



**THE DEVELOPMENT CORPORATION
OF
TARRANT COUNTY
HOMEBUYERS' ASSISTANCE PROGRAM
REVISED DECEMBER 2022**

**THE DEVELOPMENT CORPORATION OF TARRANT COUNTY (DCTC) HOMEBUYERS'
ASSISTANCE PROGRAM (Conventional Loans Only)**

PROGRAM OUTLINE

A subsidy for down payment and/or closing cost assistance is available to low-income homebuyers who are acquiring a conventional mortgage only in Tarrant County for properties owned by DCTC. The amount of the subsidy for the program will not exceed \$14,999.00. Eligible applicants must be low-to moderate-income as defined by HUD limits of 80% of Area Median Income and must be able to acquire a conventional mortgage only loan. Once pre-qualified, customers choose a home from DCTC's existing inventory and complete HC HUD-approved Homeownership Training Course. This program is funded through the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME Program).

DCTC will assist all who desire to purchase a home through an approved lender and qualify according to these program guidelines. A second lien is a no-interest deferred, forgivable, 5 year loan and will be placed on the property by DCTC. The second lien is forgiven at 20% each year through the 5 year affordability period if sold prior to the affordability period. DCTC will file a release of lien upon the homeowners request at the end of the affordability period. The assistance provided for this program is currently only available for DCTC owned properties in Tarrant County.

FEDERAL REGULATIONS FOR THIS PROGRAM MUST BE MET BY ALL PARTIES PARTICIPATING IN THE PROGRAM.

The Development Corporation of Tarrant County is committed to affirmatively furthering fair housing (AFFH) for all persons. DCTC gives all persons of similar income levels the ability to have available the same housing choices, regardless of race, color, religion, sex, handicap, familial status, sexual orientation, gender identity, marital status, or national origin.

STREAMLINE PROCESS

Prior to submitting a complete lender packet, the new streamline prequalification process requires submission of the following items:

- AHAP Intake Application
- Lender 1003 / Uniform Loan Application and credit report
- Most recent four paycheck stubs for all household members (must include YTD total)
- Most recent statement for all asset accounts (checking, savings, CD's, 401k, etc.)
- counseling agreement and document request waiver

Based on the information received from these documents, DCTC will be able to make an initial determination on income eligibility and debt to income ratios and provide all parties a preliminary approval to move forward with the full program application and lender packet. The preapproval letter will include conditional language that a final eligibility determination notice will be issued after all program guideline documents are received and underwritten per program guidelines.

A. BORROWER QUALIFICATIONS AND PROGRAM GUIDELINES:

- 1) 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). DCTC determines income using the Part 5 income determination listed in 24 CFR Part 5.609, referred to as 'Part 5 Income'. DCTC 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 and HUD's Income and Allowances calculator located at <https://www.onecpd.info/incomecalculator/>.
- 2) 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 age 18 and older who will reside in the new property will be used in the income certification, subject to regulatory exclusions.
- 3) All household income information must be re-verified after six months. DCTC will not re-examine household income unless six months has elapsed since staff determined that the household qualified as income eligible or ineligible.
- 4) Borrowers are required to have a minimum of the equivalent of two months of mortgage payments which include principal, interest, taxes, and insurance in cash reserves following the purchase of the home.

- 5) The HUD income limits in effect as of June 15, 2022, are as follows:

<u>Family Size</u>	<u>80% of Area Median Income</u>
1	50,650
2	57,850
3	65,100
4	72,300
5	78,100
6	83,900
7	89,700
8	95,450

- 6) Borrower(s) liquid assets may not exceed \$15,000 at time of closing (from all sources). 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 or see **Exhibit 15**. Borrower(s) who exceed this guideline will only be offered closing cost assistance.
- 7) Borrower(s) must be able to demonstrate a responsible attitude toward credit and must be credit approved by a participating lender
- 8) Borrower(s) must have continuous employment history for the past six months and verifiable employment for a minimum of one (1) year.
- 9) Borrower(s) must successfully complete the HUD-approved Homebuyer Education Course conducted by HC or other HUD-approved housing counseling agency. H C Counselors providing the education must possess applicable NeighborWorks Center for Homeownership education and Counseling certification, or be actively pursuing certification and under the supervision of a certified counselor. Certificates of completion of homebuyer education are acceptable for 1 year from the date of issue. If greater than one year has passed, the borrower will be required to meet with HC counselors for a minimum 2 hour refresher course. Documentation of this will be provided in the form of a letter from the counselor providing the counseling. 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 may be required to meet with HC counseling staff for individual pre-closing review. All HC housing counseling will be offered to applicants at no cost to the applicant.
- 10) Borrower(s) must invest a **minimum of \$1,000**, as evidenced on the Fees Worksheet and final CD. This cannot be paid from DCTC funds. This can include any earnest money deposit paid by the homebuyer and any other cost paid by the homebuyer at or before closing. Gifts of cash may not exceed 50% of this investment requirement. The borrower(s) *may not* receive money at closing.
- 11) Borrower(s) home mortgage debt service ratio (front-end ratio) may not exceed 35% nor be less than 10%. 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 DCTC guidelines.

- 12) Borrowers are required to have a minimum of the equivalent of two months of mortgage payments which include principal, interest, taxes, and insurance in cash reserves following the purchase of the home.
- 13) Borrower(s) must occupy the purchased property during the entire affordability period of 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).
- 14) The assistance loan is a no-interest, deferred, forgivable note throughout the 5-year affordability period. At the end of the 5-year affordability period, the lien is released by DCTC upon request of the borrower.
- 15) The second lien on the deferred note may be subordinated upon request of borrower to DCTC. Requests will only be granted to provide for a refinance for the borrower with more favorable terms than the original first lien note. The borrower may not receive any cash at closing during the refinance. DCTC may, at their sole discretion, allow for cash out to the borrower in extreme circumstances for example, paying for extraordinary medical costs with verifiable documentation. In the event of a refinance, the new loan is subject to the same responsible lending criteria as the original to include: loan type, term, reasonable closing costs, escrows for taxes and insurance, prohibition on discount points and limitation on origination fees. The borrower does not need to be income eligible at the time of refinance. The affordability period shall continue without interruption.
- 16) DCTC 's second lien will not be less than second position. The lien can be amended or subordinated during the affordability period for release or addition of an individual on the existing obligation under the first lien due to change in marital status or death of one of the individuals obligated under the original liens and notes.
- 17) DCTC shall coordinate the project DIRECTLY with the borrower(s). The borrower(s) must communicate DIRECTLY with DCTC.

B. LENDER GUIDELINES:

- 18) Mortgage loans must be Conventional. 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.
- 19) First liens shall require property tax and insurance escrow accounts.

- 20) 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.
- 21) The lender may charge an origination fee of no more than 1%, excluding all third party and title fees.
- 22) In addition to the origination fee, maximum lender fees cannot exceed \$1,000. Combined fees to include third party investor fee cannot exceed a total of \$1,500.
- 23) Certificate of Insurance (homeowner policy) for a minimum of the appraised value of the property must be submitted to DCTC prior to the loan closing. The lender must inform the insurance carrier of the DCTC's second lien position and must list DCTC as a lien holder.
- 24) DCTC requires a forty-eight (48) hour advance notice for closing. DCTC must have a final CD at least twenty-four (24) hours prior to closing.
- 25) The lender must ensure that the Fees Worksheet and CD reflect the following:
 - Minimum \$1,000 total investment from the homebuyer.
 - All borrower(s) P.O.C.'s and third party expenses (surveys, appraisals, inspections, etc.) are eligible.
 - Eligible pre-paid items, which may include 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 homebuyer cannot receive money from the closing.
 - The total amount of the second lien subsidy must be listed as payable to the 'Development Corporation of Tarrant County' and returned to the following address: 1509 B South University Avenue, Suite 208, Fort Worth, TX 76107.
- 26) First lien is held by the Lender. The Development Corporation of Tarrant County is the second lien holder. The subsidy loan is a no-interest, deferred forgivable note throughout the affordability period. At the end of the affordability period, the lien is released upon request of the borrower. The loan will be forgiven at the 5-year anniversary. **THIS IS A NON-ASSUMABLE LOAN.**
- 27) Complete the DCTC homebuyer assistance packet attached to these guidelines. All documents must be completed and executed.
- 28) Completed packets must be provided by hard copy and delivered to the DCTCoffice located at 1509 S. University Dr., Suite 208, Fort Worth, TX 76107.

- 29) All incomplete packets must be completed prior to processing. The lender will be notified of the remaining required documentation within three (3) business days of receipt of packet.
- 30) **DCTC requires a thirty (30) day processing time, which will begin only after ALL documents are received.** DCTC 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.
- 31) DCTC will correspond with all parties involved in writing via fax/email throughout the entire process.
- 32) DCTC will strive to provide each client with prompt, courteous attention to effectively expedite all contractual closing dates.
- 33) 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.
- 34) Borrower(s) receiving the assistance subsidy must attend and complete a Homebuyer Education Course and receive a counseling certificate. The certificate must be provided to DCTC prior to closing. Housing Channels offers the course free of charge; see <http://www.housingchannel.org> for a list of dates.
- 35) During the applicable affordability period DCTC 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 DCTC. If this affordability provision is not met, DCTC will refer it for legal review. This process will be continued during the affordability period as required by the HOME Program guidelines.
- 36) Housing Channel will offer post-purchase, delinquency, and default counseling and education opportunities to all clients to ensure continued successful homeownership. These services are provided at no charge.
- C. DCTC reserves the right to make changes to the Homebuyers' Assistance program and the forms used in the program as needed or required throughout the duration of the program. These changes can be made without notification to the participating lender or the public.
- GRIEVANCE PROCEDURE
- 37) Request for waiver of current DCTC Program Guidelines or submission of a grievance must be submitted in writing according to the following protocol:
- a) Program Administrator
 - b) Tarrant County Community Development, Assistant Director
 - c) Tarrant County Community Development, Director

LENDER REFERRAL CHECKLIST

Borrower Name: _____

Date: _____

Loan Officer: _____

Loan Processor: _____

E-mail / Phone: _____

E-mail / Phone: _____

EXHIBIT	REQUIRED DOCUMENTATION FOR <u>ALL HOUSEHOLD MEMBERS</u>	LENDER CHECKED	CHECKED BY DCTC
1	DCTC LENDER REFERRAL CHECKLIST		
2	DCTC APPLICATION FOR HOMEBUYERS' ASSISTANCE		
3	DCTC HUD INCOME LIMITS / SIGNED BY BORROWER(S)		
4	HC COUNSELING AGREEMENT AND DOCUMENT REQUEST WAIVER		
5	BORROWERS – KNOW YOUR RIGHTS!		
6	RESALE / AFFORDABILITY PROVISION CERTIFICATION AND BORROWERS ACKNOWLEDGEMENT		
7	DCTC LENDER INCOME WORKSHEET		
8	DCTC CONTACT LIST		
9	DCTC ADDENDUM TO CONTRACT OF SALE		
10	DCTC NOTICE TO SELLER		
11	DCTC NOTICE TO REAL PROPERTY OWNER/SELLER		
12	DCTC LEAD-BASED PAINT ACKNOWLEDGEMENT FORM		
13	HOME MATCH DONATION FORM		
14	DCTC HOMEBUYER AGREEMENT BETWEEN DCTC & APPLICANT (S)		
15	DCTC LIST OF LIQUID ASSETS		
	Provide a copy of the Homebuyer Education Certification		
	COPY OF FULLY SIGNED & EXECUTED RECEIPTED PURCHASE CONTRACT		
	SIGNED RESIDENTIAL MORTGAGE LOAN APPLICATION (1003)		
	COPY OF APPRAISAL (when available)		
	COPY OF BUYER'S TREC HOME INSPECTION AND/OR TERMITE REPORT (if applicable)		
	COPY OF LENDER'S SIGNED LETTER OF COMMITMENT / 1008 TRANSMITTAL SUMMARY		
	COPY OF FINAL INITIAL AND FINAL 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 CHILD SUPPORT COURT ORDER / OAG ORDER NOTICE TO WITHHOLD INCOME		
	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 BENEFITS AWARDS LETTER (SSI)		
	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)		

EXHIBIT 2

DEVELOPMENT CORPORATION OF TARRANT COUNTY (DCTC) HOMEBUYERS' ASSISTANCE PROGRAM INTAKE APPLICATION

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 DCTC 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

A. CONTACT INFORMATION

Street Address / Apt #: (as shown on driver's license or government ID)	Occupied for: _____ Yrs _____ Mos	Cost Per Month:
City / State / Zip:		
Current Address: (if different from above)	Occupied for: _____ Yrs _____ Mos	Cost Per Month:
City / State / Zip:		
Home / Cell Phone (Head of Household): Work Phone (Head of Household):	Home / Cell Phone (Co-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

C. HOUSEHOLD COMPOSITION INFORMATION

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: _____	

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.

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 nd 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 \$ _____	☐ Hourly ☐ Weekly ☐ Bi-Weekly ☐ Twice a Month ☐ Monthly ☐ Yearly ☐ 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 \$ _____	☐ Hourly ☐ Weekly ☐ Bi-Weekly ☐ Twice a Month ☐ Monthly ☐ Yearly ☐ 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 \$ _____	☐ Hourly ☐ Weekly ☐ Bi-Weekly ☐ Twice a Month ☐ Monthly ☐ Yearly ☐ 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 \$ _____	☐ Hourly ☐ Weekly ☐ Bi-Weekly ☐ Twice a Month ☐ Monthly ☐ Yearly ☐ 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 ☐ Yes ☐ No				
Additional Checking Account(s) ☐ Yes ☐ No				
Savings Account ☐ Yes ☐ No				
Additional Savings Account(s) ☐ Yes ☐ No				
Credit Union Account(s) ☐ Yes ☐ No				
Stocks, Bonds, Mutual Funds* ☐ Yes ☐ No				
Real Estate or Home or Land ☐ Yes ☐ No				
IRA / Keogh Account(s)* ☐ Yes ☐ No				
Retirement / Pension Funds ☐ Yes ☐ No				
Trust Funds ☐ Yes ☐ No				
Mortgage Note Held ☐ Yes ☐ No				
Whole Life Insurance Cash Value* ☐ Yes ☐ 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

G. HOUSEHOLD ASSET INFORMATION

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) _____ Yes _____ No If YES, who? _____
Provide explanation (including type of asset, estimate value of asset, amount disposed for, and date of disposal): _____

2. Has anyone in the household owned a home in the last three years? _____ Yes _____ No If NO, when was it disposed of? _____ Do they currently own it? _____ Yes _____ No
If YES, is it being rented? _____ Yes _____ No
Is it sitting vacant? _____ Yes _____ No
Is it in the process of being sold? _____ Yes _____ No

H. HOUSING ASSISTANCE – List any assistance proved to or received by any member of the household

Source	Amount	Date Received	Reason
FEMA _____ Yes _____ No (Federal Emergency Management Agency)			
SBA _____ Yes _____ No (Small Business Administration)			
Section 8 _____ Yes _____ No (Housing Choice Voucher)			
TBRA _____ Yes _____ No (Tenant Based Rental Assistance)			
Insurance _____ Yes _____ No (Homeowner)			
Other _____ Yes _____ No Explain: _____			

H. CONFLICT OF INTEREST INFORMATION

1. Is anyone in the household currently serving (or served within the last 12 months) as an employee, agent, consultant, or officer of the DCTC Program, or the Development Owner? Yes _____ No _____
If YES, identify who, organization, and role: _____
Is this a current role? _____ Yes _____ No If NO, when did role end? _____
2. Is anyone in the household related to anyone currently serving (or served within the last 12 months) as an employee, agent, consultant, or officer, of the DCTC Program, or the Development Owner? Yes _____ No _____
If YES, identify who, organization, and role: _____
Is this a current role? _____ Yes _____ No If NO, when did role end? _____

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, HC and the Development Corporation of Tarrant County 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

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.

Female Head of Household? ____ Yes ____ No	Sex ____ Male ____ Female	Age	Ethnicity – Hispanic ____ Yes ____ No	Race – see codes below	Elderly ____ Yes ____ No	Disabled ____ Yes ____ No
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Applicant Opt Out: I do not wish to furnish information regarding ethnicity, race, sex, age, and disability _____(initials)

Race Codes for Head of Household Demographics

A	White
B	Black / African American
C	Asian
D	American Indian / Alaska Native
E	Native Hawaiian / Other Pacific Islander
F	American Indian / Alaska Native & White
G	Asian & White
H	Black / African American & White
I	American Indian / Alaska Native & Black / African American
J	Other Multi Racial

K. FAIR HOUSING AND EQUAL OPPORTUNITY

The Development Corporation of Tarrant County and Housing Channel (HC) are committed to affirmatively furthering fair housing for all persons. DCTC and HC 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.



DCTC HOMEBUYERS ASSISTANCE PROGRAM
HUD Income Limits

The Development Corporation of Tarrant County affordable housing program is for households that are income eligible (gross household income at 80% or less of the area median income). The income limitations are based on federal formulas published by the U.S. Department of Housing and Urban Development (HUD) and are adjusted for household size. The income limits are subject to change annually.

The HUD income limits in effect as of June 15, 2022, are as follows:

<u>Family Size</u>	<u>Initial</u>	<u>80% of Area Median Income</u>
1	_____	\$50,650
2	_____	\$57,850
3	_____	\$65,100
4	_____	\$72,300
5	_____	\$78,100
6	_____	\$83,900
7	_____	\$89,700
8	_____	\$95,450

Borrower's Signature

Borrower's Signature

COUNSELING AGREEMENT AND DOCUMENT REQUEST WAIVER

I/We hereby accept the counseling services of Housing Channel (HC). I/We understand that any inspection of the property which I/we may buy on the part of TCHP is intended for the protection of any funds which may be advanced to me/us by HC, including federal funds. I/We hereby agree to hold harmless and indemnify HC and its employees, members, officers, directors, agents, and assigns in connection with acts performed by them which would be associated with consultation, technical advice, financial counseling, property inspection, and related activities. I/We understand and agree that no warranty or guarantee is being extended by HC to me/us as a buyer(s) of any real property. I/We further agree that I/we will not rely upon HC to inspect the property which I/we purchase or approve of its condition. I/We recognize that I/we have the right (at my/our own expense) to have an independent inspector of my/our choice inspect the property. Any statements of completion or acceptance of lender-required repairs by HC does **NOT** guarantee the quality of the repairs or the overall condition of the property. I/We understand that lender-required repairs are not a guarantee of condition of the property, but are only the lender's requirements to meet the minimum standards to obtain a loan on the property.

I/we agree to provide to HC any and all information and documentation that it may request, such as credit, rental, employment and income/we histories, financial information, income tax returns, and other such reports which the staff of HC deem necessary to perform their functions in connection with my purchase of a house. Further, I/we authorize release of such information to HC from third parties.

I/We agree to complete a homebuyer(s) education (8-hour certified Homebuyer Education class) at least five (5) days before the date of closing. I/We understand that I/we must complete this course at HC or other HUD-approved counseling agency. HC must be in receipt of a copy of this certificate prior to closing. Whenever any singular pronoun, such as "I" or "my" is used in this agreement, it shall also include the plural, such as "we", "our", and "us", if more than one applicant for counseling services is required to take the Homebuyer Education class and signs below.

Applicant signature	Date
---------------------	------

Date

Co-applicant signature	Date
------------------------	------

Date

Print name _____

Print name

Print name _____

Print name

Social Security number

Social Security number

Social Security number

Social Security number

_____/_____
Work phone Home phone

Work phone

Home phone

Work phone / Home phone

Work phone

Home phone

Address _____ City, Zip _____

Address

City, Zip

Address _____ City, Zip _____

Address

City, Zip

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

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!

ATENCION 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 serán 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 decisión de crédito que no esté basada en su raza, color de piel, religión, 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 concedido.
- ◆ Usted tiene el **derecho** de solicitar el folleto de HUD sobre gastos de cierre hipotecarios titulado "Comprando Su Casa".

Firma de Compradores de Casa:

Fecha: _____

Fecha: _____

"Comprando Su Casa" HUD'S WEB site:

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/We acknowledge that the resale, refinance, repayment provisions associated with the DCTC Homebuyers' Assistance Program loan for which I/we are applying have been clearly and understandably explained to me/us, and I/we fully understand these provisions. I/We understand that the loan is being made to me/us based upon my assurance that I/We will live in the house, as my principal place of residence and that if I/we should sell, refinance or move from the property within the first three hundred and sixty (360) months after the mortgage loan closing, the loan will become immediately due and payable to DCTC. I/We further acknowledge that the assistance I/we receive will be in the form of a no-interest deferred 30 year loan. I/We acknowledge that the resale, repayment calculation examples and the circumstances under which they would be initiated, have been clearly explained to me/us, and that I/We understand them and the circumstances under which they would be triggered.

Borrower:

Date:

Borrower:

Date:



**The Development Corporation of Tarrant County
Homebuyers' Assistance Program
Lender 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 .006% _____ =

TOTAL ANNUAL HOUSEHOLD INCOME: _____

Monthly Mortgage Payment (estimated):

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

HOUSING DEBT RATIO: _____%**TOTAL HOUSING DEBT RATIO:** _____%

PLEASE NOTE: A borrower's home mortgage debt service ratio (front end ratio) may not exceed 35% and no less than 10%. 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 DCTC Income Worksheet to DCTC, along with the DCTC Application for Homebuyers' Assistance signed by applicant(s).**

DCTC Action:

Date Received _____

Reviewed By _____

Date _____

Approved By _____

Denied _____

Date response faxed to Lender _____

 DCTC

1509 S. University Dr., Suite 208, Fort Worth, TX 76107
 817-870-9008

THE DEVELOPMENT CORPORATION OF TARRANT COUNTY

HOMEBUYERS' ASSISTANCE PROGRAM

CONTACT LIST

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: _____

THE DEVELOPMENT CORPORATION OF TARRANT COUNTY
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 DCTC within five (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 DCTC 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 DCTC Property 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

THE DEVELOPMENT CORPORATION OF TARRANT COUNTY
HOMEBUYERS' ASSISTANCE PRORGAM
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 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: **Shelli Branson:**

DCTC _____ **at** _____ **817-870-9008** _____
 (Name of PJ/City, Organization or Lender) (Telephone Number)

Receipt acknowledged this _____ day of _____, 20____.

Seller_____
Witness_____
Seller_____
Witness

The Development Corporation of Tarrant County
Homebuyers' Assistance Program
Lead-Based Paint Acknowledgement

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

I/We acknowledge, understand and accept that The Development Corporation of Tarrant County (DCTC) 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/We 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 DCTC, 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 DCTC. I/We acknowledge that I/we 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/We acknowledge that neither DCTC 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 DCTC, 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 DCTC funds would be released to assist in the purchase of the property.

I/We acknowledge that any inspector employed or contracted by DCTC who passes an inspection on the house I/we 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 DCTC, its board members, employees or contractors will guarantee that the property I/we 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 DCTC, its board members, employees, or contractors repair any property I/we own or will own found to have friable or non-friable lead-based paint within it.

I/We agree to release and indemnify DCTC, 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 DCTC 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/we am purchasing.

 Borrower

 Date

 Borrower

 Date

Property Address: _____, _____, TX _____
 Street Address City Zip Code

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

HOMEBUYERS' ASSISTANCE PROGRAM AGREEMENT

The Homebuyers agreement must conform to the requirements of HOME Investment Partnership Program (HOME Program) in 24 CFR 92.254 (a) and details of the agreement must contain all listed in 24 CFR 92.504 (c) (5). The Homebuyers' Assistance Program Agreement ("HOME Agreement") is executed by Development Corporation of Tarrant County and Homebuyer(s).

(a) Homebuyer's Certification of Principal Residency

Homebuyers' Name(s): _____

Homebuyers' Current Address: _____

Address of Home to be purchased: _____

I/We hereby certify that I/we will occupy the above referenced address and it will be my/our principal residence throughout the required affordability period of five (5) years.

I/We understand that my/our acceptance of the down payment and/or closing cost assistance through the Development Corporation of Tarrant County (DCTC) program will result in the attachment of a lien in favor of DCTC or its acting agent on the above referenced address.

I/We further certify that all information and copies of documents provided to the Mortgage Company and/or DCTC are true and correct.

I/We understand that any discrepancies or mis-statements may result in my/our disqualification from the HOME Program and possible repayment of the assistance received.

Signature of Homebuyer

Date

Printed Name of Homebuyer

Signature of Homebuyer

Date

Printed Name of Homebuyer

WARNING: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a FELONY for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

(b) Value of the Property

The purchase price of the Residence is \$ _____

The appraised value of the Residence is \$ _____

(c) Recapture Provisions

The Homebuyer(s) understands and agrees that if Homebuyer(s) fails to comply with the residency requirement or any other requirement of the Deferred Payment Loan, the Homebuyer(s) will be required to repay DCTC or its acting agent all loan proceeds in accordance with the terms of the loan documents. However, in no event will Homebuyer(s) be required to repay DCTC or its acting agent more than the amount of net sales proceeds realized upon a sale of the Residence.

(d) Use and Amount of HOME funds

In order to assist Homebuyer(s) to purchase the Residence, DCTC is providing Down Payment and Closing Cost Assistance in an amount not to exceed \$14,999.00.

(e) Form of Assistance

The foregoing financial assistance is being provided in the form of a Deferred Payment Loan. In Connection with the purchase of the Residence, Homebuyer(s) are executing a Deferred Payment Note and a Second Lien Deed of Trust.

(f) Acquisition Time

Homebuyer(s) represent that Homebuyer(s) intends to purchase the Residence within sixty (60) days of the date of this HOME Agreement. Homebuyer(s) understand and agree that if Homebuyer(s) do not purchase the Residence within sixty (60) days of the date of this HOME Agreement, DCTC may at its sole option: [1] not provide HOME funding; or [2] extend the date to purchase the Residence for a reasonable period of time, not to exceed an additional thirty (30) days.

(g) Execution of Written Agreement

I/We acknowledge that I/we have received a copy of the foregoing fully executed HOME Agreement and that the requirements, terms and conditions thereof were explained to me/us.

_____ Signature of Homebuyer	_____ Date	_____ Charlie Price, President Development Corporation of Tarrant County
_____ Signature of Homebuyer	_____ Date	

**DEVELOPMENT CORPORATION OF TARRANT COUNTY
HOMEBUYERS' ASSISTANCE
LIST OF LIQUID ASSETS**

The following list of assets should be considered liquid assets:

- Cash
- Savings Account
- Checking Account
- Certificates of Deposit (CD)
- Savings Amount for an Individual Development Account (IDA) (unless restricted by use)
- Money Market Accounts
- In Trust for Accounts (amount accessible, if any)
- Stocks, bonds, or mutual fund accounts not part of a retirement plan
- Funds from gifts
- Amount used or borrowed from IRS, 401(K), or a Life Insurance Policy within the past 6 months
- Expenses paid outside of closing (appraisals, inspections, surveys, etc.)

The following list of assets should be excluded from liquid assets:

- Cash surrender value of Life Insurance Policy
- Value of IRS, 401(K), or other Retirement Accounts (if under applicable age for accessibility without penalty)
- Personal Property held as investments such as Gems

All requests for a variance from this definition must be submitted in writing for consideration of approval to DCTC as provided in the DCTC program guidelines.