



# Office of Native American Programs Section 184/184A Programs Warranty of Completion



<b>1. Section 184/184A Case Number</b>
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<b>2. Direct Guarantee Lender</b>
2a. Name

2b. Loan Number	2c. Land Type
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<b>3. Purchaser(s)</b>		
3a. Purchaser's Last Name or Tribe/Entity	3b. First Name	3c. Middle Name
3d. Co-Purchaser's Last Name	3e. First Name	3f. Middle Name

<b>4. Property</b>			
4a. Street Address	4b. City	4c. State	4d. Zip Code

For good and valuable consideration, and in accordance with Section 184 of the Housing and Community Development Act of 1992 (Act), as amended (12 U.S.C. § 1715z-13a), and Section 184A of the Act (12 U.S.C. § 1715z-13b), as amended, the undersigned Warrantor hereby warrants to the Purchaser(s)/Owner(s) identified in the caption hereof, and to his/her successors or transferees, that:

The dwelling located on the property identified in the caption hereof is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variations therein). **Provided however**, that this warranty shall apply only to such instances of substantial nonconformity as to which the Purchaser(s)/Owner(s) or his/her (their) successors or transferees shall have given written notice to the Warrantor at any time or times within one year from the date of original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy, whichever first occurs. **Provided further**, that in the event (1) the Purchaser(s)/Owner(s) acquired title to the captioned property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Warrantor may be given any time or times within one year from the date of completion or initial occupancy of such dwelling, whichever first occurs, or (2) where it has been necessary to postpone improvements, such notice of nonconformity to the Warrantor as to such incomplete items may be given at any time or times within one year from the date of full completion of each of such items.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications upon which the Office of Native American Programs (ONAP) has based the valuation of the property, excepting those constructed by a Tribe, municipality, or other government authority.

The undersigned Warrantor further warrants to the Purchaser(s)/Owner(s) or his/her (their) successors or transferees, the property against defects in equipment, material, or workmanship and materials supplied or performed by the Warrantor or any subcontractor or supplier at any tier resulting in noncompliance with standards of quality as measured by acceptable trade practices. This warranty shall continue for a period of one year from the date of original conveyance of title to such Purchaser(s) or from the date of full completion of each of any items completed after conveyance of title. The Warrantor shall remedy, at the Warrantor's expense, any defect(s) of equipment, material, or workmanship furnished by the Warrantor. The Warrantor shall restore any work damaged in fulfilling the terms and conditions of this warranty.

If a manufactured (mobile) home was erected on this property, the Warrantor further warrants that (1) the property (other than the manufactured unit itself) complies with the submitted construction exhibits; (2) the manufactured home sustained no hidden damage during transportation and erection; and (3) if the home was manufactured in separate sections, the sections were properly joined and sealed.



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#### 5. Manufacturer (If applicable)

5a. Name		5b. Phone Number		
5c. Street Address		5d. City	5e. State	5f. Zip Code

This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/Owner(s) or his/her (their) successors or transferees may have under any other law or instrument, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Purchaser(s)/Owner(s), and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser(s)/Owner(s) or his/her (their) successors or transferees heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

This warranty is executed for the purpose of inducing ONAP to guarantee a Section 184 or 184A Loan on the captioned property, and the person signing for the Warrantor represents and certifies that he/she is authorized to execute the same by the Warrantor and by his/her signature the Warrantor is duly bound under the terms and conditions of said warranty. ONAP reserves the right to make a final determination as to whether a defect exists and whether the builder must remedy the defect.

The undersigned Warrantor certifies under penalty of perjury that the property was constructed in compliance with ONAP Minimum Property Requirement for the Section 184 and 184A programs.

**I, the undersigned, certify under penalty of perjury that the information provided above is true, correct, and accurate. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 1001, 1010, 1012, 1014).**

#### 6. Warrantor

6a. Last Name	6b. First Name	6c. Middle Name
6d. Title	6e. Signature	6f. Date

#### 7. Purchaser's Acknowledgement

7a. Purchaser's Signature	7b. Date
7c. Co-Purchaser's Signature	7d. Date

**Purchaser Note:** Any notice of nonconformity must be delivered to the Warrantor within the period or periods set forth above.

#### 8. Builder

8a. Name		8b. Phone Number		
8c. Street Address		8d. City	8e. State	8f. Zip Code

**Burden Notice:** This information is required for the U.S. Department of Housing and Urban Development (HUD) to determine whether a loan is eligible for a loan guarantee under the Section 184 Indian Housing Loan Guarantee (Section 184) program and/or the Section 184A Native Hawaiian Housing Loan Guarantee (Section 184A) program. Public reporting burden for this collection of information is estimated to average 2 minutes per response, including the time for searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, U.S. Department of Housing and Urban Development, 451 7th Street SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-XXXX. HUD may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number. HUD is authorized to solicit the information requested in the form by virtue of 12 U.S.C. §§ 1715z-13a and 1715z-13b, and 24 C.F.R. Parts 1005 and 1007. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.