broken down.
- (d) The right of a non-Member spouse of a Member to apply to a court of competent jurisdiction under the Act for an emergency protection order or an exclusive occupation order; and
- (e) The right of a non-Member spouse of a Member to apply to a court of competent jurisdiction for a financial compensation order for his or her share of the value of the Matrimonial Home.

27.2 Upon marital breakdown, a non-Member spouse or Member spouse in possession of a Matrimonial Home subject to this Hiyám Home Loan Policy, may provide a copy of an executed interspousal agreement respecting the division of property and allocation of parental responsibility for the Children (the "Spousal Agreement") to the Housing Society. The Housing Society will review the Spousal Agreement and, to the extent permitted by policy or law, will authorize the following actions if required by the Spousal Agreement:

- (a) The sale or transfer of the Matrimonial Home to a Qualifying Nation Member.
- (b) The use and occupation of the Matrimonial Home by the non-Member spouse and their dependent Children, subject to the continued payment of all required payments and fees under this Hiyám Home Loan Policy; and
- (c) Any other action permitted by law and this Hiyám Home Loan Policy which is authorized by the Spousal Agreement.

27.3 For greater certainty, where there are dependent Children and there is no Spousal Agreement and the spouses cannot reach agreement on the continued use and occupation of the Matrimonial Home, a non-Member spouse with the primary guardianship responsibility for the dependent Children may apply to a court of competent jurisdiction for an order for exclusive occupation of the Matrimonial Home until the Children are no longer dependent. Any order under the Act must be subject to all the requirements of this Hiyám Home Loan Policy, including the payment of all required payments and fees.

27.4 It is recommended that a non-Member spouse participating in the Hiyám Home Loan Program obtain independent legal advice upon marital breakdown.

28. Notices

28.1. Any notice to be given pursuant to this Policy ("**Notice**") will be deemed received by the intended recipient immediately upon:

- (a) Delivery of the relevant Notice by email to the Homeowner(s) last known email address.
- (b) After 48 hours from the date and time such notice is posted by registered mail to the civic address of the house.

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- (c) Serving the Homeowner, or if there are multiple Homeowners, any of them, or any adult person living in the Home in person; or
- (d) Posting such notice on the front door of the Home with a third party witness' signature on such notice at the time of posting.

28.1. The Housing Society will ensure that the Nation and the Bank(s) on every First Notice, Second Notice, Third Notice, Eviction Notice, Demolition Notice and any other communication to the Homeowner(s) respecting any default of the Homeowner(s) under this Policy, the Loan, the Terms of Nation Guarantee Agreement, or any other matter which poses a material risk to the value of the Property or the health or safety of Members, as applicable. Homeowner(s) are required to update the Housing Society of their current contact information if they have a change in email address, phone number or other contact information.

APPENDIX A

Enforcement Mechanism Acknowledgement

Reference is made to the Hiyám Home Loan Program dated effective _____ (“**Policy**”). Capitalized terms used herein have the meanings given to them in the Policy unless expressly provided herein.

Successful Member Applicants under the Policy are legally responsible to repay any monies owed under the Loan per the terms thereof. If the Bank successfully enforces the Guarantee against the Nation, and the Nation incurs any liability thereunder, as a result of any default by the Member under the terms and conditions of the Policy or the Loan (“**Member Default Liability**”), such amount will be a debt immediately due and payable by the defaulting Member to the Nation and the Nation may enforce the payment of such debt using any an all-legal recourse available to the Nation, including without limitation:

1. garnishment of the defaulting Member borrower’s wages; and
2. set-off against the defaulting Member’s distributions.

In addition, Member default under the Policy or the Loan will negatively impact the Member’s ability to obtain subsequent Loans pursuant to the Policy or any other form of credit from the Nation. An executed copy of this Acknowledgement will be given to the Squamish Nation Loans Department. The full amount of any Member Default Liability will be a debt.

I have read and I understand this Enforcement Mechanism Acknowledgement Owed policy above and agree to the terms.

Signature of the Applicant

Date

Signature of the Housing Society

Date

APPENDIX B

Application for Home Loan Guarantee

Reference is made to the Hiyám Home Loan Program dated effective _____ (“**Policy**”). Capitalized terms used herein have the meanings given to them in the Policy unless expressly provided herein. The summaries and commentary herein are for informational purposes only and are subject to the Policy. To the extent of any conflict between this Application and the Policy, the Policy will govern. **Application for an Individual Loan Guarantee**

Who is eligible to receive assistance?

- Squamish Nation Members 19 years and older.
- Applicants will apply to a Bank and meet the Bank’s lending criteria for a Loan.
- Applicants must hold a Certificate of Possession or Custom Lot upon which a Home is located or can be constructed, or to initiate the process to obtain a Certificate of Possession or Custom Lot for same, or in the case of purchase of an existing Home, have a binding agreement to acquire the Certificate of Possession transferrable to the Nation. Applicants will initiate a transfer of the Certificate of Possession to the Squamish Nation, and the Nation will hold title to and interest in the applicable Certificate of Possession until the Loan is repaid in full.
- Applicants will be capable of meeting their obligations under the Loan (regular principal and interest payments, insurance premiums, etc.) and maintain full responsibilities for the physical and financial responsibilities and costs, expenses, fees, permits, licenses, services, utilities, applicable taxes and any other liability relating to ownership or occupancy of the Property.
- Applicants will meet all other eligibility requirements in the Policy and comply at all times with the terms of the same, the Loan and the Terms of Nation Guarantee Agreement.
- Funds obtained through the Loan may only be used to construct or purchase an existing housing Home that will be occupied by the Applicant as their principal residence.

Who is not eligible?

- Any Applicant with outstanding accounts (money owing) to Squamish Nation will not be considered for loan assistance until the outstanding accounts have been paid off or until the Applicant has entered into a repayment agreement with the Nation and paid the agreed upon monthly instalments on the due date of the instalments for a minimum of six consecutive months.

How will you be notified about the status of your Application?

Within 30 days of receiving your Application, the Housing Society will:

- a) review the Application to confirm that it is complete.
- b) verify information provided in the Application.
- c) conduct an in-person interview with the Applicant(s).
- d) provide written notification to the Applicant to confirm eligibility.

If the Application is ineligible, the Housing Society will confirm the reason(s) for ineligibility.

Squamish Nation
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The information requested in this Application is based on the Policy approved by Squamish Nation.

The purpose of the Application is to collect information which will confirm eligibility of the Applicant(s) to receive a Guarantee from the Nation.

Step 1- Complete the Application

1. The Application will be completed in ink and printed clearly.
2. Applications will be filled out completely. Incomplete Applications will be returned to the Applicant or the Applicant may be asked to provide additional information. If additional space is required, please attach additional pages.
3. All of the information provided on the Application will be true. A false statement may result in Application denial.

Step 2 – Drop off/mail the Application.

When all of the above items in Step 1 are completed drop off the Application at the Housing Society office or mail to the address noted at the top of page 1 of this Application.

Application Renewal

Phone or come into the office to update your Application annually. If you choose not to do this then your Application will be deemed ineligible, and you will be required to re-apply. It is your responsibility to request us to keep your Application active and considered for assistance.

Need Help?

If you require assistance completing the Application form, please contact the Housing Society at info@Hiyámhousing.com

All information provided will be kept confidential and used for the purposes described herein.

Squamish Nation
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| For Hiyám Housing Society Use Only: | | | | | |
|--|--|-----------|-----|------------------------------|--|
| Date Received: | | Recorded: | | Processed By: | |
| By hand: _____ By hand: _____ | | | | | |
| Application Complete: | | Yes: | No: | | |
| Squamish Nation Wage Assignment Form Attached: | | Yes: | No: | Received By: | |
| Application Eligible: | | Yes: | No: | Confirmation letter sent | |
| | | Details: | | Date: | |
| | | | | | |
| Housing Society Review: | | | | | |
| Review Date: | | | | | |
| Nation Council Resolution for Conditional Approval: | | Yes | No | Confirmation letter sent: | |
| | | Details: | | | |

Applicant Information

Please list the names of all of the Members applying to the Bank for a Loan.

| | |
|--|------------------|
| Name (First and Last): | Member #: |
| Primary Applicant: | |
| Secondary Applicant: | |
| What is your current address: Street No.? & Name/Box Number/R.R. #: | |
| What is your mailing address (if different from above): Street No. & Name/Box Number/R.R. #? | |
| City/Municipality: | Province: |
| | Postal Code: |
| | |

Squamish Nation
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Contact information.

| | | | |
|-----------------------------|----------------------|----------------------|--------------------|
| Primary Applicant: | Home Phone #: | Work Phone #: | Cell Phone: |
| | | | |
| Secondary Applicant: | | | |
| | | | |
| | | | |

Types of Loan Guarantee Requested (please check one ☺)

- New construction (Please complete question #6 and skip question #7)**
- Purchase of Existing Home (Please skip to question #7)**

| | | |
|---|------------|-----------|
| <u>For new construction only:</u> | | |
| a. Have you identified a preferred building lot? | Yes | No |
| b. If yes, please confirm the location of the lot: | | |
| <u>For purchasing an existing Home only:</u> | | |
| a. Ownership of property lot number: | Yes | No |
| b. Certificate of Possession number: | | |
| c. Registered in the name of: | | |
| d. If jointly owned, other owners: | | |

Squamish Nation
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Declaration/Financial Disclosure

All information provided will be kept confidential and used for the purposes described herein.

- a) The undersigned consents to the obtaining of such information as the Squamish Nation or the Housing Society may deem necessary at any time in connection with the undersigned, in conjunction with the housing assistance hereby applied for, or any renewal, or extension thereof.
- b) The undersigned consents to the disclosure of any information concerning the undersigned to any credit reporting agency or person with whom the undersigned has or proposes to have financial relations with.
- c) The undersigned warrants that all information presented above is correct. Submission of an incorrect Application may result in the Application from being excluded for consideration.
- d) Neither the primary or secondary Applicant is in Arrears on any Squamish Nation payments, user charges or other debts.

Primary Applicant:

Date:

Name (Please Print)

Signature

Secondary Applicant:

Date:

Name (Please Print)

Signature

APPENDIX C

Letter of Verification – Conditional Approval of the Loan Guarantee

[See attached]

HIYÁM HOUSING

Date:

To: (Bank)

Reference is made to the HiYám Home Loan Program dated effective _____ (“**Policy**”). Capitalized terms used herein have the meanings given to them in the Policy unless expressly provided herein.

The Squamish Nation hereby confirms the conditional approval of a Guarantee for the following Applicant(s). We confirm the Applicant(s) confirmed to be Members, as follows:

| | Applicant 1 | Applicant 2 |
|-----------------------------------|--------------------|--------------------|
| Phone | | |
| Email | | |
| Address | | |
| Squamish Nation Member No. | | |

We confirm issuance of Nation Council Resolution #_____, dated _____, enclosed herewith, as evidence of the Squamish Nation’s commitment to issue a Guarantee up to a maximum of \$_____ for the above Applicant(s) named herein conditional upon approval by your institution of the Applicant’s(s’) Loan Application.

Sincerely,

 [INSERT SIGNATORY NAME AND SIGNATURE]

HiYám ta Skwxwú7mesh Housing Society
 336 W. 4th Street, North Vancouver, B.C. V7M 1J1
 Phone: (604) 210-912

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APPENDIX D

Hiyám Home Loan Program Suggested Checklist for New Construction

Reference is made to the Hiyám Home Loan Program dated effective _____ (“**Policy**”). Capitalized terms used herein have the meanings given to them in the Policy unless expressly provided herein.

The following is a suggested checklist of some of the action items to consider prior to starting construction of your new Home. As you complete them, check off your progress. If you have any questions regarding your Guarantee, Loan or advance of funds, please contact the Housing Society or your Bank.

This checklist is provided solely for reference purposes and is provided without any warranty, express or implied, as to its legal effect or completeness. In some cases, the Nation or Hiyám may conduct some aspect of the work or an action item noted in the checklist below. Please ensure that you communicate with the correct Nation department at the time of commencing your work with this checklist to confirm which action items, if any, will be the Nation’s responsibility.

IMPORTANT - Do not sign any contracts until you have received written approval from the Nation (for the Guarantee) and from the Bank (Loan approval) and are ready to proceed with construction. We advise you to retain legal counsel to ensure that all terms and conditions of the Loan are in your best interests and that you have met the Squamish Nation Hiyám Home Loan Program requirements.

| | Action Item | Done Y/No |
|----|---|--------------|
| 1) | Obtain a loan worksheet – obtain a Loan worksheet from the Bank to detail your estimated Loan costs (see below for some suggested loan costs/items). | |
| 2) | Confirm the lot location. a) Developed on lands held by the Nation (see #3 below) b) Developed on lands held by a Member (see #4 below) | |
| 3) | Property held by the Nation – Confirm location of subject lands with the Squamish Nation Membership Services Department. | |
| 4) | Property held by Member (all costs noted here are your responsibility): | |
| | a) <u>Land cost.</u> Is there a cost to acquire an interest the Property? If so, obtain an invoice/letter confirming the land cost and written confirmation that the owner will transfer the Property to the Nation. | |
| | b) <u>Land survey.</u> | |

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| | | |
|--|---|--|
| | <p>A survey of the Property is required prior to commencement of construction. Contact the Member Services Department to secure a copy of the lot survey prior to construction.</p> | |
| | <p>c) <u>Land transfer to the Nation.</u></p> <p>Once a survey is complete the Property interest will be transferred to the Nation. Contact the Member Services Department to arrange/pay for same.</p> | |
| | <p>d) <u>Water source.</u></p> <p>Confirm with Planning and Capital Projects and BC Hydro whether water can be serviced to the Property from the Nation's main water lines.</p> <p>Obtain permission from the Planning & Capital Projects Department and BC Hydro to tie into main water lines and obtain an estimate from a contractor for the same.</p> <p>If a well is required obtain an estimate from a Qualified Contractor for installation of a well.</p> | |
| | <p>e) <u>Power service.</u></p> <p>Inquire with Planning and Capital Projects whether electricity can be serviced to the Property from the Nation's main power lines (i.e., are additional power poles required).</p> <p>Obtain written permission from the Planning & Capital Projects Department to tie into main lines.</p> <p>Obtain an estimate from a Qualified Contractor for the same.</p> | |
| | <p>f) <u>Lot preparation.</u></p> <p>Confirm the costs to prepare the lot for construction including whether there are trees/vegetation to be removed, what lot levelling is required, etc. Obtain an estimate from a Qualified Contractor.</p> | |
| | <p>g) <u>Road access.</u></p> <p>Confirm if road access is required.</p> <p>If road access is required, confirm if road access can be provided from the Nation's main on reserve roadways.</p> <p>Obtain an estimate from a Qualified Contractor.</p> | |

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| | | |
|------------|--|--|
| 5) | Choose house plans (stick built or modular). | |
| 6) | Confirm foundation type based on house plan. | |
| 7) | Find a Qualified Contractor to bid on construction plans. All Qualified Contractors will provide proof of Liability Insurance, Workplace Safety and Insurance Board (WSIB) certification and confirmation that all work will be in accordance with Applicable Laws. | |
| 8) | Site Plan. Prepare site layout plan including installation of foundation and services (water, well/septic system, roads and other infrastructure) approved by the Planning & Capital Projects Department. Secure approval from Planning & Capital Projects Department for your house plan and construction details. | |
| 9) | Obtain an estimate for electrical service. Hire a certified electrician for electrical hook-ups (may be included in contract if using a general contractor). | |
| 10) | Obtain an estimate for septic system (if necessary). Provide a copy of the estimate to the Housing Society who will contact Health Canada for a permit. | |
| 11) | Outbuildings and Property improvements (garage, shed, deck, fencing, driveway). Consider requirements for additional items on the property and obtain estimates to include as part of your Loan. | |
| 12) | Energy efficiencies. Consider requirements/opportunities for energy efficiencies to be built into the Home for environmental protection and potential cost savings. | |
| 13) | Landscaping. Consider landscaping requirements and obtain an estimate. \$6,000 budget allowance for covering the cost of lawn, driveway, sidewalk or other improvements. The Nation's Planning and Capital Projects departments may increase this amount year over year by the amount of the Consumer Price Index. | |
| 14) | Finalize Guarantee with the Nation | |

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| | | |
|------------|---|--|
| | After title of land is transferred to the Nation | |
| 15) | Loan papers. Schedule an appointment with the Bank to apply for, obtain and execute documents relating to the Loan for your Property purchase, and if applicable Home construction. | |
| 16) | Life/mortgage insurance. Ensure you obtain life insurance through the Bank’s insurance provider or another reputable insurer for the balance of the Loan. | |
| 17) | Home and property insurance. The Nation will provide a copy of an Insurance Binder to confirm the Property is adequately insured “subject to change to owner on 6 months notice” | |
| 18) | Wills and estate planning. We suggest, but do not require, that you consult with legal counsel or Member Services Department to create a will, which sets out how your estate, including the Property, will be handled and/or transferred and to whom. | |
| 19) | Family law planning. Consult with legal counsel to discuss whether an Interspousal agreement is advisable, which may set out how property is divided upon marital breakdown, including the Property if it is a Matrimonial Home. | |
| 20) | Basic Home Maintenance workshop. Sign up for a basic Home maintenance workshop, to be completed within one year of occupancy. | |
| 21) | Payment of Community Benefit Charge to Nation If the Bank will advance funds directly to you, you will pay the amount of the Community Benefit Charge, if any, to the Nation on the date of the Loan advance, or the interest adjustment date, whichever is sooner. | |

APPENDIX E

Hiyám Home Loan Program Suggested Checklist for Purchase of an Existing Home

Reference is made to the Hiyám Home Loan Program dated effective _____ (“**Policy**”). Capitalized terms used herein have the meanings given to them in the Policy unless expressly provided herein.

The following is a suggested checklist of some of the action items to consider prior purchasing a Property with an existing Home. As you complete them, check off your progress. If you have any questions regarding your Guarantee, Loan or advance of funds, please contact the Housing Society or your Bank.

This checklist is provided solely for reference purposes and is provided without any warranty, express or implied, as to its legal effect or completeness. In some cases, the Nation or Hiyám may conduct some aspect of the work or an action item noted in the checklist below. Please ensure that you communicate with the correct Nation department at the time of commencing your work with this checklist to confirm which action items, if any, will be the Nation’s responsibility.

IMPORTANT - Do not sign any contracts until you have received written approval from the Nation (for the Guarantee) and from the Bank (loan approval) and are ready to proceed with construction. Consider consulting with a lawyer to ensure that all terms and conditions for the loan are in your best interests and meet the Squamish Nation Hiyám Home Loan Program requirements.

| | Action Item | Done Y/No |
|-----------|---|-----------|
| 1) | Obtain a loan worksheet – obtain a Loan worksheet from the Bank to detail your estimated Loan costs (see below for some suggested loan costs/items). | |
| 2) | Confirm the lot location. Developed on lands held by the Nation (see #3 below) Developed on lands held by a Member (see #4 below) | |
| 3) | Property held by the Nation – Confirm location of subject lands with the Registry Department. | |
| 4) | Property held by Member (all costs noted here are your responsibility): | |
| | a) <u>Land cost.</u> | |

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| | | |
|--|---|--|
| | <p>Is there a cost to acquire an interest the Property? If so, obtain an invoice/letter confirming the land cost and written confirmation that the owner will transfer the Property to the Nation.</p> | |
| | <p>b) <u>Land survey.</u></p> <p>A survey of the Property is required prior to commencement of construction. Contact the Member Services Department to secure a copy of the lot survey prior to construction.</p> | |
| | <p>c) <u>Land transfer to the Nation.</u></p> <p>Once a survey is complete the Property interest will be transferred to the Nation. Contact the Member Services Department to arrange/pay for same.</p> | |
| | <p>d) <u>Water source.</u></p> <p>Confirm with Planning and Capital Projects and BC Hydro whether water can be serviced to the Property from the Nation’s main water lines.</p> <p>Obtain permission from the Planning & Capital Projects Department and BC Hydro to tie into main water lines and obtain an estimate from a contractor for the same.</p> <p>If a well is required obtain an estimate from a Qualified Contractor for installation of a well.</p> | |
| | <p>e) <u>Power service.</u></p> <p>Inquire with Planning and Capital Projects whether electricity can be serviced to the Property from the Nation’s main power lines (i.e., are additional power poles required).</p> <p>Obtain written permission from the Planning & Capital Projects Department to tie into main lines.</p> <p>Obtain an estimate from a Qualified Contractor for the same.</p> | |
| | <p>f) <u>Lot preparation.</u></p> <p>Confirm with Planning & Capital Projects Department the costs to prepare the lot for construction including whether there are trees/vegetation to be removed, what lot levelling is required, etc. Obtain an estimate from a Qualified Contractor.</p> | |

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| | | |
|------------|---|--|
| | <p>g) <u>Road access.</u></p> <p>Confirm if road access is required.</p> <p>If road access is required, confirm if road access can be provided from the Nation's main on reserve roadways.</p> <p>Obtain an estimate from a Qualified Contractor.</p> | |
| 5) | Choose house plans (stick built or modular). | |
| 6) | Confirm foundation type based on house plan. | |
| 7) | <p>Find a Qualified Contractor to bid on construction plans.</p> <p>All Qualified Contractors will provide proof of Liability Insurance, Workplace Safety and Insurance Board (WSIB) certification and confirmation that all work will be in accordance with Applicable Laws.</p> | |
| 8) | <p>Site Plan.</p> <p>Prepare site layout plan including installation of foundation and services (water, well/septic system, roads and other infrastructure) approved by the Planning & Capital Projects Department.</p> <p>Secure approval from Planning & Capital Projects Department for your house plan and construction details.</p> | |
| 9) | <p>Obtain an estimate for electrical service.</p> <p>Hire a certified electrician for electrical hook-ups (may be included in contract if using a general contractor).</p> | |
| 10) | <p>Obtain an estimate for septic system (if necessary).</p> <p>Provide a copy of the estimate to the Housing Society who will contact Health Canada for a permit.</p> | |
| 11) | <p>Outbuildings and Property improvements (garage, shed, deck, fencing, driveway).</p> <p>Consider requirements for additional items on the property and obtain estimates to include as part of your Loan.</p> | |
| 12) | Energy efficiencies. | |

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| | | |
|------------|---|--|
| | Consider requirements/opportunities for energy efficiencies to be built into the Home for environmental protection and potential cost savings. | |
| 13) | <p>Landscaping.</p> <p>Consider landscaping requirements and obtain an estimate. \$6,000 budget allowance for covering the cost of lawn, driveway, sidewalk or other improvements. The Nation’s Planning and Capital Projects departments may increase this amount year over year by the amount of the Consumer Price Index.</p> | |
| 14) | <p>Finalize Guarantee with the Nation</p> <p>After title of land is transferred to the Nation</p> | |
| 15) | <p>Loan papers.</p> <p>Schedule an appointment with the Bank to apply for, obtain and execute documents relating to the Loan for your Property purchase, and if applicable Home construction.</p> | |
| 16) | <p>Life/mortgage insurance.</p> <p>Ensure you obtain life insurance through the Bank’s insurance provider or another reputable insurer for the balance of the Loan.</p> | |
| 17) | <p>Home and property insurance.</p> <p>The Nation will provide a copy of an Insurance Binder to confirm the Property is adequately insured “subject to change to owner on 6 months notice”</p> | |
| 18) | <p>Wills and estate planning.</p> <p>We suggest but we do not require that you consult with legal counsel or Member Services Department to create a will, which sets out how your estate, including the Property, will be handled and/or transferred and to whom.</p> | |
| 19) | <p>Family law planning.</p> <p>Consult with legal counsel to discuss whether an Interspousal agreement is advisable, which may set out how property is divided upon marital breakdown, including the Property if it is a Matrimonial Home.</p> | |
| 20) | <p>Basic Home Maintenance workshop.</p> | |

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| | | |
|------------|---|--|
| | Sign up for a basic Home maintenance workshop, to be completed within one year of occupancy. | |
| 21) | Payment of Community Benefit Charge to Nation If the Bank will advance funds directly to you, you will pay the amount of the Community Benefit Charge, if any, to the Nation on the date of the Loan advance, or the interest adjustment date, whichever is sooner. | |

APPENDIX F

Resources for Qualified Contractors

Squamish Nation's Planning and Capital Projects Department keeps a list of Qualified Contractors. Please consult with such department prior to commencing construction to ensure that your desired contractor is on the list, or meets the qualifications in the Policy. The Nation may charge a reasonable fee to investigate contractors not already on the Nation's list of Qualified Contractors.

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APPENDIX G

TERMS OF NATION GUARANTEE AGREEMENT

THIS TERMS OF NATION GUARANTEE AGREEMENT ("**Agreement**") is made as of the _____ day of _____, 20____.

BETWEEN:

SQUAMISH NATION ("**Squamish Nation**" or "**Nation**")

AND:

[INSERT NAME(S) OF HOMEOWNER(S)] ("**Borrower**")

(together, "Parties")

WHEREAS:

- A. Reference is made to the Hiyám Home Loan Policy dated effective _____ ("**Policy**"). Capitalized terms used herein have the meanings given to them in the Policy unless expressly provided herein.
- B. The Borrower has applied and been approved for a Loan through from the Bank to be used to purchase the Land and if applicable, construct or renovate a residential accommodation ("**Unit**") thereon.
- C. The Borrower has applied to and received Conditional Approval from the Nation to issue a Guarantee.
- D. Based on the Guarantee, the Bank has agreed to provide the Borrower with a Loan sufficient to cover the acquisition costs for purchase of the Property, and if applicable cost of construction or renovation of a Unit thereon, less any minimum deposit the Nation requires the Borrower to pay ("**Principal**"), on and subject to the terms and conditions of the Loan agreement between the Borrower and the Bank.
- E. The Nation has agreed to provide a Guarantee on and subject to the terms of this Agreement.

IN CONSIDERATION of the Nation giving the Guarantee, and for other good and valuable consideration the sufficiency of which the Parties hereto hereby acknowledge, and the mutual covenants hereinafter contained, the Parties agree as follows:

1. Provided the Borrower is not in default of their obligations under the Loan Terms, the Nation permits the Borrower a revocable, non-transferable, non-assignable, non-sublicensable, temporary license ("**License**") to use and occupy for the purpose of residential dwelling the following property and any Unit thereon, and during the course of construction or renovation of any Unit on the property, if applicable, the right to so construct or renovate the property and any Unit thereon, located on the parcel or tract of land situated on the Squamish Nation Reserve I.R. in the Province to British Columbia more particularly described as follows ("**Land**" or "**Property**"):

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CIVIC ADDRESS: [INSERT CIVIC ADDRESS]
LEGAL DESCRIPTION: [INSERT LEGAL DESCRIPTION]
ILRS PIN: [INSERT PIN]

2. The License is a license respecting use of the Land only and does not and will not be deemed to grant, convey, or confer to the Borrower any rights or any right, title or interest in or to the Lands except as provided in the License, which excludes without limitation any right of possession, for the duration of the Loan term.
3. The Borrower will ensure compliance with the construction standards as required by the Squamish Nation and in accordance with Applicable Law.
4. The Borrower agrees that the Land will only be used for residential purposes and will not be used for any commercial or industrial purpose or any business whatsoever, except such Home businesses as approved in advance by the Nation in writing and which comply with Applicable Law.
5. Where the Squamish Nation has agreed to provide a financial contribution other than the Guarantee to the Borrower, such contribution will be paid directly to suppliers and/or contractors for the construction or renovation of a Unit, or to the seller of a Property, on receipt of dated and signed invoices from such supplier and contractor which confirms the nature, scope and cost of the work and/r services which were supplied, or the purchase and sale agreement and executed transfer documents setting out the seller's name, purchase price, date of conveyance and other such information relevant to the transfer of the Property. Such financial contribution will only be transferred directly to the Borrower where, in relation to renovations or construction, the cost of the work or services is less than \$500, and, in relation to transfer of a Property, such transfer has been approved by the Nation.
6. The Borrower will keep the Property and any Unit thereon in a good state of repair and further and otherwise comply with section 6.4.d. of the Policy.
7. The Borrower will, if the Borrower can, and if the Borrower cannot, the Borrower consents to the Nation obtaining on the Borrower's behalf and charge the cost thereof back to the Borrower, property insurance sufficient to cover the replacement cost of the Unit and any contents thereof. The Borrower will respond to all documentary and information requests made by the Nation as soon as practicably after receipt of any such request.
8. The Borrower will obtain life insurance in an amount sufficient to cover all of the Borrower's debts outstanding at the time of Application, including the Loan, from a reputable insurer and acceptable to Council, with the proceeds payable to the Nation and the Borrower further agrees to provide proof of such insurance to the Nation when requested to do so by the Nation.
9. The Borrower will comply with the terms and conditions of the Policy, which Policy forms part of this Agreement. For greater certainty, any requirement, obligation, right or other term applicable to the Borrower will be deemed a contractual term or covenant, as applicable, hereunder. To the extent of any conflict between the Policy and this Agreement, the more specific term will govern.
10. The Borrower is in default of this agreement if:

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- i. fails to comply with any term or condition hereof or of the Policy and fails to remedy any such default within 15 days of receipt of written notice from the Housing Society or the Nation setting out in reasonable detail the nature of such default;
 - ii. defaults under the Loan;
 - iii. the Borrower knowingly gave false information to the Nation in respect of this Agreement or pursuant to the Policy;
 - iv. an act or omission of the Borrower relating to the applicable Property or Unit has led to a material risk of harm to human life or safety, or to the personal or real property of another person;
 - v. the Borrower has engaged in illegal activity; or
 - vi. an act or omission of the Borrower has resulted in a material adverse effect upon the quiet enjoyment, security, safety or physical well-being of a neighbouring occupant, or the Nation.
11. Upon default hereunder: (a) the Nation may deliver notice of termination of the License, and immediately upon delivery of such notice the License will immediately and without further notice terminate, and the Borrower will give up possession of the Lands without notice to quit and without the Nation having to bring any action to remove the Borrower, (b) the Nation may have quiet possession of the Lands, and neither the Borrower nor any heir, executor, administrator, successor or assign thereof will have any right, title or interest in or to the Lands, and (c) any cost, charge, fee, expense or other amount payable or incurred by the Nation pursuant to the Guarantee will immediately become a debt due and payable to the Nation, plus an administration fee of 15% thereof, and accruing interest at a rate of 10% per annum, and the Nation may setoff any such amounts, administrative fee and interest against any amounts payable by the Nation to the Borrower, including distributions, and the Nation may apply to a court of competent jurisdiction to garnish the wages of the Borrower to enforce payment thereof.
 12. The Nation's remedies herein are cumulative and if exercised do not prevent the Nation from exercising other remedies available to it.
 13. If the Borrower defaults hereunder, and the Nation terminates the License in accordance with section 11, the Borrower will immediately become a trespasser upon the Lands and may be forcibly removed by the Nation or another person at the direction of the Nation or Housing Society without any liability to the Nation, the Housing Society, or any of such persons' affiliates, Council members, directors, officers, shareholders, members, employees, agents or other representatives.
 14. The Borrower will not sell, assign, mortgage, pledge or otherwise transfer or dispose of ("**Transfer**") the Lands without first providing written notification to the Nation of their intent to so Transfer the Lands.
 15. Where the Borrower wishes to Transfer the Lands, and the Borrower has obtained a bona fide offer to purchase from an arms-length purchaser ("**Offer**"), the Borrower will notify the Nation of such offer and the details thereof within 5 business days of receipt of such Offer. The Nation will have the right, which the Nation may exercise by delivery of written notice to the Borrower exercising such right pursuant to this section 15, to purchase the Lands for the price set out in the Offer ("**Right of First Refusal**"). Where the Nation exercises the Right of First Refusal, the Nation will obtain at its own expense an 'as is' valuation of the Lands by a reputable valuator selected by the Nation acting reasonably ("**Valuation**"). The purchase price to be paid by the

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Nation to the Borrower will be the same price in the Offer, unless such purchase price in the Offer exceeds the Valuation by more than 10%, in which case, the purchase price will be the value set out in the Valuation. Where the Nation exercises the Right of First Refusal, the Borrower is responsible to pay the outstanding Loan in full, plus all related legal and closing costs at the date of closing of the sale, plus any fee/commission due to a real estate agent if contracted with by the Borrower, and the Nation may pay such amounts to the Bank, agent or legal counsel as required to close the purchase and sale of the Lands on behalf of the Borrower, and receipt of such funds by such persons will constitute receipt by the Borrower of the proceeds of such sale.

16. The Borrower will defend, indemnify and hold harmless the Nation and the Housing Society, and such persons' respective Councillors, directors, officers, employees, contractors, agents, representatives, shareholders, members, successors, assigns and other related persons ("**Nation Parties**" and each a "**Nation Party**") from and against any and all claims or liabilities incurred or sustained by any Nation Party as arising from, caused by or in any way relating to the Borrower's use of the Lands, including but not limited to:
 - a. any bodily injury or death of any person, or loss or damage to any property belonging to any person;
 - b. any act or omission of the Borrower which results in a breach of any Applicable Laws, regulations or orders;
 - c. any act, omission or misconduct on the part of the Seair or any of its employees, contractors or agents;
 - d. any breach of any obligation of the Borrower contained in this Agreement or the Policy;
 - e. WorkSafeBC BC, bodily injury, death or property damage to the extent caused or contributed to by the Borrower; and/or
 - f. the employment and/or termination of employment of any person employed or contracted by the Borrower;and in no case will any Nation Party be liable for any such claims or liabilities, except where such losses are incurred or sustained directly as a result of the Nation's own negligence, wilful misconduct, breach of this Agreement or breach of applicable law.
17. To the extent that the Loan funds are advanced directly by the Bank to the Borrower, the Borrower will pay on the same day as advance of the Loan funds, or the interest adjustment date of the Loan, whichever is sooner, the amount of any Community Benefit Charge. The Borrower irrevocably directs the Nation, in the event that the Nation receives the Loan proceeds from the Bank, to deduct the amount of the Community Benefit Charge or any other amount due and payable to the Nation in accordance with the Policy or this Agreement.
18. At the end of the Loan term, provided the Borrower has not defaulted under the Loan, and upon receipt of written request of the Borrower to do so, the Nation will issue or allot, as applicable, a Certificate of Possession to the Borrower in their name.
19. The Borrower will participate in an annual Home visit to be completed by the Housing Society, at a mutually agreed upon time and date.
20. In the case of default, all right, title and interest in and to the Lands will remain with the Squamish Nation, and neither the Borrower nor any of their heirs, executors, administrators, successors nor assigns as the case may will have any claim to the land.

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21. The Terms and conditions of this Agreement will be binding to the benefit of the Nation and the Borrower, their respective heirs, executors, administrators, successors and assigns as the case may be.
22. Provided, and it is hereby agreed by and between the Nation and the Borrower that should default be made by Borrower in the observance or performance of any of the covenants, provisos, agreements or condition herein contained, then the Borrower will be in breach of this Agreement and thereafter the Nation may have quiet possession of the lands and premises hereby secured and if Council has had to honour its Guarantee to the Bank, then the full amount paid will forthwith become due and payable by the Borrower to the Nation.
23. Time is of the essence hereof.
24. This Agreement and the Policy contain the entire agreement between the Parties.
25. If any section or portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be deemed to be severed from the remainder of this Agreement.
26. The necessary grammatical changes required to make the provisions of this Agreement apply to corporations, trusts, partnerships and individuals, males and females, and to circumstances of plurality and singularity, shall in all instances be assumed as though in each case fully expressed.
27. This Agreement will be governed by the laws of Canada and British Columbia as applicable, and the Parties attorn to the courts of British Columbia and Canada sitting in Vancouver, BC.
28. This Agreement may only be amended in writing, except that, notwithstanding any law or rule of equity to the contrary, the Policy may be amended from time to time by the Nation and notice of any material amendments to the Borrower, and the terms of the Policy will remain binding on the Borrower without written acceptance to such amendments.
29. The Borrower will sign such further instruments and documents and do and perform and cause to be done such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and the matters contemplated hereby.
30. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

[Signature page follows]

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[Signature Page to Terms of Nation Guarantee Agreement]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
)

[INSERT NAME]
[Insert profession]
[Insert address and phone number]

[INSERT BORROWER NAME]

SQUAMISH NATION

By: _____
Name: _____
Title: _____