

Main Office 3158 West St. Weirton, WV 26062 304.797.7733 Moundsville Office 700 First St. Moundsville, WV 26041 304.845.8269 Newell Office 1151 Washington St. Newell, WV 26050 304.459.4010 Wintersville Office 200 Luray Dr. Wintersville, OH 43953 740.314.8258

# FIRST TIME HOME BUYER PROGRAM GUIDELINES

Before applying do you:

- Have a Housing Counseling Certificate from a HUD Certified Agency
- Have a signed and agreed contract on a house in Brooke County, Hancock County or the City of Weirton
- Have a Preapproval letter from a lender
- Are you a First Time Home Buyer
- Total gross household income at or below the listed income guidelines (*Effective June 15, 2023*) and subject to change

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
\$43,900	\$50,200	\$56,450	\$62,700	\$67,750	\$72,750	\$77,750	\$82,800

Administered by CHANGE Inc Housing Counseling Program 3158 West Street Weirton, WV 26062 304-797-7733



Main Office 3158 West St. Weirton, WV 26062 304.797.7733 Moundsville Office 700 First St. Moundsville, WV 26041 304.845.8269 Newell Office 1151 Washington St. Newell, WV 26050 304.459.4010 Wintersville Office 200 Luray Dr. Wintersville, OH 43953 740.314.8258

# First Time Home Buyer Forgivable Loan Application Checklist for Brooke County, Hancock County & City of Weirton

# Please note: Your application will not be processed unless all required documentation is submitted with this application

Applicant will provide the following to be included with this application

- 1. Check for \$50.00. \_\_\_\_\_\$50.00 check made payable to CHANGE, Inc
- 2. **Current** Housing Counseling Education Certificate \_\_\_\_\_HBE certificate less than 2 years ago
- 3. Adults
  - \_\_\_\_\_Social Security card(s)

\_\_\_\_Driver's license(s) or current State ID(s)

### Children

\_\_\_\_Birth certificate(s)

\_\_\_\_\_Social Security card(s)

### 4. Income Documentation

\_\_\_\_\_3 Months Employment Paystubs: *paystubs for the most recent, continuous 3 month period* \_\_\_\_2 Years signed completed Income Tax documents (IRS 1040)

### \_\_\_\_Employment W2's for current years

Pension, Disability, Social Security or Social Services Benefits Award Letter(s)

\_\_\_\_\_Child Support or Alimony: *Please submit legal documentation identifying award amount.* 

5. Asset Documentation

\_\_\_\_Savings Accounts: Bank statement for the CURRENT month and interest rate

\_\_\_\_FULL Checking statements for **RECENT six (6)** consecutive months

6. \_\_\_\_Other Assets: *Statement or verification of the CURRENT value and any income received* 

### 7. Loan Estimate Documentation

\_\_Lender Loan Estimate Document

#### 7. Sales Contract on a House

\_\_\_\_\_Signed by seller and buyer

### APPLICATION DOCUMENTS

### (All adults in household must sign and initial ALL documents)

- 8. Sign and Initial Intro to Homebuyer Program
- \_\_\_\_\_9. Sign and Initial Housing Counseling Disclosure
- \_\_\_\_10. Sign and Initial Privacy Policy
- \_\_\_\_\_11. Sign and Initial Homebuyer Program Application
- \_\_\_\_\_12. Sign and Initial "Protect Your Family" Signature Form
- \_\_\_\_13. Appointment made with Housing Counselor for Application review

Appointment\_\_\_\_\_Date\_\_\_\_\_Time\_\_\_\_\_Location

### Notes

### **First Time Homebuyer Program Brooke County, Hancock County, and City of Weirton**

To assist low-to-moderate income households with the purchase of a single-family dwelling unit within the boundaries of <b>Brooke</b> <b>County, Hancock County, and the City of Weirton.</b>
Purchase value may not exceed 95% of the area median purchase price for a single family dwelling, or <b>\$143,000</b> .
The Program is designed in conjunction with the local financial lending institutions participating in providing a first mortgage.
The homebuyer must provide a minimum of 3% or <b>\$500</b> , whichever is greater, of the total down payment amount needed for the purchase of the property.
The homebuyer must occupy the property as their principal residence for at least five years. The HOME Consortium has opted to only use the Recapture Provision of the HOME Program Guidelines found in 24 CFR Part 92 and HUD CPD Notice 12-003.
An applicant must not have previously owned a home. In some cases, however, a previous homeowner may qualify as a "displaced homemaker."
An applicant must be a low-to-moderate income person, family or household as defined by HUD's section 8 income guidelines.
The dwelling must be located within the boundaries of Brooke County, Hancock County, or the City of Weirton.
A fee of <b>\$50</b> is due with the submission of the completed pre- application.
Completion of the housing counseling course is mandatory.
Guidelines are subject to change. <b>Effective June 15, 2023</b> , they are as listed below:

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$43,900	\$50,200	\$56,450	\$62,700	\$67,750	\$72,750	\$77,750	\$82,800

Please Note: If the above requirements are met by an applicant, it shows eligibility to participate in the Program; however, it does not guarantee the applicant will receive a loan. CHANGE, Inc. is a Fair Housing and Equal Opportunity Organization. Women and minorities are encouraged to apply.

# **INTRODUCTION TO HOMEBUYER PROGRAM**

To address the need of homeownership opportunities for low to moderate income person (s), families, or household, CHANGE, Inc., through the use of HOME Investment Partnership funds ("HOME"), has established this First Time Homebuyer Program (FTHP). The FTHP's purpose is to assist eligible families or households to become homeowners through down payment and closing cost assistance. To make home ownership an affordable reality, CHANGE, Inc. has formed a working partnership among the local lending institutions and realtors.

It is not this Program's intent for CHANGE, Inc. to find eligible properties for potential program applicants. Instead, it is the applicant's responsibility to find a vacant single family house, row house, duplex, or multi-unit residence. The dwelling unit must be located within the boundaries of Brooke County, Hancock County, or the City of Weirton.

# I. ELIGIBILITY CRITERIA AND DEFINITIONS

### A. <u>Income</u>

The funding source for the FTHP is the U.S. Department of Housing and Urban Development's (HUD's) HOME Program. Because federal dollars are involved, CHANGE, Inc. is required to comply with certain federal regulatory requirements.

Under the HOME Program 's regulations a qualifying applicant for the FTHP must be a low-and-moderate income person, family or household as defined under HUD's Section 8 Income Guidelines. The income guidelines are subject to change. Ask for current income guidelines.

### B. Income Sources

A person, family or household income for this program will be based upon total gross annual income. The definition of annual income shall be consistent with the federal regulation found at 24 CFR 813.106. Annual income shall be all anticipated income from all sources received by the family head, spouse and by each additional member (aged 18 years and older) of the family or household, related or unrelated , including net income derived from assets, for the twelve month period following the initial determination of income. Annual income includes, but is not necessarily limited to:

- □ Wages, salaries, tips, commissions, etc.
- □ Self-employment income from own non-farm business, including proprietorships and partnerships.
- □ Farm self-employment income.
- □ Social Security or railroad retirement.
- □ Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare program.
- □ Retirement, survivor, or disability pensions.
- Any other sources of income received regularly, including Veterans' Administration (VA) payments, unemployment compensation, and alimony.

Acceptable proof of income shall include, but not necessarily be limited to, the previous year's filed federal tax return (IRS 1040) and W2 forms; current wage and earning statements; copies of recent wage/salary or benefit check stubs; and copies of bank depository information identifying direct deposit arrangements. CHANGE, Inc. reserves the right to request additional income documents such as third party verifications of all income and assets as needed.

### C. First Time Homebuyer

For the purposes of the FTHP, a "first time homebuyer" shall be defined as a person, family or household whereby:

- □ There has been no previous history of home ownership;
- □ A displaced homeowner situation exists whereby a home is lost due to unemployment, underemployment or other economic loss;
- □ A displaced homeowner situation exists whereby the homeowner has not worked full-time, full year in the labor force for a number of years, worked primarily without remuneration to care to the home or family, and who is unemployed or underemployed.

### D. <u>Dwelling Requirements</u>

To comply with federal regulations and to ensure safe, decent and affordable housing to potential FTHP applicants, the following criteria apply in the selection of a dwelling:

- The dwelling unit must be located within the boundaries of Brooke County, Hancock County, or the City of Weirton; and
- □ It must be in compliance with the minimum Housing Quality Standards or be capable of being brought up to code; and Ohio County reserves the right to inspect said dwelling and related property at any time during the five year period to monitor compliance with the property code. Failure to keep the dwelling and related property to code standards will result in the recapture of the appropriate amount of assistance provided under this program.
- It must be a vacant single family detached home, row structure, duplex, or multi-unit residence; and
- It must not contain evidence of defective paint surfaces (i.e., surfaces upon which paint is cracking, scaling, chipping, peeling or loose) on all intact and non-intact interior and exterior painted surfaces. If the dwelling unit contains defective paint surfaces, Ohio County reserves the right to deny homebuyer assistance through the FTHP for the purchase of the subject property; and
- It will be occupied as the primary and principal residence of the first time homebuyer; and
- The purchase of the dwelling unit **cannot be financed through a land contract**.

### E. Affordability Requirements

The following affordability requirements shall be applied:

A 30 percent guideline of monthly housing cost (IE., mortgage payment of Principal and Interest, estimated property Tax and Insurance - PITI) versus monthly gross income shall be used to analyze affordability.

□ The purchase value of the single family, detached dwelling cannot exceed 95% of the area median purchase price for a single family dwelling, or \$143,000 (effective 7/1/2023)

### F. Housing Counseling

The FTHP requires all applicants to complete a housing counseling course. Evidence of attendance and completion of a housing courseling course is required when submitting a Pre-application. Acceptable forms of evidence include course diploma, certificate, and/or letter from the course instructor/entity. Housing counseling is offered through the following organization: CHANGE, Inc. www.changeinc.org or call (304) 797-7733 for more details about the program

# **II. TERMS AND CONDITIONS**

### A. <u>Pre-Application Fee</u>

A fee of fifty dollars (\$50.00) is due with the submission of the Pre-application. Either personal check or money order made payable to CHANGE, Inc. The Pre-application fee is refundable at the completion of the loan closing. It is refundable also if it is determined that the Pre-applicant is ineligible to participate in the FTHP. The fee will not be refunded if an approved applicant elects not to proceed with the purchase of a dwelling.

### B. <u>Ranking Criteria</u>

CHANGE, Inc. reserves the right to review and rank Pre-application submissions on the basis that best serves the financial and productivity goals of the FTHP.

### C. Loan Amount

The Northern Panhandle HOME Consortium will provide up to \$10,000 in HOME funds as a forgivable loan to eligible and approved FTHP applicants to cover the down payment and closing costs related to the purchase of a dwelling. The amount of down payment assistance is determined by that which is reasonable and customary. The total amount of assistance will be determined on a case-by-case basis. The homebuyer must provide a minimum of \$500.00 OR three percent of the total down payment and closing cost expenses, whichever is the higher of the two. In any event, closing cost assistance is limited to \$2,500.

### D. Loan Term

The FTHP allows for a forgivable lo a n with a term of five (5) years. Brooke County Commission, Hancock County Commission, or the City of Weirton will place a Deed of Trust on the property purchased with HOME assistance and will subordinate to the first mortgage. If after five years the FTHP applicant has maintained deed of trust and has continued to live in the property assisted through the FTHP, the loan is forgiven as a grant. However, if the FTHP applicant sells, leases or transfers the property or fails to use it as their primary and principal residence, the FTHP applicant will be required to repay the full amount of FTHP assistance based on the recapture provisions of the HOME program.

### E. <u>Resale/Recapture Provision</u>

Brooke County, Hancock County, or the City of Weirton's Resale/Recapture Policy for Homeownership Activities are based on the HOME Program rules found in 24 CFR Part 92 and HUD Notice CPD 12-003.

The issue of resale/recapture arises when a homeowner that received home buyer assistance under the HOME Program decides to sell the property. If the property is sold after the period of affordability has expired, there are no restrictions in terms of resale or recapture of HOME funds that apply to such a transaction. However, if the sale occurs before the period of affordability has expired, certain regulatory limitations apply.

- □ The regulations at 24 CFR 92.254(a) (5) give the participating jurisdiction two broad options relative to the treatment of properties that are sold before the period of affordability has expired:
  - The owner that received HOME assistance must sell the home to a low income family that will use the property as their principal residence, OR
  - The participating jurisdiction must recapture some or all of the HOME investment that was initially extended to the homebuyer.
- □ It is the policy of Brooke County, Hancock County, or the City of Weirton wherever possible, to recapture the full amount of the HOME investment. Brooke County, Hancock County, or the City of Weirton will not use the "resale" provision which restricts the sale to a qualified low -income family. Since the County or City is not using the "resale" provision; there is no need for a definition of "fair return on investment."

" The guidelines for recapture for the homebuyer program that Brooke County, Hancock County, or the City of Weirton has established are as follows:

- Brooke County, Hancock County, or the City of Weirton requires that a deed of trust will be placed on the property in its favor for the full amount of the HOME investment.
- Upon sale or transfer of the home by the HOME assisted household, before the period of affordability expires, Brooke County, Hancock County, or the City of Weirton will make every effort to recapture its full share of the HOME investment from the proceeds of the sale price of the property.

### F. Uniform Relocation Act

Because the FTHP applicant, not Brooke County, Hancock County, or the City of Weirton, will take responsibility for the selection and negotiation of a dwelling unit, the requirements of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA) are not triggered. Brooke County, Hancock County, or the City of Weirton reserves the right to deny assistance in circumstances in which compliance with the URA may be required.

### G. <u>Flood Insurance</u>

On any property purchased with the assistance of the FTHP and located within the 100-year floodplain, the purchase of federal flood insurance is required annually during the five-year term of the loan. Brooke County, Hancock County, or the City of Weirton reserves the right to withhold and/or deny participation in the FTHP if the applicant fails to comply with this requirement prior to the loan closing. Furthermore, if the flood insurance on the assisted property lapses during the five-year term of the Joan, the FTHP applicant will be required to repay the entire amount of the loan.

### H. <u>Property Maintenance</u>

During the five-year term of the FTHP loan, the FTHP applicant must keep the dwelling and property in compliance with the minimum Housing Quality Standards. Failure to do so will result in the repayment of the entire amount of the loan.

# **III. ADMINISTRATIVE PROCEDURES**

### A. <u>Regulations</u>

Brooke County, Hancock County, or the City of Weirton shall be responsible for compliance with the FTHP's environmental review requirements and income verification requirements.

### B. <u>Dwelling Inspection</u>

CHANGE, Inc. for Brooke County, Hancock County, or the City of Weirton shall be responsible for inspecting the dwelling unit for local code compliance.

# **IV. APPLICATION PROCESS**

### A. Process and Procedure

The following is a suggested format for making application for the FTHP:

- □ Any interested person, family or household may request from CHANGE, Inc. a copy of the FTHP guidelines.
- □ The interested party takes responsibility to select an eligible dwelling unit as set forth under Section II D (Dwelling Requirements) and requests from the Application packet.
- □ The interested party submits a completed an application to CHANGE, Inc. for eligibility review and program compliance.
- □ Ohio County ECDD, conducts the inspection of the subject property for FTHP compliance (I.e. Housing Quality

Standards). Notification of the dwelling unit's compliance or non-compliance will be communicated to the applicant, the lending institution and the realty company. In the event it is found that the dwelling does not pass the code inspection, the applicant may select another program eligible dwelling or negotiate with the property owner to correct the code deficiencies.

- □ CHANGE, Inc. Housing Counselor will be contacted by the FTHP applicant'smortgage lender and/or Realtor to determine the agreed upon purchase price of the dwelling, the down payment amount required and the loan closing cost.
- □ CHANGE, Inc. reviews the financial information obtained and conducts an Affordability Analysis for program compliance. If compliance is met, the City of Wheeling's ECCD determines the actual amount of FTHP assistance and so notifies the applicant, the lender and/or the Realtor.
- □ CHANGE, Inc.'s Housing Counselor and lender will establish a mutually agreed loan closing date. Several lead business days will be needed to have FTHP funds available for the loan closing.
- CHANGE, Inc.'s Housing Counselor completes the Reservation of Funds form and prepares lien documents for signing at the loan closing.
- During the loan closing CHANGE, Inc.'s Housing Counselor will provide a check made out jointly to the approved FTHP applicant and the lender in the amount approved. The applicant will sign the FTI-IP loan documents and the pre-application fee of \$50.00 is returned.

#### *I/We understand and agree to abide with the above-referenced terms and conditions.*

Pre-Applicant's Signature (s)

Date

## Housing Counseling Program Disclosure Form

**Note:** if you have an impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling, please talk to your housing counselor about arranging alternative accommodations.

**About Us and Program Purpose**: CHANGE, Inc. is a nonprofit HUD approved comprehensive housing counseling agency. We provide free education workshops and a full spectrum of housing counseling including pre purchase, foreclosure prevention, non delinquency post purchase, rental, and homeless counseling. We serve all clients regardless of income race, color, religion/creed, sex, national origin, age, family status, disability or sexual orientation/gender identity. We administer our programs in conformity with local, state, and federal anti-discrimination laws, including the federal Fair Housing Act (42 USC 3600, et seq.). As a housing counseling program participant, please affirm your roles and responsibilities along with the following disclosures sign, and date the form on the following page.

#### **Client and Counselor Roles and Responsibilities:**

Counselor's Roles and Responsibilities	Client's Roles and Responsibilities
<ul> <li>Reviewing your housing goal and your finances: which include your income, debts, assets, and credit history.</li> <li>Preparing a Client Action Plan that lists the steps that you and your counselor will take in order to achieve your housing goal.</li> <li>Preparing a household budget that will help you manage your debt, expenses, and savings.</li> <li>Your counselor is not responsible for achieving your housing goal, but will provide guidance and education in support of your goal.</li> <li>Neither your counselor or CHANGE, Inc. employees, agents, nor directors may provide legal advice.</li> </ul>	<ul> <li>Completing the steps assigned to you in your Client Action Plan.</li> <li>Providing accurate information about your income, debts, expenses, credit, and employment.</li> <li>Attending meetings, returning calls, providing requested paperwork in a timely manner.</li> <li>Notifying CHANGE, Inc. or your counselor when changing housing goal.</li> <li>Attending educational workshop(s) (i.e. pre-purchase counseling workshop) as recommended.</li> <li>Retaining an attorney if seeking legal advice and/or representation in matters such as foreclosure or bankruptcy protection.</li> </ul>

Termination of Services: Failure to work cooperatively with your housing counselor and / or CHANGE, Inc. with result in the discontinuation of counseling services. This includes, but is not limited to, missing three consecutive appointments.

<u>Agency Conduct</u>: No CHANGE, Inc. employee, officer, director, contractor, volunteer, or agent shall undertake any action that might result in, or create the appearance of, administering counseling operations for personal or private gain, provide preferential treatment or any person or organization, or engage in conduct that will compromise CHANGE, Inc. compliance with federal regulations and CHANGE, Inc. commitment to serving the best interest of our clients.

<u>Authorization to Release</u>: I hereby authorize CHANGE, Inc. to verify my past and present employment earnings records, bank accounts, stock holdings and any other asset balances that are needed to develop a case management plan for housing counseling. I further authorize CHANGE, Inc., following my signing of a Homebuyer Education Agreement & Credit Report Authorization form, to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this form will also serve as authorization.

<u>Agency Relationships</u>: CHANGE, Inc. has financial affiliation or professional affiliations with HUD, NeighborWorks America, USDA Rural Development, the State of West Virginia, and local banks. As a housing counseling program participant, you are not obligated to use the products and services of CHANGE, Inc. or our industry partners.

<u>Alternative Services, Programs, and Products & Client Freedom of Choice</u>: CHANGE, Inc. has a first time homebuyer program developed in partnership with Northern Panhandle Home Consortium, however, you are not obligated to participate in this or other CHANGE, Inc. programs and services while you are receiving housing counseling from CHANGE, Inc. You are entitled to choose whatever real estate professionals, lenders, and lending products that best meet your needs.

**Referrals and Community Resources**: CHANGE, Inc. will provide a community resource list which outlines the county and regional services available to meet a variety of needs including utility assistance, emergency shelter, transitional housing, food bank, and legal aid assistance. This list also identifies alternative agencies that provide services, program, or products identical to those offered by CHANGE, Inc. and their exclusive partners and affiliates.

**Privacy Policy**: I / we acknowledge that I /we received a copy of CHANGE, Inc. Privacy Policy.

**Errors and Omissions and Disclaimer of Liability**: I / we agree CHANGE, Inc., it employees, agents, and directors are not liable for any claims and causes of action arising from errors or omissions by such parties, or related to my participation in CHANGE, Inc. counseling; and I hereby release and waive all claims of action against CHANGE, Inc. and their affiliates. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allow by law.

<u>Quality Assurance</u>: In order to assess client satisfaction and in compliance with grant funding requirements, CHANGE, Inc. or one of its partners, may contact you during or after the completion of your housing counseling service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with CHANGE, Inc. grantors.

#### I / we acknowledge that I / we received, reviewed, and agree to CHANGE, Inc.'s Program Disclosures.

Name 1 Signature

Date

Counselor Signature

Date

Name 2 Signature

Date

**NOTE:** If you have an impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling, please talk to your housing counselor about arranging alternative accommodations.

Change Inc. is committed to assuring the privacy of individuals and / or families who have contacted us for assistance. Change Inc. realizes that the concerns you bring to us are highly personal in nature. We assure you that all personal information shared orally and / or in writing will be managed within ethical and legal considerations. Additionally, we want you to understand how we use the personal information we collect about you. Please carefully review this notice as it describes our policy regarding the collection and disclosure of your nonpublic, personal information.

#### What is nonpublic, personal information?

- Information that identified an individual personally and is not otherwise publically available information, such as your Social Security Number or demographic data such as your race and ethnicity
- Includes personal financial information such as credit history, income, employment history, financial assets, bank account information and financial debts

#### What personal information does Change Inc. collect about you?

We collect personal information about you from the following sources:

- Information that you provide on applications, forms, email, or verbally
- Information about your transactions with us, our affiliates, or others
- Information we receive from your creditors or employment references
- Credit Reports

#### What categories of information do we disclose and to whom?

We may disclose the following personal information to financial service providers (such as companies providing home mortgages), Federal, State, and nonprofit partners for program review, monitoring, auditing, research, and or oversight purposes, and or any other pre-authorized individual and or organization. The types of information we disclose are as follows:

- Information you provide on applications / forms or other forms of communication. This information may include your name, address, Social Security Number, employer, occupation, account numbers, assets, expenses, and income.
- Information about your transactions with us, our affiliates, or others; such as your account balance, monthly payment, payment history, and method of payment.
- Information we receive from a consumer credit reporting agency; such as your credit bureau reports, your credit and payment history, your credit scores, and or your creditworthiness.
- We do not sell or rent your personal information to any outside entity.
- We may share anonymous, aggregated case file information; but this information may not be disclosed in a
  manner that would personally identify you in any way. This is done in order to evaluate our program, gather
  valuable research information, and or design future programs.
- We may also disclose personal information about you to third parties as permitted by law.

#### How is your personal information secured?

We restrict access to your nonpublic personal information to Change Inc. employees who need to know that information in order to perform their housing counseling duties. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information: and we train our staff to safeguard client information and prevent unauthorized access, disclosure, or use.

#### **Opting Out of Certain Disclosures**

You may direct Change Inc. to NOT disclose your nonpublic personal information to third parties (other than disclosures made to project partners and those permitted by law). <u>However, if you choose to opt out, we will not be able to answer</u> any questions from your creditors, which may limit Change Inc's ability to provide services such as foreclosure prevention counseling. If you choose to opt-out, please sign below under the "Opt-Out" clause. If you choose to release your information as stipulated in this Privacy Policy, sign under the "Release" clause. You may change your decision at any time by contacting Change Inc.

OPT-OUT: I request that Change Inc. make no disclosures of my nonpublic personal information to third parties other than project partners and those permitted by law. By choosing this option, I understand that Change Inc. will NOT be able to answer any questions from my creditors. I understand that I may change my decision any time by contacting Change Inc.

Name 1 (Printed)	Signature	Date	Name 2 (Printed)	Signature	Date

**RELEASE:** I hereby authorize Change Inc. to release nonpublic personal information it obtains about me to my creditor and any third parties necessary to provide me with the services I requested. I acknowledge that I have read and understand the above privacy practices and disclosures

Name 1 (Printed)	S <mark>ignature</mark>	Date	Name 2 (Printed)	Signature	Date

### NORTHERN PANHANDLE HOME CONSORTIUM FIRST TIME HOMEBUYER PROGRAM APPLICATION

PRE-APPLICATION FEE: \$50.00 (Returned at Loan Closing)

#### I. HOUSEHOLD INFORMATION

	Home Phone:		
Name:	Work Phone:		
Address:			
Current Housing Status:	Own	Rent	
Are you a U.S. citizen?	Yes	No	
Are all of your household members U.S. citizens? If no, please explain:	Yes	No	
Do you currently live in HUD-Assisted Housing?	Yes	No	
Have you previously owned a home?	Yes	No	
Has your spouse/partner previously owned a home?	Yes	No	
Have you completed a Housing Counseling course?	Yes	No	
Was there a charge for your Housing Counseling course? <i>(If so, please bring verification of the amount you paid.)</i>	Yes	No	

 Number of Persons in household:

 Annual Gross Household Income:

 \$

#### Please list all sources of household income received by each household member (over 18 yrs. of age):

Name of Household Member	Source of Income	<b>Gross Amount Per Pay</b>	<b># of Pays Per Year</b>

(Please see the attached checklist for required verification documents regarding household income and housing counseling.)

Please list all assets below including, but not limited to: Cash held in savings accounts, checking accounts, certificates of deposit, safe deposit boxes, trusts, stocks, bonds, retirement accounts, investment property, cash surrender of life insurance policies, one-time receipts such as money received from an estate, etc. (Do not include necessary personal property such as vehicles, clothing, and furniture).

Name of Household Member	Type of Asset	Current Balance	FOR OFFICE USE ONLY Actual Income from Asset

(Please see the attached checklist for required verification documents regarding assets.)

#### II. DWELLING ELIGIBILITY

Dwelling Address:						
Current Status of Dwelling:	Vacant	Occupied				
Dwelling Type: Single Family	Duplex	Row House	Multi-Unit			
Name of Current Property Owner:						
Current Property Owner's Phone Number:						
Agreed Upon Price for Dwelling: \$						
Name of Realty Company:						
Realty Company Telephone Number:						
Name of Realty Company Contact Person:						
Will this Dwelling be Your Primary and Principal Place of Residence?       Yes       No						

#### **III. CERTIFICATION**

I, we the undersigned, certify to the best of my knowledge, the above information is true and correct.



# "Protect Your Family from Lead in Your Home" "For your protection: Get a Home Inspection", and "Ten Important Questions to Ask Your Home Inspector"

Please initial and sign that you have read the documents listed below <u>and</u> retained a copy in either electronic or physical format:

"Protect Your Family From Lead in Your H	Iome" Initial(s):
"For Your Protection: Get a Home Inspecti "Ten Important Questions to Ask Your Hor Inspector"	× 2
PRINT FULL NAME(S):	
DATE:	

#### • What is the First Time Homebuyer Program (HOME) and how can it help me?

The First Time Homebuyer Program (HOME) enables first time homebuyers to receive down payment and closing cost assistance **up to** \$10,000 toward the purchase of a home. The approved First Time Home Buyer must provide a minimum of \$500 or 3 percent of the down payment and closing cost total, whichever is greater of the two.

#### Please note: the home cannot be financed through a land contract

#### • How do I apply for the HOME assistance?

- You must have a certificate from a HUD Certified housing counseling class
- You must prove you are income eligible
- You must have a pre qualification letter from a lender
- You must have a signed sales contract on a house
- You must complete an application for the HOME program

<u>Please note: the assistance is provided to income qualified families or individuals who meet the</u> <u>HOME requirements and if HOME funding is available in your desired area.</u>

• A Pre application fee of \$50.00 is due with the submission of the pre-application form and related documents.

Payments can be made in the form of a personal check or money order made payable to the jurisdiction where you are making an application. The pre-application fee will be returned to an approved applicant at the completion of the loan closing or if the pre-application is determine to be ineligible to participate in the program. The fee will not be returned if the approved application does not proceed with the purchase of the dwelling.

#### • How do I qualify for the HOME assistance?

The administrator of the HOME program will review your application and documents. If you are eligible a 90 day certificate will be provided to you.

<u>Please note: the certificate does not guarantee you assistance, again, it is based on first come</u> <u>first served and if funding is available in your area and if your home passes the HOME inspection.</u>

#### • Can I own a home and apply for the HOME assistance?

You must be a first time homebuyer who is an individual or family who has never owned a home or is a displaced homeowner.

Please note: If you have purchased a home in your name before and / or your name is on a Deed of Trust, then you do not qualify for the First Time Home Buyer program. Also, any adult that will be in the household cannot be on a Deed of Trust, that again will not qualify you for the program.

• If I apply and if I am provided a HOME certificate, will I receive the full \$10,000? The funding provided is based on the sales price of your selected home, your individual closing costs, and the amount of funding available in your area. Remember, \$10,000 is the **maximum** amount provided to first time homebuyers.

#### • Do I have to pay back the money?

The down payment and closing cost assistance received is considered a forgivable loan if you meet the terms of the HOME program. You must live in the home for five years, never sell the property during the five year period, never rent the property during the five year period, and never give away the property in the five year period.

#### How do I prove I live in the property for the five year term?

Each year you will receive a letter from your HOME administrator requesting verification of your paid homeowners insurance, your paid property taxes and a current utility bill. You must provide these documents to the HOME administrator as proof you are still residing in the property.

#### • What happens at the end of the five year term?

If you have provided the yearly requested documents showing you have lived in the property for the full five year term, the lien on your property from the HOME program will be removed. You will receive a copy of the released lien and you will not be obligated to pay back the assistance you received to purchase your home.

- What if I can't live in the property for the five year term? You must pay the full amount of the assistance back to the program.
- Can I buy a home that has rental income? No, the program is only for home purchase that is single family, owner occupied homes.
- Where can I look for a home to use the assistance money? You can purchase a home in any of the counties or cities who are participating in the assistance program.

#### Where do I apply for the assistance? You apply for the assistance in the city or county where you wish to purchase a home: City of Weirton, Hancock, Brooke County 304-797-7733 City of Wheeling, Ohio County 304-324-3701 City of Moundsville, Marshall County 304-233-0830

- Can I purchase a trailer or a double wide with the assistance funds? Yes, if it is affixed to a foundation (no longer mobile) and it is considered taxable real estate by the local tax department.
- Do I have to use the assistance toward closing costs? Can I use the whole amount as a down payment?

Yes, the funds can go 100% toward the down payment, talk to your lender which would be the best for you.

• If I cannot live in the home for the five year term, and I pay back the assistance, where do the funds go?

The funds go back to the jurisdiction where you applied for the funding, and will be used to assist another family to purchase their first home.

#### • What about Lead Paint?

If a home was built before 1978, there is a good chance it has lead based paint. In 1978, the Federal Government banned Consumer uses of lead containing paint. Lead from paint, including lead contaminated dust is one of the most common causes of lead poisoning.

#### • Where can I find Lead Paint?

Any home built on or prior to 1978 with painted surfaces on the property. The paint must be in good shape. No evidence of peeling, Chipping, Flaking, Scaling, Cracking, Chalking paint. Please see attached Lead Based Pain Booklet at the end of this document for specific information

#### • Do I need an independent Home Inspection?

The inspection for the Northern Panhandle HOME Consortium's First Time Homebuyer Program is only to meet the **minimum** federal requirements. The HOME Consortiums inspector only looks for safety issues such as (but not limited to) smoke detectors, CFI outlets near water sources, hand rails on stair cases, and cracked / peeling / chipped paint.

It is the responsibility of the buyer, to purchase an official home inspection. A home inspection gives you the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential home to:

Evaluate the physical condition: Structure, construction, and mechanical systems Identify items that need to be repaired or replaced and

Estimate the remaining useful life of major systems, equipment and finishes

<u>Please note: The HOME Consortium encourages you to carefully examine your potential</u> <u>new home with a qualified home inspector.</u>