



Tarrant County Housing Partnership, Inc.

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM (AHAP) GUIDELINES  
MAY 1, 2014**

**TARRANT COUNTY HOUSING PARTNERSHIP, INC. (TCHP) ADMINISTERS THE CITY OF  
ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM (AHAP).**

**PROGRAM OUTLINE**

*The program objective is to provide lower income citizens with the opportunity to purchase an affordable home within the City of Arlington. Assistance for down payment and/or closing costs is available to lower income homebuyers for up to \$7,500 throughout the City of Arlington and up to \$10,000 in the designated target area or households with a disabled member (please see map of current target area), dependent upon availability.*

Eligible applicants must be low-income and able to acquire a market rate mortgage loan. Once qualified, customers choose their own home from existing housing stock or newly constructed homes throughout the City of Arlington. Potential homes are to be inspected by the City of Arlington's AHAP approved home inspector (utilities must be turned on for the property inspection) to ensure AHAP property standards are met. Recipients must meet household income guidelines and complete a HUD-approved Homeownership Training course.

TCHP will assist anyone who wishes to purchase a home through an approved lender and qualify according to these program guidelines. A second lien for the amount of AHAP assistance will be placed on the property by the City of Arlington. The second lien amount is reduced in monthly increments over the affordability period. If the entire affordability period is met, the City of Arlington will file a release of lien at the end of the term. However, a portion of the second lien is due and payable upon sale or transfer of the property before the end of the affordability period. Funds for this program are available for single-family units throughout the City of Arlington with special consideration given to the designated target area(s).

This program is funded by the U. S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program grant funds provided through the City of Arlington.

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**FEDERAL REGULATIONS FOR THIS PROGRAM MUST BE MET BY ALL PARTIES PARTICIPATING IN THE PROGRAM.** The City of Arlington (COA) and Tarrant County Housing Partnership, Inc. are committed to affirmatively furthering fair housing (AFFH) for all persons. COA and TCHP give all persons of similar income levels the ability to have available the same housing choices regardless of race, color, religion, sex, handicap, sexual orientation, gender identity, marital status, familial status, or national origin.



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**A. BORROWER QUALIFICATIONS AND PROGRAM GUIDELINES:**

- 1) A) The borrower(s) annual gross household income may not exceed 80% of the area’s median income as adjusted for family size (subject to change annually). Income eligibility is determined in accordance with Part 24 CFR Part 5.609, referred to as ‘Part 5 Income’. TCHP determines income using the *Technical Guide for Determining Income and Allowances for the HOME Program (Third Edition, January 2005)* located at: [http://portal.hud.gov/hudportal/documents/huddoc?id=19754\\_1780.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=19754_1780.pdf) and HUD’s Income and Allowances calculator located at <https://www.onecpd.info/incomecalculator/>.  
 B) All household income sources will be used in the calculation by examining source documents and third party verifications. These include, but are not limited to: wages, SSI, SSDI, interest earned on assets, unemployment benefits, and child support. Anticipated gross annual household income will be calculated, at the time of application, for the upcoming 12 months. Household income for all family members who will reside in the new property will be used in the income certification.  
 C) All household income information must be re-verified after six months. TCHP will not re-examine household income unless six months has elapsed since staff determined that the household qualified as income eligible or ineligible.
- 2) The HUD income limits in effect as of May 1, 2014, are as follows:

<u>Family Size</u>	<u>80% of Area Median Income</u>
1	36,900
2	42,150
3	47,400
4	52,650
5	56,900
6	61,100
7	65,300
8	69,500

- 3) Borrower (s) must meet HUD’s definition of a First-Time Homebuyer or be from a federally declared disaster area in order to qualify for AHAP down payment and closing cost assistance.
- 4) Employees of the City of Arlington must complete a ‘City Employee Request to Use HUD Funds’ attachment to the program application. Additional information regarding the conflict of interest policy and procedures and the definition of ‘family’ as defined in the City of Arlington Personnel Policies will be provided.
- 5) Borrower’s liquid assets may not exceed \$15,000 at time of application. Part 5 Annual Income Net Family Asset Inclusions and Exclusions located on Page 32 at: [http://portal.hud.gov/hudportal/documents/huddoc?id=19754\\_1780.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=19754_1780.pdf) or see **Exhibit 16**.
- 6) Borrower(s) must be able to demonstrate a responsible attitude toward credit. Borrower must be credit approved by a participating mortgage lender.
- 7) Borrower(s) must have continuous employment history for the past six months with verifiable employment for a minimum of one (1) year.

- 8) Borrower(s) must successfully complete the HUD-approved Homebuyer Education Course conducted by TCHP or other HUD-approved counseling agency. If borrowers have obtained a certificate of completion from another HUD-approved homebuyer education course, they will not be required to retake the course, but they will still be required to meet with TCHP counseling staff for individual credit counseling/education.
- 9) Borrower(s) must invest a **minimum of \$1,000** as evidenced on the Good Faith Estimate (GFE) and final HUD-1. This cannot be paid from AHAP funds. This can include any earnest money deposit paid by the homebuyer and any other cost paid by the homebuyer at or before closing. No more than 50 percent of this investment requirement may come from gifts of cash. The borrower(s) *may not* receive money at closing.
- 10) A borrower's home mortgage debt service ratio (front end ratio) may not exceed 35%. A borrower's total debt to income ratio (back end ratio) may not exceed 45%. Only items considered as "FHA Allowable Debt" will be included in the debt ratio calculation under the AHAP guidelines. Upon request, TCHP will review all ratios that exceed these guidelines and determine eligibility on a case-by-case basis.
- 11) Borrower(s) must occupy the purchased property during the entire affordability period (5 years). At no time can the property be leased or rented or used as a business. Any violation of this regulation will result in the acceleration of the note with the balance payable immediately and may cause other sanctions to be taken against the borrower(s).
- 12) The assistance loan is a no-interest, deferred note forgivable throughout the affordability period. At the end of the affordability period, the lien is released by the City of Arlington. The loan will be forgiven at a rate of 1/60<sup>th</sup> per month during the affordability period (at a 5 year term). **THIS IS A NON-ASSUMABLE LOAN.**
- 13) TCHP shall coordinate the project directly with the borrower. The borrower must communicate directly with TCHP regarding assistance.
- 14) The borrower must obtain TREC Inspection and submit copy at time of application.

#### **B. PROPERTY QUALIFICATIONS:**

- 15) Properties may be pre-existing, single-family homes, newly constructed homes purchased from builder (must be ready for occupancy), seller/owner-occupied, or vacant rental units (at least three months) located in the City of Arlington. No occupied rental, single-family units are eligible unless the existing tenant is purchasing the property.
- 16) Manufactured homes are excluded from this program.
- 17) Maximum sales price on a home cannot exceed the current FHA 203(b) limit (subject to change annually).
- 18) Properties must appraise for a least 100% of the sales price.
- 19) The structure and property must be outside the flood plain as designated in the most recent FEMA Flood Plain Map(s).
- 20) All properties must comply with applicable local code requirements and AHAP Property Standards (<http://www.tchp.net/>). Mechanical and termite inspections are to be completed and submitted to TCHP.
- 21) All AHAP required repairs must be completed at the expense of the Seller prior to closing unless the property is a HUD foreclosed, FHA insurable property without a repair escrow.

- 22) In the event the property does not pass an onsite inspection, a letter will be sent to the appropriate contact person with a list of property deficiencies. After repairs are made, an appointment must be scheduled with the AHAP inspector for re-inspection. Under no circumstances will TCHP require repairs to be made on a property until TCHP has APPROVED the borrower for AHAP assistance.
- 23) If borrower selects a foreclosed property, a maximum of \$1,500, provided by the borrower, can be held in escrow for minor repairs. A re-inspection by the AHAP inspector is required prior to borrower's occupancy. This is applicable only for FHA insurable HUD foreclosed properties without repair escrows. HUD foreclosed properties with repair escrows are not allowed under this program.

**C. LENDERSGUIDELINES:**

- 24) Mortgage Companies/Lenders must attend the Lender Orientation hosted by TCHP prior to submitting a client application/file requesting assistance. These workshops are provided free of charge on a monthly basis. See [www.tchp.net](http://www.tchp.net) for a list of dates.
- 25) Lender must submit a completed AHAP application and the required supporting documents as listed on the AHAP Referral Checklist to TCHP.
- 26) TCHP requires a minimum of thirty (30) days for processing from the date a COMPLETE file is received at the TCHP office; located at 3204 Collinsworth St., Fort Worth, TX 76107. Processing will not begin until all documents are received.
- 27) Mortgage loans may be Conventional, FHA or VA. First Mortgage Loan interest rates may not exceed 2% above current Fannie Mae Market 30-year rate at a 15-, 20, or 30-year fixed rate. No Adjustable Rate Mortgages (ARM), 2-1 Buy Downs, Seller Financed Transactions or Balloon Mortgages will be accepted. No un-occupying co-borrowers will be allowed.
- 28) Sales contracts submitted to TCHP for consideration must include the fully executed TCHP Addendum to Contract of Sale (Exhibit 9), Notice to Seller (Exhibit 10) and the Notice of Real Property Owner/Seller (Exhibit 11) signed and dated by the Seller/Owner of the property.
- 29) First liens shall require property tax and insurance escrow accounts.
- 30) No discount points will be charged to the borrower(s) by the first lien lender. This applies whether paid by the seller, borrower or other parties.
- 31) The lender may charge an origination fee of no more than 1%.
- 32) In addition to the origination fee, maximum lender fees cannot exceed \$800, excluding all third party and title fees.
- 33) Certification of Insurance (homeowner policy) for a minimum of the appraised value of the property is required prior to the loan closing. The lender must inform the insurance carrier of the City of Arlington's second lien position.
- 34) TCHP requires forty-eight (48) hours advance notice for closing. TCHP must have a final settlement statement (HUD-1) at least twenty-four (24) hours prior to closing.
- 35) The lender must ensure that the GFE and HUD-1 reflect the following:
  - Minimum \$1,000 total investment from the homebuyer.
  - All borrower's P.O.C. All third party expenses (surveys, appraisals, inspections, etc.) are eligible.

- Eligible pre-paid items including up to fourteen (14) months of homeowner's insurance (structure and contents). Actual amounts to be included as accruals will be calculated.
- Seller paid one (1) year home warranty.
- The current TCHP processing fee which is paid from original HOME funds in addition to the AHAP assistance.
- The current attorney filing fee which is paid from original HOME funds in addition to the AHAP assistance.
- The homebuyer cannot receive money from the closing.
- The total amount of the second lien AHAP assistance must be listed as payable to the 'The City of Arlington' and returned to the following address: City of Arlington, Grants Management, P.O. Box 90231, MS 01-0330, Arlington, TX 76004-3231.

36) First lien is held by the lender. The City of Arlington is the second lien holder.

#### D. IMPLEMENTATION PLAN

- 37) Complete the AHAP packet available at [www.tchp.net](http://www.tchp.net) (click link for AHAP Guidelines). All documents must be completed and executed.
- 38) Completed packets must be provided by hard copy and delivered to the TCHP office located at 3204 Collinsworth Street, Fort Worth, TX 76107.
- 39) Any incomplete packets must be completed prior to processing. The lender will be notified of the remaining incomplete documentation.
- 40) **TCHP requires a thirty (30) day processing time, which will begin only after ALL documents are received.** TCHP will verify borrower(s) eligibility for assistance and confirm the lender documents meet stated program requirements and provide final approval. In addition, the processing period includes completion of all required property inspections/surveys, appraisals, title commitment, document preparation, etc. to prepare for closing.
- 41) TCHP will correspond with all parties involved via email throughout the entire process.
- 42) TCHP will strive to provide each client with prompt, courteous attention in order to effectively expedite all contractual closing dates.
- 43) TCHP will submit an original *HOME Program Agreement Between the City of Arlington and Applicant for Homebuyer Assistance* (Exhibit A) to the City of Arlington for execution prior to settlement date. The City of Arlington will ensure the document is submitted to the title company for closing to be recorded with the 2<sup>nd</sup> lien Deed of Trust.
- 44) If the borrower(s) do not qualify for the assistance program, the reason of ineligibility will be documented and forwarded to the lender and the borrower(s) in writing.
- 45) Borrower(s) receiving AHAP assistance must attend and complete a HUD-approved Homebuyer Education Course and receive a counseling certificate. The certificate must be provided to TCHP prior to closing. TCHP offers the course free of charge; see [www.tchp.net](http://www.tchp.net) for a list of dates.
- 46) During the applicable affordability period, the City of Arlington will verify that the homeowner still resides in the property. An update letter will be mailed annually to the residence, which must be completed and returned to the City of Arlington. If this affordability provision is not met, the City of Arlington will refer the issue for legal review. This process will be continued during the affordability period as required by the HOME affordability guidelines.
- 47) TCHP will offer post-purchase, delinquency, and default counseling and education opportunities to all clients to ensure foreclosure prevention. These services are provided at no charge.

48) Requests for waivers of current AHAP policy or submission of a grievance must be submitted in writing according to the following protocol:

- Program Administrator
- City of Arlington, Grants Coordinator - HOME PROGRAM
- City of Arlington, Grants Manger
- City of Arlington, Assistant Director of Community Development and Planning

**LENDER REFERRAL CHECKLIST**

Borrower Name: \_\_\_\_\_

Date: \_\_\_\_\_

Loan Officer: \_\_\_\_\_

Loan Processor: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

EXHIBIT	REQUIRED DOCUMENTATION FOR <u>ALL HOUSEHOLD MEMBERS</u>	LENDER CHECKED	CHECKED BY TCHP
1	AHAP LENDER REFERRAL CHECKLIST FOR TCHP		
2	AHAP APPLICATION FOR HOMEBUYERS' ASSISTANCE		
3	AHAP HUD INCOME LIMITS / SIGNED BY BORROWER(S)		
4	TCHP COUNSELING AGREEMENT AND DOCUMENT REQUEST WAIVER		
5	BORROWERS – KNOW YOUR RIGHTS!		
6	RESALE / AFFORDABILITY PROVISION CERTIFICATION AND BORROWERS ACKNOWLEDGEMENT		
7	REQUEST FOR RESERVATION OF AHAP FUNDS (7,500 – 10,000 )		
8	AHAP INCOME WORKSHEET		
9	AHAP ADDENDUM TO CONTRACT OF SALE		
10	AHAP NOTICE TO SELLER		
11	AHAP NOTICE TO REAL PROPERTY OWNER/SELLER		
12	AHAP INSPECTION REQUEST		
13	AHAP LEAD-BASED PAINT ACKNOWLEDGEMENT FORM		
14	AHAP ESCROW RELEASE FORM		
15	HOME MATCH DONATION FORM		
A	AHAP HOME PROGRAM AGREEMENT BETWEEN COA & APPLICANT(S)		
	FOR A COPY OF AHAP MINIMUM HOUSING STANDARDS see at <a href="http://www.tchp.net">www.tchp.net</a>		
	FOR A COPY OF ARLINGTON TARGET AREA MAPS see at <a href="http://www.tchp.net">www.tchp.net</a>		
	COPY OF FULLY SIGNED & EXECUTED RECEIPTED PURCHASE CONTRACT		
	SIGNED RESIDENTIAL MORTGAGE LOAN APPLICATION (1003)		
	COPY OF APPRAISAL (when available)		
	COPY OF BUYER'S REQUIRED TREC HOME INSPECTION ( TERMITE REPORT IF APPLICABLE)		
	COPY OF LENDER'S SIGNED LETTER OF COMMITMENT & 1008 TRANSMITTAL SUMMARY		
	COPY OF FINAL SIGNED GOOD FAITH ESTIMATE AND INITIAL FEES WORKSHEET		
	COPY OF CREDIT REPORT		
	COPY OF TRADITIONAL VERIFICATION OF EMPLOYMENT		
	COPY OF TRADITIONAL VERIFICATION OF RENTAL		
	FEMA DOCUMENTATION AND/OR CERTIFICATION (if applicable)		
	COPY OF 1 YEAR HISTORY FOR CHILD SUPPORT FROM A.G. OFFICE		
	COPY OF RETIREMENT BENEFITS AND INVESTMENT STATEMENTS FOR ALL ACCOUNTS		
	COPY OF SOCIAL SECURITY INCOME		
	COPY OF LAST (4) CONSECUTIVE PAYCHECK STUBS (if overtime / bonus / commission are applicable, please provide 3 full months of paycheck stubs)		
	COPY OF LAST (6) CONSECUTIVE CHECKING STATEMENTS FOR ALL ACCOUNTS		
	COPY OF LAST (3) CONSECUTIVE SAVINGS STATEMENTS FOR ALL ACCOUNTS		
	COPY OF SIGNED LAST (2) CONSECUTIVE INCOME TAX RETURNS (1040, 1099, AND W-2)		
	COPY OF DIVORCE DECREE (if applicable)		

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM (AHAP)  
INTAKEAPPLICATION**

The information on this form is needed to determine if your household is eligible to participate under a Federally-funded home buyer assistance program, the AHAP Program. Please complete this entire form and leave no blanks.

If there are any questions that you do not understand, please contact your lender.

I. THIS SECTION TO BE COMPLETED BY LENDER		
Lending Institution:	Loan Officer Name:	Loan Processor Name:
Address:	Email:	Email:
Phone:	Phone:	Phone:
	Fax:	Fax:

II. THIS SECTION TO BE COMPLETED BY APPLICANT		
<b>A. CONTACT INFORMATION</b>		
Street Address / Apt #: (as shown on driver's license or government ID)	Occupied for: _____ Yrs _____ Mos	Cost Per Month:
City / State / Zip:		
<b>Current Address:</b> (if different from above)		
Occupied for: _____ Yrs _____ Mos	Cost Per Month:	
City / State / Zip:		
Home / Cell Phone (Head of Household):	Home / Cell Phone (Co-head of Household):	
Work Phone (Head of Household):	Work Phone (Co-head of Household):	
Email (Head of Household):	Email (Co-Head of Household):	

B. HOUSEHOLD COMPOSITION – List Head of Household and all other persons who will be living in the property and their relationship to Head of Household.						
Full Name (exactly as it appears on driver's license or other govt. document)	Relationship to Head of Household	Date of Birth	Gender: M / F	Student Status: FT / PT	Social Security #	Receives Income: Yes / No
1.	Head of Household					
2.						
3.						
4.						
5.						
6.						
7.						
8.						

**EXHIBIT 2**

<b>C. HOUSEHOLD COMPOSITION INFORMATION</b>		
Are any of the household members listed above foster children?	___ Yes ___ No	If YES, who? _____
Are any of the household members listed above a live-in attendant?	___ Yes ___ No	If YES, who? _____
Are any household members temporarily absent from the home?	___ Yes ___ No	If YES, who? _____
Indicate reason for temporary absence: _____		
Do you anticipate any other persons to join your household after purchase of your home?	___ Yes ___ No	If YES, who? _____
If YES, explain: _____		

<b>D. ANNUAL INCOME - List ALL income and benefits received for ALL adults and children in your household, except for earned income from employment by persons under the age of 18.</b>					
Identify income from all of the following sources, including periodic payments:	Head of Household	Co-Head of Household / Spouse	Other Adult Member(s)	Child or Dependent	Total
Salary ___ Yes ___ No					
Over Time ___ Yes ___ No					
Commissions / Fees ___ Yes ___ No					
Tips & Bonuses ___ Yes ___ No					
Salary from 2 <sup>nd</sup> Job ___ Yes ___ No					
Temporary Income ___ Yes ___ No					
Income from Military ___ Yes ___ No					
Interest / Dividends ___ Yes ___ No					
Business Net Income ___ Yes ___ No					
Net Rental Income ___ Yes ___ No					
Social Security ___ Yes ___ No					
Supplemental Security Income (SSI) ___ Yes ___ No					
SSDI / Disability ___ Yes ___ No					
Pension ___ Yes ___ No					
Retirement Funds ___ Yes ___ No					
Support from Family ___ Yes ___ No					
Unemployment Benefits ___ Yes ___ No					
Workers' Comp ___ Yes ___ No					
Alimony / Spousal Support ___ Yes ___ No					
Child Support ___ Yes ___ No Voluntary or Court ordered – circle one					
AFDC / TANF ___ Yes ___ No					
Other (explain): _____ ___ Yes ___ No					

**EXHIBIT 2**

**E. CURRENT EMPLOYMENT CONTACT INFORMATION**

Household Member's Name		Occupation		Work Phone	
Name & Street Address of Employer		City	State / Zip	Work Fax	
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly _____ <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Bi-Weekly _____ <input type="checkbox"/> Twice a Month _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> Yearly _____ <input type="checkbox"/> Other (explain) _____		# hours worked per week

Household Member's Name		Occupation		Work Phone	
Name & Street Address of Employer		City	State / Zip	Work Fax	
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly _____ <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Bi-Weekly _____ <input type="checkbox"/> Twice a Month _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> Yearly _____ <input type="checkbox"/> Other (explain) _____		# hours worked per week

Household Member's Name		Occupation		Work Phone	
Name & Street Address of Employer		City	State / Zip	Work Fax	
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly _____ <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Bi-Weekly _____ <input type="checkbox"/> Twice a Month _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> Yearly _____ <input type="checkbox"/> Other (explain) _____		# hours worked per week

Household Member's Name		Occupation		Work Phone	
Name & Street Address of Employer		City	State / Zip	Work Fax	
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly _____ <input type="checkbox"/> Weekly _____ <input type="checkbox"/> Bi-Weekly _____ <input type="checkbox"/> Twice a Month _____ <input type="checkbox"/> Monthly _____	<input type="checkbox"/> Yearly _____ <input type="checkbox"/> Other (explain) _____		# hours worked per week

**F. HOUSEHOLD ASSETS – Identify if anyone in your household has any of the following types of assets, including dependents under the age of 18.**

Identify All Asset Sources	Cash Value	Asset Income (Interest / Dividends)	Name of Financial Institution	Account Number
Checking Account <input type="checkbox"/> Yes <input type="checkbox"/> No				
Additional Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No				
Savings Account <input type="checkbox"/> Yes <input type="checkbox"/> No				
Additional Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No				
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No				
Stocks, Bonds, Mutual Funds* <input type="checkbox"/> Yes <input type="checkbox"/> No				
Real Estate or Home or Land <input type="checkbox"/> Yes <input type="checkbox"/> No				
IRA / Keogh Account(s)* <input type="checkbox"/> Yes <input type="checkbox"/> No				
Retirement / Pension Funds <input type="checkbox"/> Yes <input type="checkbox"/> No				
Trust Funds <input type="checkbox"/> Yes <input type="checkbox"/> No				
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No				
Whole Life Insurance Cash Value* <input type="checkbox"/> Yes <input type="checkbox"/> No				

\* When listing the "cash value" of any asset with an asterisk (\*), indicate the amount you would have if you were to convert it to cash. The amount would be less any penalties for withdrawal, amounts used to pay off a balance, or any fees which may be charged for conversion to cash.

**EXHIBIT 2**

<b>G. HOUSEHOLD ASSET INFORMATION</b>	
1.	Has anyone in the household given away anything of value within the last two years? (if a home was released due to foreclosure, bankruptcy or divorce, answer no) <input type="checkbox"/> Yes <input type="checkbox"/> No      If YES, who? _____ _____ _____
2.	Has anyone in the household owned a home in the last three years? <input type="checkbox"/> Yes <input type="checkbox"/> No    If NO, when was it disposed of? _____ Do they c u If YES, is it being rented? <input type="checkbox"/> Yes <input type="checkbox"/> No Is it sitting vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No Is it in the process of being sold? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>H. HOUSING ASSISTANCE – List any assistance proved to or received by any member of the household</b>			
Source	Amount	Date Received	Reason
FEMA <input type="checkbox"/> Yes <input type="checkbox"/> No (Federal Emergency Management Agency)			
SBA <input type="checkbox"/> Yes <input type="checkbox"/> No (Small Business Administration)			
Section 8 <input type="checkbox"/> Yes <input type="checkbox"/> No (Housing Choice Voucher)			
TBRA <input type="checkbox"/> Yes <input type="checkbox"/> No (Tenant Based Rental Assistance			
Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No (Homeowner)			
Other <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____			

<b>H. CONFLICT OF INTEREST INFORMATION</b>	
1.	Is anyone in the household currently serving (or served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of the City of Arlington, the AHAP Program Administrator, or the Development Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, identify who, organization, and role: _____
2.	Is anyone in the household <u>related</u> to anyone currently serving (or served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of the City of Arlington, the AHAP Program Administrator, or the Development Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, identify who, organization, and role: _____

**I. APPLICANT CERTIFICATION – I/We understand that the above information is being collected to determine if I/we are eligible to receive home buyer assistance. I/We authorize verification on all information provided on this application. I/We also certify that no other governmental assistance is being provided or anticipated. I/We certify that should other governmental assistance be sought for the purchase of the property, TCHP and the City of Arlington will be notified immediately.**

**RELEASE:** My/Our signature(s) here authorizes the release and/or verification of my/our employment information.

Applicant Printed Name	Signature	Date
Co-Applicant Printed Name	Signature	Date
Adult Member Printed Name	Signature	Date
Adult Member Printed Name	Signature	Date

**WARNING! Title 17, Section 1001 of United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States. All information shown is true and correct to the best of my/our knowledge.**

**EXHIBIT 2**

<b>J. HEAD OF HOUSEHOLD DEMOGRAPHICS – This information is collected to assure compliance with fair housing and equal opportunity regulations. Please fill in the appropriate information for Head of Household.</b>						
<b>Female Head of Household?</b> ___ Yes ___ No	<b>Sex</b> ___ Male ___ Female	<b>Age</b>	<b>Ethnicity – Hispanic</b> ___ Yes ___ No	<b>Race – see codes below</b>	<b>Elderly</b> ___ Yes ___ No	<b>Disabled</b> ___ Yes ___ No
<b>Applicant Opt Out:</b> I do not wish to furnish information regarding ethnicity, race, sex, age, and disability _____						<b>(initials)</b>

<b>Race Codes for Head of Household Demographics</b>	
<b>A</b>	White
<b>B</b>	Black / African American
<b>C</b>	Asian
<b>D</b>	American Indian / Alaska Native
<b>E</b>	Native Hawaiian / Other Pacific Islander
<b>F</b>	American Indian / Alaska Native & White
<b>G</b>	Asian & White
<b>H</b>	Black / African American & White
<b>I</b>	American Indian / Alaska Native & Black / African American
<b>J</b>	Other Multi Racial

<b>K. FAIR HOUSING AND EQUAL OPPORTUNITY</b>
<p>The City of Arlington (COA) and Tarrant County Housing Partnership, Inc. (TCHP) are committed to affirmatively furthering fair housing for all persons. COA and TCHP give all persons of similar income levels the ability to have available the same housing choices regardless of race, color, religion, sex, sexual orientation, gender identity, marital status, familial status, or national origin.</p>


**AHAP HOMEBUYERS' ASSISTANCE  
HUD Income Limits**

The AHAP homebuyers' assistance is to provide funding for down payment and/or closing costs to households whose income does not exceed 80% of the Area Median Income (AMI). The income limitations are based on federal formulas published by the U.S. Department of Housing and Urban Development (HUD) and are adjusted for family size. The income limits are subject to change annually.

The HUD income limits in effect as of May 1, 2014, are as follows:

<b><u>Family Size</u></b>	<b><u>Initial</u></b>	<b><u>80% of Area Median Income</u></b>
1	_____	\$36,900
2	_____	\$42,150
3	_____	\$47,400
4	_____	\$52,650
5	_____	\$56,900
6	_____	\$61,100
7	_____	\$65,300
8	_____	\$69,500

\_\_\_\_\_  
Borrower's Signature

\_\_\_\_\_  
Borrower's Signature



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, D.C. 20410-8000

**BORROWERS - KNOW YOUR RIGHTS!**

**ATTENTION BORROWER:** This may be the largest and most important loan you get during your lifetime. You should be aware of certain rights before you enter into any loan agreement.

- ◆ YOU have the **RIGHT** to shop for the best loan for you and compare the charges of different mortgage brokers and lenders.
- ◆ YOU have the **RIGHT** to be informed about the total cost of your loan including the interest rate, points and other fees.
- ◆ YOU have the **RIGHT** to ask for a Good Faith Estimate of all loan and settlement charges before you agree to the loan and pay any fees.
- ◆ YOU have the **RIGHT** to know what fees are not refundable if you decide to cancel the loan agreement.
- ◆ YOU have the **RIGHT** to ask your mortgage broker to explain exactly what the mortgage broker will do for you.
- ◆ YOU have the **RIGHT** to know how much the mortgage broker is getting paid by you and the lender for your loan.
- ◆ YOU have the **RIGHT** to ask questions about charges and loan terms that you do not understand.
- ◆ YOU have the **RIGHT** to a credit decision that is not based on your race, color, religion, national origin, sex, marital status, age, or whether any income is from public assistance.
- ◆ YOU have the **RIGHT** to know the reason if your loan was turned down.
- ◆ YOU have the **RIGHT** to ask for the HUD settlement costs booklet "Buying Your Home."

Signatures of Borrower(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

---

"Buying Your Home" and other helpful information is available at HUD'S WEB site:

[http://www.hud.gov/fha/res/respa\\_hm.html](http://www.hud.gov/fha/res/respa_hm.html)

For other questions call 1.800.217.6970

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, D.C. 20410-8000

**Prestatarios - Conoscan sus derechos!**

**Atención prestatario:** Este puede ser el préstamo más grande e importante de su vida. Por tanto, usted debe conocer ciertos derechos antes de entrar en un acuerdo de préstamo hipotecario.

- ◆ Usted tiene el **derecho** de adquirir el préstamo hipotecario que más le convenga y de comparar los cargos de diferentes corredores de hipoteca y prestamistas.
- ◆ Usted tiene el **derecho** de estar informado sobre el costo total de su préstamo incluyendo el porcentaje de la tasa de interés, puntos y otros cargos.
- ◆ Usted tiene el **derecho** de preguntar por el Estimado de Buena Fe de todo el préstamo hipotecario y los costos de cierre, antes de estar de acuerdo con el préstamo y pagar algún cargo.
- ◆ Usted tiene el **derecho** de saber cuáles recargos no seran devueltos si usted decide cancelar el contrato de préstamo.
- ◆ Usted tiene el **derecho** de pedir a su corredor de hipoteca que le explique lo que hará por usted.
- ◆ Usted tiene el **derecho** de saber cuáles son los honorarios que el corredor de hipoteca está recibiendo de usted y del prestamista.
- ◆ Usted tiene el **derecho** de hacer preguntas sobre aquello que no entiende relacionado con los cargos y términos del préstamo.
- ◆ Usted tiene el **derecho** a una decision de crédito que no esté basada en su raza, color de piel, religion, origen nacional, sexo, estado civil, edad, o en caso de que algunos de sus ingresos que vengan de la asistencia pública.
- ◆ Usted tiene el **derecho** de saber la razón por la cual al préstamo no le fue consedido.
- ◆ Usted tiene el **derecho** de solicitar el folleto de HUD sobre gastos de cierre hipotecarios tíktulado “Comprando Su Casa”.

Signatures of Borrower(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

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“Comprando Su Casa” HUD’S WEB site:

[http://www.hud.gov/fha/res/respa\\_hm.html](http://www.hud.gov/fha/res/respa_hm.html)

Para más información llame a HUD 1.800.217.6970

**RESALE/AFFORDABILITY PROVISION CERTIFICATION  
AND BORROWER(S)' ACKNOWLEDGEMENTS**

I acknowledge that the resale, refinance, repayment provisions associated with the Arlington Homebuyers' Assistance Program loan for which I am applying have been clearly and understandably explained to me, and I fully understand these provisions. I understand that the loan is being made to me based upon my assurance that I will live in the house, as my principal place of residence and that if I should sell, refinance or move from the property within the first 60 months after the mortgage loan closing, the loan will become immediately due and payable to the City of Arlington. I further acknowledge that the assistance I receive will be in the form of a deferred, forgivable loan forgiven at the monthly rate of the affordability period commencing on the first month's anniversary of the mortgage loan closing date. I acknowledge that the resale, repayment calculation examples and the circumstances under which they would be initiated, have been clearly explained to me, and that I understand them and the circumstances under which they would be triggered.

I further acknowledge that I have been informed of the rules and regulations of the Arlington Homebuyers Assistance Program and understand that the funds for this program are limited and offered to applicants on a first come-first served basis and that, because funds are limited, there is no guarantee the funding I apply for will be actually provided until such time that we are officially notified in writing by the City of Arlington of that fact, but that our application will be taken and considered on a first come-first served basis.

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Borrower:

\_\_\_\_\_  
Date:



**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
REQUEST FOR RESERVATION OF FUNDS**

Tarrant County Housing Partnership, Inc. is pleased to commit funds from its HOME allocation in the amount of up to \$7,500 to help with down payment and closing cost assistance associated with the purchase of a home located at:

\_\_\_\_\_ Zip: \_\_\_\_\_  
**Property Address**

These funds are authorized to assist in the purchase for the above property only and cannot be transferred to another property. The borrower(s) understand that this loan is a deferred, forgivable note and that the debt obligation will be forgiven over the period of affordability on a monthly basis commencing on the first month anniversary of the loan closing. The borrower(s) will execute a promissory note for an amount up to \$7,500 secured by a deed of trust, which will obligate the borrower(s) to repay the unforgiven balance of the note amount to the City of Arlington at the point of resale or refinance during the affordability period. Further, it is understood that the transfer of these funds will occur at closing of the sale and purchase of the above property and that they are contingent upon both the property and the borrower(s) meeting all HOME program eligibility and mortgage lender underwriting requirements.

**FOR TCHP**

**FOR BORROWER(S)**

\_\_\_\_\_  
**Housing Program Director      Date**

\_\_\_\_\_  
**Borrower Signature:                      Date**

\_\_\_\_\_  
**President                                      Date**

\_\_\_\_\_  
**Borrower Signature:                      Date**



**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
REQUEST FOR RESERVATION OF FUNDS**

Tarrant County Housing Partnership, Inc. is pleased to commit funds from its HOME allocation in the amount of up to \$10,000 to help with down payment and closing cost assistance associated with the purchase of a home located at:

\_\_\_\_\_ Zip: \_\_\_\_\_  
**Property Address**

These funds are authorized to assist in the purchase for the above property only and cannot be transferred to another property. The borrower(s) understand that this loan is a deferred, forgivable note and that the debt obligation will be forgiven over the period of affordability on a monthly basis commencing on the first month anniversary of the loan closing. The borrower(s) will execute a promissory note for an amount up to \$10,000 secured by a deed of trust, which will obligate the borrower(s) to repay the unforgiven balance of the note amount to the City of Arlington at the point of resale or refinance during the affordability period. Further, it is understood that the transfer of these funds will occur at closing of the sale and purchase of the above property and that they are contingent upon both the property and the borrower(s) meeting all HOME program eligibility and mortgage lender underwriting requirements.

**FOR TCHP**

**FOR BORROWER(S)**

\_\_\_\_\_  
**Housing Program Director      Date**

\_\_\_\_\_  
**Borrower Signature:                      Date**

\_\_\_\_\_  
**President                                      Date**

\_\_\_\_\_  
**Borrower Signature:                      Date**



**Arlington Homebuyers' Assistance Program  
Income Worksheet**

**Primary Borrower's Information:** Name \_\_\_\_\_

Monthly Salary \_\_\_\_\_ +

Projected Overtime \_\_\_\_\_ +

Projected Bonuses/Raises \_\_\_\_\_ +

Benefits/Pensions \_\_\_\_\_ +

**Secondary Borrower's Information:** Name \_\_\_\_\_

Monthly Salary \_\_\_\_\_ +

Projected Overtime \_\_\_\_\_ +

Projected Bonuses/Raises \_\_\_\_\_ +

Benefits/Pensions \_\_\_\_\_ +

**Other 18 and over Residents' Information:** Name \_\_\_\_\_

Monthly Salary \_\_\_\_\_ +

Projected Overtime \_\_\_\_\_ +

Projected Bonuses/Raises \_\_\_\_\_ +

Benefits/Pensions \_\_\_\_\_ +

**Child Support/Regularly Scheduled Gifts (Monthly)** \_\_\_\_\_ = \_\_\_\_\_  
SUB-TOTAL

**ANNUALIZED TOTAL SALARIED INCOME (SUB -TOTAL)** \_\_\_\_\_ +

**Assets (Annual)**

Annual Interest Actually Earned \_\_\_\_\_ +

If total value of assets exceed  
\$5,000 multiply the non-interest  
bearing assets by 2% \_\_\_\_\_ =

**TOTAL ANNUAL HOUSEHOLD INCOME:** \_\_\_\_\_

**Monthly Mortgage Payment (estimated):**

Principal / Interest	\$ _____
Taxes	\$ _____
Insurance	\$ _____
Other (please specify) _____	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**HOUSING DEBT RATIO:** \_\_\_\_\_% **TOTAL DEBT RATIO:** \_\_\_\_\_% **PLEASE NOTE:** A borrower's home mortgage debt service ratio (front end ratio) may not exceed 35%. A borrower's total debt to income ratio (back end ratio) may not exceed 45%.

Request submitted by:

\_\_\_\_\_

Lending Institution

\_\_\_\_\_

Loan Officer Signature

Date

\_\_\_\_\_

Phone

Email

**Please submit the completed AHAP Income Worksheet to Tarrant County Housing Partnership, along with the AHAP Application for Homebuyers' Assistance signed by applicant(s).**

---

**Tarrant County Housing Partnership Action:**

**Date Received** \_\_\_\_\_

**Reviewed By** \_\_\_\_\_

**Date** \_\_\_\_\_

**Approved By** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Date response faxed to Lender** \_\_\_\_\_

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Tarrant County Housing Partnership, Inc.  
3204 Collinsworth St., Fort Worth, TX 76107  
817.924.5091 Fax: 817.924.7619  
[www.tchp.net](http://www.tchp.net)

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
ADDENDUM TO CONTRACT OF SALE**

**Property Address:** \_\_\_\_\_

Sale of the above property is contingent upon Seller's acceptance to the estimated fair market value as per the Notice to Seller. Seller must notify TCHP within 5 days in writing of intent to withdraw contract.

The Purchaser and the Seller acknowledge that this document is only an offer to purchase property and does not constitute a binding contract.

This contract is subject to the Purchaser's obtaining financing through AHAP and TCHP-approved first lien holder.

The Purchaser and the Seller understand that this sale involves federal program funding; therefore, the terms of the contract will to be tailored in order to provide the purchaser with federal assistance.

The Seller certifies that this property has been vacant for at least ninety (90) days prior to execution of contract, unless seller/homebuyer is residing in property. **(See Exhibit 10).**

The Seller gives no warranty regarding the condition of furniture, appliances, light fixtures, and ceiling fans that will remain with the property.

The Seller will pay for all required repairs, including the foundation. All repairs must be completed prior to loan closing at the expense of the Seller. The property must have all housing code violations repaired by the Seller and must comply with AHAP Minimum Housing Standards and all code standards prior to loan closing.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201 .**

\_\_\_\_\_  
Purchaser's signature

\_\_\_\_\_  
Seller/Owner's signature

\_\_\_\_\_  
Co-Purchaser's signature

\_\_\_\_\_  
Seller/Owner's signature

\_\_\_\_\_  
Purchaser's address and phone

\_\_\_\_\_  
Seller/Owner's address and phone

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
NOTICE TO SELLER**

This notice must be signed and dated by the Seller/Owner before the loan will be processed and/or funded.

\_\_\_\_\_  
Seller/Owner

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Property Value – **Seller must provide [www.tad.org](http://www.tad.org) value and/or appraised value**

This letter is to inform you that the above-referenced property, of which you are the owner, is proposed to be purchased by a person with the assistance of federal funds. This communication is to assure you that this sale is strictly VOLUNTARY, and the purchaser does not have the power of eminent domain. Therefore your property will not be purchased if negotiations fail to result in an agreed-upon price. The estimated fair-market value of your property noted above is based on the most recent county appraisal.

Additionally, the vacancy status of your property may impact the proposed purchaser's ability to finance this home purchase. Please provide information below regarding the vacancy status of your property.

**To acknowledge your receipt and understanding of the information related above, please select all applicable statements shown below and sign.**

\_\_\_\_\_  
I, the Seller, have read and understand the above information.

I hereby certify that the residence has been my primary residence for \_\_\_\_\_ years/months preceding the sale of the property.

I hereby certify that the residence shown above has been vacant for \_\_\_\_\_ months preceding the sale of the property.

I hereby certify that the renter negotiating purchase at the above-referenced property has been a resident at the above property since \_\_\_\_\_. For documentation, attached is a copy of the executed lease agreement.

\_\_\_\_\_ I wish to proceed with the negotiations/sale.

**(INITIAL)**

\_\_\_\_\_ I wish to withdraw from the negotiations/sale.

**(INITIAL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE TO REAL PROPERTY OWNER/SELLER**

Date: \_\_\_\_\_  
Owner(s)/Seller(s): \_\_\_\_\_  
Buyer(s): \_\_\_\_\_  
Address of Property under Consideration: \_\_\_\_\_

Dear Owner/Seller:

Property believed to be owned by you is being considered for purchase, as referenced above. Because Federal funds in the form of down payment and closing cost assistance to the Buyer may be used in the purchase of your property, we are required to disclose the following information by the U.S. Department of Housing and Urban Development (HUD) [Uniform Relocation Assistance and Real Property Acquisition Policies Act as amended (URA), Section 24.101(b)(2)]:

1. The proposed sale is voluntary. In the event negotiations fail to result in an agreement, the property will not be acquired via voluntary purchase or eminent domain.
2. The fair market value of the property is estimated to be \$ \_\_\_\_\_. However, since this transaction is voluntary, current or future negotiations may result in a price that could be (a) commensurate with this estimate or, (b) for an amount that exceeds or is less than this estimate.

An owner-occupant who conveys his or her property under these terms does not qualify as a displaced person. Additionally, any person who occupies the property for the purpose of obtaining assistance under the URA does not qualify as a displaced person. However, tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be informed in writing as soon as feasible. In accordance with HUD requirements, if the information provided above is disclosed after an option to purchase or contract has been executed between the Buyer and the Seller, the Seller must be provided the opportunity to withdraw from the agreement.

Any title deficiencies, liens, or encumbrances on the property must be cleared prior to any closing. Generally, this is a cost that is borne by the seller of the property. However, if approved by the participating jurisdiction (PJ), these costs may be fully paid by the seller, by the buyer or, as negotiated between the seller and the buyer, using their own funds. **No federal funds can be used to pay these costs.**

Should you have any questions, please feel free to contact: **Angela Norman City of Arlington** (Name of City (PJ), Organization or Lender) at **817-459-6221** (Telephone Number).

Receipt acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Witness

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
INSPECTION REQUEST**

**Note:** Upon your receipt of this AHAP Inspection Request, TCHP will initiate the AHAP Minimum Housing Standards inspection.

Lender Company: \_\_\_\_\_

Lender Address: \_\_\_\_\_

Loan Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_ \_\_\_\_\_ Fax: \_\_\_\_\_

Borrower(s): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail: \_ \_\_\_\_\_

Property Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Year Built: \_\_\_\_\_ (this information is important for the inspection/lead based paint)

Buyers' Realtor: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_ \_\_\_\_\_ Fax: \_\_\_\_\_

Listing Realtor: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_ \_\_\_\_\_ Fax: \_\_\_\_\_

Title Company: \_\_\_\_\_ Closer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_ \_\_\_\_\_

Sellers Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_ \_\_\_\_\_

---

Tarrant County Housing Partnership, Inc.  
3204 Collinsworth St., Fort Worth, TX 76107  
817.924.5091 Fax: 817.924.7619 [www.tchp.net](http://www.tchp.net)



**Arlington Homebuyers' Assistance Program  
Lead-Based Paint Acknowledgement**

I fully understand that if the house I am purchasing located at: \_\_\_\_\_  
\_\_\_\_\_ was built prior to January 1, 1978, and that the house  
might contain lead-based paint.

I acknowledge, understand and accept that the City of Arlington (the "City") relies upon the lead-based paint disclosure statement from the seller to the buyer of the house as to the existence or non-existence of lead-based paint in the structure in addition to a visual inspection for disturbed paint.

I understand that it's the responsibility of the seller of the house to disclose to me whether there is any lead-based paint in any structure on the property, if the seller is aware of same, and that it is not the responsibility of the City, its board members, employees, agents, contractors, or sub-contractors to disclose to me the actual presence of lead-based paint in any structure unless said information from a certified lead-based paint inspector has been so received by the City. I acknowledge that I have received and accepted the seller's disclosure and that it is my responsibility to determine my satisfaction with the physical condition of the home being purchased including the potential presence of lead-based paint.

I acknowledge that neither the City nor any of its agents have forced or required me in any manner, to buy any particular piece of property. The decision whether to purchase or to not purchase any particular piece of property is solely my responsibility and that the purpose of the home inspection performed by the City, its agents, contractors or sub-contractors, in regards to lead-based paint, is to identify any evidence of disturbed, cracked or peeling paint on any structure on the property and if said disturbed paint is observed, to notify me and to require the seller to correct the deficiency before the City's funds would be released to assist in the purchase of the property.

I acknowledge that any inspector employed or contracted by the City who passes an inspection on the house I am purchasing, is acknowledging only that there was no cracked or peeling paint on the interior or exterior of the structures on the property evident at the time of inspection and that neither the City, its board members, employees or contractors will guarantee that the property I am purchasing is actually free or will continue to be free of friable or non-friable lead-based paint for any period of time. Nor will the City, its board members, employees, or contractors repair any property I own or will own found to have friable or non-friable lead-based paint within it.

I agree to release and indemnify the City, its board members, officers, employees and contractors from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including without limitation attorney's fees and expenses, and the time of City personnel involved) relating any incident or loss arising from or attributable to the presence of lead-based paint in any structure on the property I am purchasing.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Date

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
ESCROW RELEASE FORM**

Section III of the Arlington Homebuyers' Assistance Program provides for a mechanism for eligibility of HUD foreclosed homes that initially do not pass the inspection based upon the Minimum Housing Standards for this program. The policy provides for the applicant/homebuyer to escrow funds for the required repairs, provided the estimate does not exceed \$1,500.

Upon repair and re-inspection, the borrower must submit a copy of the pass inspection performed by the AHAP program inspector, together with receipts for expenses incurred to the AHAP program administrator, currently Tarrant County Housing Partnership, Inc.

By authorized signature below, Tarrant County Housing Partnership acknowledges approval for the release of funds held in escrow to the homebuyer named below. Evidence provided demonstrates completion of required repairs and compliance with Minimum Housing Standards for the Arlington Homebuyers' Assistance Program.

\_\_\_\_\_  
Borrower Name

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
TCHP Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
TCHP Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Date of Re-inspection



City of Arlington HOME Investment Partnership Program  
Match Donation Form

**Section 1 HOME Assisted Property Location**

Match for HOME assisted properties must be identified by the HOME assisted property.

Please complete the following:

Property Address: \_\_\_\_\_, Arlington, TX \_\_\_\_\_  
Street Address Zip Code

**Section 2 Form of Match**

Match can be provided in numerous forms. Please check the appropriate match form and complete the amount. Use multiple lines if more than one form of match was provided.

- Cash Amount \$ \_\_\_\_\_
- Forbearance of fees Amount \$ \_\_\_\_\_
- Donated land or real property Amount \$ \_\_\_\_\_
- On/off site infrastructure improvements Amount \$ \_\_\_\_\_
- Proceeds from affordable housing bonds Amount \$ \_\_\_\_\_
- Donated materials Amount \$ \_\_\_\_\_
- Donated professional services Amount \$ \_\_\_\_\_
- Below Market Interest Rate (BMIR) Amount \$ \_\_\_\_\_
- Other \_\_\_\_\_ Amount \$ \_\_\_\_\_

Please provide a description of how this amount of match was determined. For example, if customary fees for a comparable transaction are \$1,200, and actual fees charged were \$800, the match amount would be \$400. Donated equipment rental: \$40/hour for 3 hours=\$120.

\_\_\_\_\_

**Section 3 Match Source**

Eligible match can be contributed from most non-federal sources. Please check the source of match contribution and identify the contributor below.

Source of Match:  Business Funds  Personal Funds  Other Non-Federal

Provided by: Name of Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Your contribution to affordable housing in Arlington is appreciated! Please return via fax (817)924-7619.

**ARLINGTON HOMEBUYERS' ASSISTANCE PROGRAM  
LIST OF LIQUID ASSETS**

<b>PART 5 – NET FAMILY ASSET INCLUSIONS &amp; EXCLUSIONS</b>	
<b>INCLUSIONS</b>	<b>EXCLUSIONS</b>
1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.	1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars, and vehicles specially equipped for persons with disabilities.
2. Cash value of revocable trusts available to the applicant.	2. Interest in Indian trust lands.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.	3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income the assets earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.	4. Equity in cooperatives in which the family lives.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).	5. Assets not accessible to and that provide no income for the applicant.
6. Retirement and pension funds.	6. Term life insurance policies (i.e., where there is no cash value).
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).	7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.	
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements, and other amounts not intended as periodic payments.	
10. Mortgages or deeds of trust held by an applicant.	



EXHIBIT "A"

HOME PROGRAM AGREEMENT
BETWEEN CITY OF ARLINGTON
AND APPLICANT FOR HOMEBUYER ASSISTANCE

Table with 3 columns: HOMEBUYER NAME(S):, PROPERTY ADDRESS:, PHONE NUMBER:

This HOME Investment Partnerships Program ("HOME Program") Agreement is entered into by the City of Arlington, Texas ("City") and \_\_\_\_\_ (hereinafter called "Homebuyer" whether one or more persons). Homebuyer is seeking assistance from City to purchase a single-family house (hereinafter called "Property") located at \_\_\_\_\_ Arlington, Texas. This Agreement applies only to the Homebuyer and the Property identified above. This Agreement describes the HOME Program rules that pertain to the assistance provided through the Arlington Homebuyers' Assistance Program (AHAP). The duration of this Agreement is five (5) years from the date of loan closing and runs concurrently with the affordability period and deed of trust.

By initialing the items listed below, the Homebuyer confirms that each item has been read and Homebuyer understands and agrees to comply with each item.

1. USE OF HOME PROGRAM FUNDING

\_\_\_\_\_ The City will provide direct HOME assistance in the amount of \$\_\_\_\_\_ as a deferred payment loan, forgiven over five years, to assist the Homebuyer with down-payment and closing costs.

\_\_\_\_\_ At the time Homebuyer is approved for AHAP assistance, Homebuyer must be a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development (HUD) for the Fort Worth-Arlington metropolitan area.

\_\_\_\_\_ Homebuyer must complete purchase of the Property within sixty (60) days of approval for HOME Program assistance and must occupy the Property within sixty (60) days after loan closing.

2. AFFORDABILITY RESTRICTIONS

\_\_\_\_\_ Homebuyer agrees to occupy the Property as Homebuyer's principal residence for five (5) years from the date of loan closing. This is called the affordability period.

Homebuyer's affordability period starts the date the Deed of Trust (page 12) is notarized.

Homebuyer's end date of affordability is the date under the "Forgiveness of Debt" section in the Deed of Trust (page 2).

\_\_\_\_\_ The maximum purchase price of the Property must not exceed the 203(b) FHA Mortgage Limits for the Fort Worth-Arlington metropolitan area.

The appraised value is: \$\_\_\_\_\_

The 203(b) FHA Mortgage Limit is: \$\_\_\_\_\_

The Purchase Price is: \$\_\_\_\_\_

\_\_\_\_\_ The HOME assistance provided by the City will be secured by a promissory note and recorded subordinate deed of trust (no lower than second position). Monthly payments will not be required on this portion of the assistance. This assistance will be provided at 0% interest and will be forgiven at a rate of 1.67% for each full month the Homebuyer uses the Property as his/her principal residence during the affordability period.

\_\_\_\_\_ If Homebuyer does not maintain the property as his/her principal residence, the amount of HOME Program Assistance will be subject to recapture. The amount subject to recapture shall be the amount of HOME Program assistance reduced pro-rata based upon the time (in full months) that Homebuyer has utilized the Property as his/her principal residence. If there are insufficient net proceeds (sales price less outstanding superior liens and all closing costs) to repay the HOME Program assistance due, a lesser amount may be repaid from what is available of net proceeds. The lesser amount will be the ratio of HOME Program assistance to the first mortgage loan. Excess proceeds, after repayment of superior lien, closing costs, and HOME Program assistance, may be retained by the Homebuyer.

**3. ENFORCEMENT PROVISIONS**

\_\_\_\_\_ Breach of this Agreement occurs if, during the affordability period, the Homebuyer sells or transfers title to the Property, rents or leases the Property, uses the Property as a place of business, refinances the Property with cash-out, or if Homebuyer no longer lives in the Property as his/her principal residence. If breach occurs, the recapture provision will apply.

\_\_\_\_\_ If breach of this Agreement occurs, the City shall give notice to Homebuyer and the Senior Lien Holder prior to acceleration. The notice shall specify: (a) the nature of the breach; (b) the action required to cure the breach; (c) a date, not less than 30 days from the date the notice is given to Borrower (and with respect to the Senior Lien Holder, 60 days from the date the notice is given to the Senior Lien Holder), by which the breach must be cured; and (d) that failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and sale of the Property. Paragraph 23 Acceleration; Remedies of the City of Arlington HOME Program Subordinate Deed of Trust further details notice, acceleration, and remedies in case of breach, and is incorporated herein by reference.

\_\_\_\_\_ If Homebuyer defaults on the superior lien and foreclosure transfer of deed in lieu of foreclosure, or any assignment or transfer of Property to HUD occurs, this Agreement will automatically be terminated. Paragraph 19 Borrower's Right to Reinstate further describes Borrower's responsibilities for reinstatement if in default, and is incorporated herein by reference.

\_\_\_\_\_ Homebuyer agrees to abide by all applicable HOME Program regulations as set forth in 24 CFR Part 92 and as incorporated herein by reference. A copy of the regulation in its entirety can be accessed at: <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.

By signing below, Homebuyer acknowledges receipt of this document and understanding of its contents.

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director or Designee, Community Development and Planning

\_\_\_\_\_  
Date