

CITY OF FORT WORTH
HOMEBUYER ASSISTANCE PROGRAM GUIDELINES
Updated September 2026

PROGRAM OUTLINE

The program's objective is to provide **affordable homeownership opportunities** for low to moderate income families within the City of Fort Worth.

Applicant's household income must be **at or below 80% of HUD area median income** adjusted for household size. See Page 2.

Dependent upon availability, **up to \$25,000 in financial assistance** is available for down payment, closing costs and principal reduction for income-qualified homebuyers to purchase homes within the City of Fort Worth. Up to 4% of the sales price can be utilized for closing cost assistance, or solely for down payment.

The assistance will be provided in the form of a deferred, forgivable, 5-year loan. The homebuyer must occupy the home as their primary residence during the affordability period of up to **five (5) years** depending on the amount provided.

The home must pass a **Minimum Acceptable Standards** Inspection and environmental review with the City of Fort Worth.

Applicants must complete **HUD certified Homebuyer Education Course**.

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

FEDERAL REGULATIONS FOR THIS PROGRAM MUST BE MET BY ALL PARTIES PARTICIPATING IN THE PROGRAM. The City of Fort Worth is committed to affirmatively furthering fair housing (AFFH) for all persons and to provide all persons of similar income levels the ability to have available the same housing choices regardless of race, color, religion, sex, handicap, sexual orientation, gender identity, marital status, familial status, or national origin.

City of Fort Worth
100 Fort Worth Trail, Fort Worth, Texas, 76102
Veronica Elizondo, HAP Administrator
817-392-7395
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BORROWER QUALIFICATIONS

Anticipated annual gross household income will be calculated, at the time of application, for the upcoming 12 months. Household income for all family members aged 18 and older who will reside in the new property will be used in the income certification, subject to regulatory exclusions.

The annual gross household income may not exceed 80% of the area's median income as adjusted for family size (subject to change annually). Income eligibility is determined in accordance with Part 24 CFR Part 5.609, referred to as 'Part 5 Income'. The City of Fort Worth determines income using the Technical Guide for Determining Income and Allowances for the HOME Program (Third Edition, January 2005) and HUD's Income and Allowances calculator.

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. Applicants utilizing Housing Choice Vouchers are eligible to apply.

The HUD income limits in effect as of June 2026 (updated annually) are as follows:

Household Size	80% of Area Median Income
1	61,800
2	70,600
3	79,450
4	88,250
5	95,350
6	102,400
7	109,450
8	116,500

Borrower (s) must not have owned a home in the previous three years.

Borrower's liquid assets may not exceed \$25,000 at time of application. Part 5 Annual Income Net Family Asset Inclusions and Exclusions list is provided on Exhibit 4.

Borrowers must have a minimum of the equivalent of two months mortgage payments which include principal, interest, taxes, and insurance in cash reserves at the time of home purchase.

Borrower(s) must be able to demonstrate a responsible attitude toward credit. Borrower must be credit approved by a City of Fort Worth-approved mortgage lender.

Borrower(s) must have been continuously employed by the same employer for at least six (6) months and must have a minimum of one (1) year of verifiable employment history.

Borrower(s) must successfully complete the **HUD-approved** Homebuyer Education Course by a **HUD-approved** housing counseling agency. Education Certification is acceptable for 1 year from the date of issuance.

Borrower(s) must invest a minimum of \$1,000, or 2% of the purchase price, as evidenced on the loan estimate and final closing disclosure (CD). This cannot be paid from City of Fort Worth funds. This can include any earnest deposit paid by the homebuyer and any other cost paid by the homebuyer at or before closing. Cash gifts may not exceed more than 50% of the total required investment.

A borrower's home mortgage debt service ratio (front end ratio) may not exceed 35% or 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 City of Worth guidelines. A minimum credit score of 620 is required.

PROGRAM TERMS

Borrower(s) must occupy the purchased property during the entire affordability period (up to 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).

The assistance loan only becomes interest-bearing should the loan go into default. At the end of the affordability period, the lien is released by the City of Fort Worth upon the buyers' request.

- A loan in the amount of up to \$25,000 requires a five (5) year lien period.

The assistance lien can be in 2nd or 3rd position to accommodate the Texas Department of Housing and Community Affairs (TDHCA) and Texas State Affordable Housing Corporation (TSAHC) mortgage programs.

The loan will be forgiven proportionately on an annual basis during the affordability period (5-year term) based on the amount of assistance provided. THIS IS A NON-ASSUMABLE LOAN.

The lien securing the deferred note may be subordinated upon written request from the borrower and approval by the City of Fort Worth. Subordination will only be considered when the borrower is refinancing the first-lien mortgage to obtain terms that are more favorable than those of the original first-lien loan. The borrower may not receive cash proceeds at closing as part of the refinance. At its sole discretion, the City of Fort Worth may approve a limited cash-out to the borrower in extraordinary circumstances, such as to pay significant and unexpected medical expenses. 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, and limitation on fees. The borrower does not need to be income eligible at the time of refinance. The affordability period shall continue without interruption.

During the applicable affordability period, the City of Fort Worth will annually verify that the homeowner continues to occupy the property as their principal residence. If the occupancy requirement is not met, the matter will be referred for legal review and appropriate action. Annual occupancy verification will continue throughout the affordability period in accordance with applicable HOME Program requirements.

PROPERTY QUALIFICATIONS

Eligible properties must be located within the City of Fort Worth and may include existing single-family homes, newly constructed homes purchased from a builder that are ready for occupancy, seller-occupied homes, or vacant rental properties that have been unoccupied for at least three (3) months.

Occupied single-family rental properties are not eligible unless the current tenant is purchasing the property. Manufactured homes, foreclosures, and short-sale properties are not eligible for assistance under this program.

The structure and property must be outside the flood plain as designated in the most recent FEMA Flood Plain Map(s). All properties must meet the Minimum Acceptable Standards Inspection and a City of Fort Worth environmental review. All program required repairs must be completed by the seller prior to closing. Please see Exhibit 3.

Maximum sales price for a home cannot exceed the current 95% of the area median purchase price of \$329,000 for newly constructed properties and \$309,000 for existing properties (subject to change annually by the HUD Published HOME Homeownership Value Limits).

The borrower must obtain Texas Real Estate Commission (TREC) inspection and termite inspection at the borrower's expense. Utilities must be turned on for all property inspections.

LENDER GUIDELINES

Mortgage Companies/Lenders must attend the Lender Training hosted by the City of Fort Worth prior to submitting a client application/file requesting assistance. Training is provided in person and virtually. Contact Veronica Elizondo, HAP Administrator for more information. Email: Veronica.Elizondo@fortworthtexas.gov. Lender training will occur on a quarterly basis.

Mortgage loans may be Conventional, FHA or VA for a term of not less than 30 years. First Mortgage Loan interest rates may not exceed current Fannie Mae Market 30-year fixed rate. No Adjustable Rate Mortgages (ARM), 2-1 Buy Downs, Seller Financed Transactions or Balloon Mortgages will be accepted. Non-occupant co-borrowers are not permitted. Mortgage loans may not have balloon payments, prepayment penalties, and single-premium credit life insurance provisions.

Lender must submit a completed program application and the required supporting documents as listed on the Lender Referral Checklist to the City of Fort Worth. Email submissions are allowed.

As part of the application, the sales contract must include the **City of Fort Worth Notice to Real Property Owner/Seller form (Exhibit 5)** signed by the seller.

The first lien must include property tax and insurance escrow accounts.

Total lender fees cannot exceed 2% of the sales price excluding third party fees that include proof of invoice to be paid at closing.

The City of Fort Worth requires a minimum of seven (7) business days for processing applications from the date a COMPLETE file is received. Any incomplete application packet must be fully completed prior to processing. The lender will receive a Notice of Review form listing all pending items. The City of Fort Worth will correspond with all parties involved via email throughout the entire process.

If the borrower(s) does not qualify for the program, the reason of ineligibility will be documented and forwarded to the lender and the borrower(s) in writing.

CLOSING REQUIREMENTS

The borrower(s) must NOT receive money at closing. No exceptions.

Hazard insurance and the title commitment must show the City of Fort Worth as a second (or third)

mortgagee.

The City of Fort Worth requires five (5) business days advance notice for closing. Please note: Wire transfers require 48 hours for processing. The City of Fort Worth must have a final Closing Disclosure (CD) at least forty-eight (48) hours prior to closing.

The CD must reflect the following:

- Minimum \$1,000 total investment from the homebuyer.
- All borrower's P.O.C. All third-party expenses (surveys, appraisals, inspections, etc.) are eligible.
- Eligible pre-paid items including up to fourteen (14) months of homeowner's insurance (structure and contents). Actual amounts to be included as accruals will be calculated.
- First lien is held by the lender. City of Fort Worth is the second or third lien holder.

ADDITIONAL INFORMATION

Requests for exceptions to current program policies or the submission of a grievance must be made in writing and submitted in accordance with the following procedures:

1. City of Fort Worth HAP Program Administrator
2. Senior Management Analyst
3. Neighborhood Services Department Assistant Director

City of Fort Worth reserves the right to make changes to the City of Fort Worth Homebuyer Assistance Program and the forms used in the program as needed or required.

For any questions, please contact:

Veronica Elizondo, HAP Administrator
City of Fort Worth
100 Fort Worth Trail, Fort Worth, Texas, 76102
817-392-7395
Veronica.Elizondo@fortworthtexas.gov



LENDER REFERRAL CHECKLIST

Borrower Name: _____ Date: _____

Loan Officer: _____ Loan Processor: _____

E-mail: _____ E-mail: _____

EXHIBIT	REQUIRED DOCUMENTATION FOR <u>ALL HOUSEHOLD MEMBERS</u>	LENDER CHECKED	CHECKED BY COFW
1	LENDER REFERRAL CHECKLIST		
2	APPLICATION FOR HOMEBUYERS' ASSISTANCE		
3	MINIMUM ACCEPTABLE STANDARDS		
4	LIST OF LIQUID ASSETS		
5	NOTICE TO REAL PROPERTY OWNER/SELLER		
6	HAP BUDGET WORKSHEET		
7	RESALE/AFFORDABILITY PROVISION CERT. AND BORROWER'S ACKNOWLEDGEMENT		
8	LEAD-BASED PAINT ACKNOWLEDGEMENT		
9	APPLICANT CITIZENSHIP/IMMIGRATION STATUS VERIFICATION		
10	HOME MATCH DONATION		
11	CONFLICT OF INTEREST		
12	HOME PROGRAM AGREEMENT BETWEEN CITY OF FORT WORTH & APPLICANT(S)		
13	LETTER OF EXPLANATION REGARDING BANK DESPOSITS		
14	HAP STREAMLINE PRE-QUALIFICATION (PRE-INCOME CERT. WITHOUT PROPERTY)		
	COPY OF FULLY SIGNED & EXECUTED RECEIPTED PURCHASE CONTRACT		
	SIGNED RESIDENTIAL MORTGAGE LOAN APPLICATION (1003)		
	COPY OF APPRAISAL (when available)		
	COPY OF BUYER'S REQUIRED TREC HOME INSPECTION (TO INCLUDE TERMITE REPORT)		
	COPY OF LENDER'S SIGNED LETTER OF COMMITMENT & 1008 TRANSMITTAL SUMMARY		
	COPY OF FINAL SIGNED GOOD FAITH ESTIMATE AND INITIAL FEES WORKSHEET		
	COPY OF CREDIT REPORT (CAN BE NO OLDER THAN 60 DAYS)		
	COPY OF TRADITIONAL VERIFICATION OF EMPLOYMENT		
	COPY OF TRADITIONAL VERIFICATION OF RENTAL		
	COPY OF 1 YEAR HISTORY FOR CHILD SUPPORT FROM A.G. OFFICE		
	COPY OF RETIREMENT BENEFITS AND INVESTMENT STATEMENTS FOR ALL ACCOUNTS		
	COPY OF SOCIAL SECURITY INCOME		
	COPY OF LAST (4) CONSECUTIVE PAYCHECK STUBS (if overtime / bonus / commission are applicable, please provide 3 full months of paycheck stubs)		
	COPY OF LAST (6) CONSECUTIVE CHECKING STATEMENTS FOR ALL ACCOUNTS		
	COPY OF LAST SAVINGS STATEMENTS FOR ALL ACCOUNTS		
	COPY OF SIGNED LAST (3) CONSECUTIVE INCOME TAX RETURNS (1040, 1099, AND W-2)		
	COPY OF DIVORCE DECREE (if applicable)		

EXHIBIT 2

CITY OF FORT WORTH HOMEBUYERS' ASSISTANCE PROGRAM (HAP) 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. 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):	Home / Cell Phone (Co-head of Household):	
Work Phone (Head of Household):	Work Phone (Co-head of Household):	
Email (Head of Household):	Email (Co-Head of Household):	

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

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, 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					

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 Employee r		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.

G. HOUSEHOLD ASSET INFORMATION

- 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): _____

- 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

- Is anyone in the household currently serving (or served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of City of Fort Worth? _____ Yes _____ No
If YES, identify who, organization, and role: _____ Is this a current role? _____
_____ Yes _____ No If NO, when did role end? _____
- Is anyone in the household related to anyone currently serving (or served within the last 12 months) as an employee, agent, consultant, officer, or elected or appointed official of City of Fort Worth? _____ 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, City of Fort Worth 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.

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
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 City of Fort Worth is committed to affirmatively furthering fair housing for all people. The City of Fort Worth gives 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.



For Staff Use Only:

City of Fort Worth Action:

Date Received _____

Reviewed By _____

Date _____

Approved By _____

Denied _____

Date response emailed to Lender _____

MINIMUM ACCEPTABLE STANDARDS

FOR THE

HOUSING DEPARTMENT

REHABILITATION AND NEW CONSTRUCTION MANAGEMENT

TABLE OF CONTENTS...

- **Minimum Standards for Basic Equipment and Facilities**
- **Minimum Standards for Light, Ventilation and Heating**
- **Minimum Standards for Maintenance**
- **Minimum Space, Use, and Location Requirements**
- **Maintenance of Non-Dwelling Structures, Fences and Premises**

MINIMUM ACCEPTABLE STANDARDS

MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES

1. **KITCHENS** – Every dwelling unit, except for Single Room Occupancy (SRO) shall have a kitchen room or kitchenette equipped with the following:
 - a. **Kitchen sink** – It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order.
 - b. **Stove** – It shall contain a stove (gas or electric), properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
 - c. **Refrigerator** – It shall contain a refrigerator, properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.
 - d. **In rental properties,** if tenants are required to furnish their own appliances, the landlord shall furnish sufficient space and all required electrical/gas hookups, properly installed, to facilitate the use of said appliances.
 - e. **In properties being acquired for homeownerships,** if the purchasers are required to furnish their own appliances, there shall be sufficient space and all required electrical/gas hookups, properly installed to facilitate the use of said appliances.
2. **TOILET ROOM REQUIRED** – Every dwelling unit, except as otherwise permitted for rooming houses, shall contain a room, which is equipped with a flush water closet and a properly installed lavatory. All lavatories shall be properly connected to both hot and cold running water, under pressure, and shall be properly maintained in working order.

All flush water closet shall be properly connected to the water supply, under pressure and shall be maintained in working order.

3. **SHARED TOILET FACILITIES** - Shared toilet rooms shall be equipped with a flush water closet and lavatory basin and shall be connected and maintained as provided in Section 2 above. In rooming house type structures, at least 1 toilet and 1 lavatory basin, properly connected as set forth above, shall be supplied for each 8 persons or fractions thereof, residing within a rooming house, including members of the operator's family, whenever they share the use of said facilities; provided, that in rooming houses where rooms are let only to males, flush urinals maybe substituted for not more than ½ of the required number of toilets.

4. **BATH REQUIRED-** Every dwelling unit shall contain a bathtub and/or shower.

Portable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance.

Said bathtub and/or shower may be in the same room as the flush water closet and lavatory or said bathtub and/or shower may be in a separate room.

In all cases, these facilities shall be properly connected to both hot and cold running water lines, under pressure, and shall be maintained in working order.

In rooming house type structures, at least 1 bathtub and/or shower, properly connected as set forth above, shall be supplied for each 8 persons or fraction thereof residing within rooming house, including members of the operator's family whenever they share the use of said facilities.

5. **PRIVACY IN ROOM CONTAINING TOILET AND BATH** – Every toilet and every bath shall be contained in a room or within separate rooms which affords privacy to a person within said room or rooms.

Toilets and bathrooms shall have doors with a privacy-type lock and such doors, lock and hardware shall be operable and maintained in working order.

6. **LOCATION OF COMMUNAL TOILETS AND BATHS** – Every communal bath required to be provided in accordance with other provisions, shall be located within a room or rooms accessible to the occupants of each dwelling unit sharing such facilities, without going through a dwelling unit of another occupant and without going outside of the dwelling.

In rooming houses, said room or rooms shall be located on the same floor as the dwelling unit, or on the floor immediately above or below the dwelling unit whose occupants share the use of such facilities.

7. **HOT AND COLD WATER LINES TO BATH AND KITCHEN** – Every dwelling shall have supplied water-heating facilities which are properly installed; are maintained in working condition and free of leaks; are properly connected to any required hot water lines; and, are capable of heating water to be drawn for every bath as well as general usage.

Hot water storage associated with water heating facilities shall be not less than the following minimum capacities:

- | | |
|---------------------|------------|
| a. 1 dwelling unit | 30 gallons |
| b. 2 dwelling units | 40 gallons |

- c. 3 or more dwelling units and rooming houses 50 gallons

Sizes and/or number of water heaters shall be based upon the number of units served. No water heaters shall be allowed in bathrooms or closets. All water heaters shall be properly vented and sealed and shall be equipped with a pressure relief valve and drip leg.

The local rehabilitation division/department and or the applicable local building inspection division/department may adjust the above required capacities upwards or downwards based on the type and recovery time of the water heater being installed.

8. **CONNECTION OF SANITARY FACILITIES TO WATER AND SEWER/SEPTIC SYSTEM** – Every kitchen sink, toilet, lavatory basin and bathtub/shower, shall be maintained in working condition and be properly connected to an approved water and sewer or septic system.
9. **EXITS** - Every exit from every dwelling and/or dwelling unit shall comply with the following requirements:
- a. It shall be kept in a state of maintenance and repair;
 - b. It shall be unobstructed at all times;
 - c. All stairways and steps of 2 or more risers shall have at least 1 handrail, and all stairways and steps which are 5 feet or more in width, or, which are open on both sides, shall have a handrail on each side;
 - d. Every dwelling unit shall have 2 independent means of egress;
 - e. All handrails shall be not less than 30" vertically above the nose of the stair treads and not less than 36" in height above the balcony or platform;
 - f. All balconies and platforms which are 30" or more above grade shall have a protective railing not less than 36" in height above the balcony or platform level;
 - g. All multiple dwellings, 1 and 2 family residences exempted, shall have a second exit stairway or approved fire escape available to all occupants from the second floor and above of all such structures;
 - h. All stairs and steps shall have a rise height of not more than 8" and a tread width of not less than 9". This requirement may be waived on the local level if in an existing structure it would be impossible or cost-prohibitive to meet this requirement. In such cases, new stairs could be installed which have the same rise and run as the old.
10. **SMOKE DETECTORS** - Every residential structures shall have U.L. approved "hard wired" smoke detectors or battery operated smoke detectors, properly installed in all bedrooms and in area adjacent to bedrooms.

MINIMUM STANDARDS FOR LIGHT, VENTILATION AND HEATING

1. **REQUIRED WINDOW AREA** – Every habitable room, provided such rooms are adequately lighted, shall have at least 1 open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:
 - a. 1/12 of the floor area if 2 or more separate windows exist, or;
 - b. 1/10 of the floor area if only 1 window exists;
 - c. A minimum of 12 square feet of window area is required in habitable rooms other than kitchens;
 - d. A kitchen may pass without area, provided, there is a mechanical means of ventilation which is maintained in working order.

Whenever the only window in a room is a skylight type window at the top of the room, the total window area of such skylight shall be equal to at least 15% of the total floor area of such room. Skylight type windows, if less than 15% of the total floor area, shall be increased to 15% of the total floor area unless another window is to be installed which will provide adequate light and ventilation.

2. **ADEQUATE VENTILATION REQUIRED** – Every habitable room shall have at least 1 window or skylight which can easily be opened, or other such device as will adequately ventilate the room.

The total openable window area, in every habitable room, shall be equal to at least 50% of the minimum window area size or minimum skylight type window size as required above, except where there is supplied some other device affording adequate ventilation.

3. **LIGHT AND VENTILATION REQUIREMENTS FOR BATHROOMS, TOILET ROOMS, AND KITCHENS** – Every bathroom, toilet room, kitchen, and other similar rooms (i.e. laundry room) shall have a window area of not less than 4 square feet. Every bathroom, toilet room, and kitchen shall comply with the light and ventilation requirements for habitable rooms contained above, except that no window shall be required in adequately ventilated bathrooms, toilet rooms or kitchens equipped with a ventilation system installed in accordance with the current building code.
4. **ELECTRIC OUTLETS AND SERVICE REQUIRED** – Where there is suitable electricity available from supply lines which are not more than 300 feet away from a dwelling, all existing dwellings shall be supplied with electrical services.

- a. Every habitable room within such dwelling shall contain at a minimum, 2 separate and remote wall type electric convenience outlets. Habitable rooms over 120 square feet, shall contain, at a minimum, 3 separate and remote wall type electric convenience outlets. All newly installed outlets shall be of the grounded type. Temporary wiring or extension cords shall not be used as permanent wiring.
- b. Every habitable room shall have at least 1 ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type grounded electric convenience outlet controlled by a remote switch.
- c. Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least 1 supplied ceiling or wall type electric light fixture, controlled by a wall switch, and at least 1 wall type grounded electric convenience outlet. Wall type convenience outlets used in bathrooms and kitchens shall be the GFCI type.
- d. Every kitchen shall be wired to meet the requirements of the N.E.C., based on the size and layout of each individual kitchen. GFCI's should also encompass the counter top area.
- e. All heavy duty appliances, i.e., window air conditioners, freezers, refrigerators, electric stoves, washers, electric dryers, microwaves, etc., shall be supplied with their own proper outlet(s) on separate circuits, as applicable.
- f. Receptacle convenience outlets installed on the exterior of the structure or on open porches, breezeways, garages, utility rooms, etc. shall be of the GFCI type.
- g. A wall switch shall control all wall and/or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.
- h. All electric lighting fixtures installed on the exterior shall be of the type approved for exterior use.
- i. All broken and/or missing switch plates and/or receptacle plates shall be replaced.
- j. All outlets and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and/ or the N.E.C., as applicable.
- k. If a unit does not have a central air-conditioning system and central air will not be installed, at a minimum a proper grounded outlet shall be installed under 1 window in each habitable room to allow the occupant(s) to install window air conditioning units.
- l. All electric panel boxes shall be properly labeled.
- m. The minimum electrical service for each dwelling and/or dwelling unit shall be 150 amps, (in one bedroom unit, 100 amps is acceptable) or as

adjusted and approved, in writing, by the Chief Electrical Inspector of the City.

5. **HEATING FACILITIES** – All heating facilities shall be properly installed, be maintained in working condition and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70°F. (21 degrees C.) at a distance 3 feet above the floor when the outside temperature is at or below 0 degrees F. Every supplied central heating system shall comply with all of the following requirements:
- a. The central heating unit shall be safe and in good working condition;
 - b. Every heat duct, steam pipe, and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended;
 - c. Every seal between any of the sections of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts;
 - d. If there is no existing flue liner, a double-walled metalbestos liner shall be installed. The liner shall meet or exceed the requirements of the local building code and shall be installed according to same.
 - e. All fuel burning heating systems shall be inspected by a qualified furnace inspector to determine if the unit is safe, free from carbon-monoxide leakage and capable of supplying heat as required above.

Each dwelling and/or dwelling unit shall be supplied with its own heating system.

Any dwelling and/or dwelling unit having as its **only** source of heat, space heaters or floor furnaces shall have such units removed and replaced with a proper central heating system.

All mechanical work shall be inspected and approved by the City's local mechanical inspector and/or the building inspection department or by a person knowledgeable in mechanical/heating systems.

6. **LIGHTING OF PUBLIC HALLS AND STAIRWAYS**
- a. Public halls and stairways in every dwelling containing 2 to 4 dwelling units, shall be provided with convenient wall-mounted light switches controlling an adequate lighting system that will provide at least 2 foot candles of illumination on all parts thereof, and which may be turned on when needed. An emergency circuit is not required for this lighting.
 - b. Public hall and stairways in every dwelling containing 5 or more dwelling units shall be lighted at all times with an artificial lighting system. Said system shall provide at least 2 foot candles of illumination on all parts thereof at all times by means of properly located electric light fixtures, provided, that such artificial lighting may be omitted from sunrise to

sunset where an adequate amount of natural light is provided. Whenever the occupancy of the building exceeds 100 persons, the artificial lighting system as required herein, shall be on an emergency circuit.

- c. The required intensity of illumination shall apply to both natural and artificial lighting.

- 7. **SCREENS REQUIRED** – Every window opening to outdoor space, which is used or intended to be used for ventilation, shall be supplied with screens covering all of the window areas required for ventilation. The material used for all such screens shall be not less than 16 mesh per inch and shall be properly installed, maintained and repaired to prevent the entrance of flies, mosquitoes or other insects.

Half screens on windows may be allowed, provided, they are properly installed and are bug and insect tight.

- 8. **SUPPLIED HEATING TO DWELLINGS OR PARTS THEREOF** – Every owner or operator of any dwelling who rents, leases, or lets for human habitation, any dwelling unit contained within such dwelling, on terms either expressed or implied, to supply or furnish heat to the occupants thereof, shall maintain therein a minimum temperature of 70 degrees F. (21 degrees C.) at a distance 3 feet above the floor at all times when the outdoor temperature is at or below 0 degrees F.

Whenever a dwelling is heated by means of a furnace, boiler or other heating apparatus under the control of the owner or the operator, in the absence of a written contract or agreement to the contrary, said owner or operator shall be deemed to have contracted, undertaken, or bound himself/herself to furnish heat in accordance with the provisions of this section to every dwelling unit which contains radiators, furnace heat, duct outlets or other heating apparatus outlets, and to every communal bathroom, communal toilet room and/or communal laundry room located within such dwelling.

- a. Every central heating unit, space heater, water heater, and cooking appliance shall be located and installed in such a manner so as to afford protection against involvement of egress facilities or egress routes in the event of uncontrolled fires in the structure(s);
- b. Every fuel burning heating unit or water heater shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney duct and vents shall be of a design as to assure proper draft, shall be adequately supported and shall be kept clean and in a state of maintenance and repair;
- c. No fuel burning furnace shall be located in any sleeping room or bathroom unless provided with adequate ducting for air supply from the exterior, and, the combustion chamber for such heating unit shall be sealed from

the room in an airtight manner. Gas water heaters are **prohibited** in bathrooms, sleeping rooms, and closets;

- d. Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate temperature and pressure limit controls;
 - e. Every gaseous or liquid fuel burning heating unit and water heater shall be equipped with electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the even of failure of the ignition device. All such heating units with plenum shall have a limit control to prevent overheating.
9. **ENERGY CONSERVATION** – All structures shall comply with energy conservation measures to the maximum extent feasible. These measures include, but are not limited to:
- a. Installation of insulation or the installation of additional insulation, especially in the attic/ceiling areas: The recommended level for ceiling insulation is to an R-38, wherever possible;
 - b. Weather-stripping;
 - c. Caulking;
 - d. Replacement of ineffective or inefficient heating/cooling systems.
 - e. Replacement of single pane window units with thermal units or, the installation of combination storm windows if the single window units will not be replaced.

MINIMUM STANDARDS FOR MAINTENANCE

1. **MAINTENANCE OF FOUNDATIONS, EXTERIOR WALLS, ROOFS, SOFFITS & FASCIA**- Every foundation, exterior wall, roof, soffit, fascia and all component parts shall be weathertight, watertight, rodent proof, and insect-proof and shall be kept in a state of maintenance and repair.
- a. All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coatings i.e., stain, in accordance with acceptable to weathering without deterioration, i.e., siding. All siding material shall be kept in a state of maintenance and repair.
 - b. In units constructed on or before 1978, treatment of all applicable surfaces, (interior and exterior) will be in full compliance with the Lead Base Paint regulations, as found at 24 CFR Part 35, including all future amendments as published by HUD.
2. **MAINTENANCE OF INTERIOR WALLS, FLOORS, CEILINGS, DOORS & WINDOWS**- Every interior partition, wall, floor, door, window, and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition.

All interior doors shall be capable of affording the privacy for which they were intended.

3. **RAINWATER DRAINAGE FROM ROOF** – All rainwater shall be so drained and conveyed from every roof so as not to cause dampness/damage to walls, ceilings, or floors of any habitable rooms, bathrooms, toilet room, laundry room, or any other type of room therein. If present, all rainwater draining devices such as gutters and downspouts shall be kept in a state of maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.
4. **MAINTENANCE OF WINDOWS & EXTERIOR DOORS** – Every front, rear and side door shall be not less than 2' 4" in width and not less than 6' 6" in height, except where larger doors and doorways are required to accommodate handicapped access. In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirements may be waived, in writing.

Every window and exterior door shall be substantially tight and rodent-proof, and be kept in a state of maintenance and repair. In addition, the following requirements shall be met:

- a. All exterior doors to the outside or to a common public hall shall be solid core and be equipped with adequate security locks. All windows accessible for ground level without the aid of mechanical devices shall have a security device/lock;
- b. Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured with an adequate amount of putty. Said putty shall not be cracked, broken or missing;
- c. Every window sash shall be in good condition and shall fit tightly within its frame;
- d. Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items;
- e. Every exterior and interior door, when closed, shall fit well within its frame;
- f. Every exterior and interior door, door hinge, and door latch and/or lock shall be maintained in good working condition;
- g. Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.

5. **MAINTENANCE OF STAIRWAYS AND PORCHES** – Every interior and exterior stairway, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and, shall be kept in sound condition and in a state of maintenance and repair, including compliance with the Lead Base Paint Regulations, if applicable.
6. **MAINTENANCE OF SUPPLIED PLUMBING FIXTURES** – Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.
7. **MAINTENANCE OF BATHROOM, TOILET ROOMS, KITCHEN AND UTILITY ROOM FLOORS** – Every bathroom, toilet room, kitchen and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

Indoor-outdoor type carpeting, when properly installed, shall be allowed in bathrooms, toilet rooms, kitchens and utility rooms.
8. **SAFE AND EFFECTIVE FUNCTIONING OF SUPPLIED FACILITIES** – Every supplied facility, piece of equipment, or utility which is required under this section, shall be constructed or installed so it will function properly and shall be maintained in working condition.

MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS

1. **MINIMUM CEILING HEIGHT** – Wherever possible, no habitable room in a dwelling or dwelling unit shall have a ceiling height of less than 7'6". At least ½ of the floor area of every habitable room located above the 1st floor shall have a ceiling height of 7'6" and the floor area of that part of any room where the ceiling height is less than 5' shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining maximum floor area;

A ceiling height of a minimum of 7' is acceptable in bathrooms, toilet rooms, hallways, utility rooms, and kitchens.

All rooms, except kitchen and/or kitchenettes and baths, shall have a minimum width of 7'.
2. **MAINTENANCE OF SLEEPING, BATH AND TOILET ROOMS** – No dwelling or dwelling unit containing 2 or more sleeping rooms shall have such room arrangement that access to a bathroom or toilet room intended for use by

the occupants can be had only by going through another sleeping room or bathroom or toilet room.

3. **OCCUPANTS TO HAVE ACCESS TO SANITARY FACILITIES** – Every occupant of every dwelling unit shall have unrestricted access to a toilet, to a bath, and to a kitchen sink and lavatory basin located within that dwelling unit.
4. **MINIMUM STORAGE AND COUNTER AREAS** – Each dwelling unit shall have at least 1 closet with a minimum of 6 square feet of floor area and a minimum height of 6', located within the dwelling unit. Dwelling units with 2 or more bedrooms shall have a storage floor area of at least 4 square feet per bedroom. This storage requirement does not necessarily have to be located in the bedrooms.

All kitchens shall have a minimum enclosed storage area of 8 square feet with a minimum vertical clearance of 12" and a horizontal width of at least 12". Each kitchen shall have a minimum of 4 square feet of counter area.

CITY OF FORT WORTH HOMEBUYER ASSISTANCE PROGRAM**LIST OF LIQUID ASSETS**

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

NOTICE TO REAL PROPERTY OWNER/SELLER

WITH RIGHT TO WITHDRAW

Date: _____

Owner(s)/Seller(s): _____

Buyer(s): _____

Address of Property in Sales Agreement: _____

Dear Owner(s)/Seller(s):

Property owned by you has been contracted for purchase, as referenced above. Because Federal funds in the form of down payment and closing cost assistance to the Buyer(s) 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) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

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 different price that may be the same, higher or lower than this amount.

An owner-occupant who sells 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.

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(s) 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.**

In accordance with HUD requirements, if the information provided above is not disclosed before an option to purchase or contract has been executed between the Buyer(s) and the Seller(s), the Seller(s) must be provided the opportunity to withdraw from the agreement without penalty. If the Seller(s) did not receive this disclosure prior to entering into an agreement with the Buyer(s), the Seller(s) may elect to void or affirm the original agreement. If the Seller(s) voids the original agreement, a new agreement may be negotiated.

Should you have any questions, please feel free to contact: **Veronica Elizondo at 817-392-7395, or Veronica.Elizondo@fortworthtexas.gov**

Receipt acknowledged this _____ day of _____, 20_____.

Seller(s) elects to affirm the original agreement.

Seller(s) elects to void the original agreement and renegotiate its terms.

Seller

Witness



HAP Budget Worksheet

Name: _____

Date: _____

<u>Monthly Income Source</u>	<u>Gross</u>	<u>Net</u>
Borrower	\$	\$
Co Borrower	\$	\$
Other	\$	\$
Child Support Alimony	\$	\$
Social Security Benefits	\$	\$
Retirement Pension	\$	\$
Other:	\$	\$
TOTAL (Monthly)	\$	\$

<u>Monthly Expenses</u>		
	-	-
Mortgage	\$	
Homeowner's Association	\$	
Savings	\$	
Auto Loan	\$	
Installment Loans/Student Loans	\$	
Credit Cards	\$	
Groceries	\$	
Electric	\$	
Water	\$	
Cell Phone	\$	
Auto Insurance	\$	
Satellite/Cable	\$	
Childcare	\$	
Miscellaneous above \$200.00 monthly	\$	
TOTAL (Monthly)	\$	
deficit/surplus	\$	

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

I acknowledge that I have been informed of the rules and regulations of the City of Fort Worth Homebuyer Assistance Program and understand that the funds for this program are limited and offered to applicants on a first come-first served basis and that, because funds are limited, there is no guarantee the funding I apply for will be actually provided until such time that we are officially notified in writing by City of Fort Worth of that fact, but that our application will be taken and considered on a first come-first served basis. These funds are authorized to assist in the purchase of the property listed below and cannot be transferred to another property.

I further acknowledge that the resale, refinance, repayment provisions associated with the City of Fort Worth Homebuyer Assistance Program loan for which I am applying have been clearly and understandably explained to me, and I fully understand these provisions. I understand that the loan is being made to me based upon my assurance that I will live in the house, as my principal place of residence and that if I should sell, refinance or move from the property within the first 60 months (based on assistance amount) after the mortgage loan closing, the loan will become immediately due and payable to City of Fort Worth. I further acknowledge that the assistance I receive will be in the form of a deferred, forgivable loan forgiven at the conclusion of the affordability period of 5 years depending on the assistance amount and commencing on the mortgage loan closing date. I acknowledge that the resale, repayment calculation example and the circumstances under which they would be initiated, have been clearly explained to me, and that I understand them and the circumstances under which they would be triggered.

The borrower(s) will execute a promissory note secured by a deed of trust, which will obligate the borrower(s) to repay the unforgiven balance of the note amount to City of Fort Worth at the point of resale or refinance during the affordability period noted below based on the amount of assistance provided. Further, it is understood that the transfer of these funds will occur at closing of the sale and purchase of the above property and that they are contingent upon both the property and the borrower(s) meeting all HOME program eligibility and mortgage lender underwriting requirements.

- A loan in the amount of up to \$25,000 requires a five (5) year lien period.

Property Address

Borrower:

Date:

Borrower:

Date:

City of Fort Worth
Homebuyer Assistance Program
Lead-Based Paint Acknowledgement

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

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

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

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

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

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

Borrower Date

Borrower Date

Applicant Citizenship / Immigration Status Verification Form

To determine eligibility for this HUD-funded program, federal law requires City of Fort Worth to verify the citizenship or immigration status of the applicant and ALL household members. Verification may occur through the Department of Homeland Security's SAVE (Systematic Alien Verification for Entitlements) system and/or by reviewing government-issued documentation.

Citizenship / Immigration Status (Check One):

- ☐ U.S. Citizen
- ☐ U.S. National
- ☐ Qualified Alien (as defined under PRWORA)

If you select 'Qualified Alien', federal law (PRWORA, 8 U.S.C. §1641) defines this as including:

- Lawful Permanent Residents;
- Asylees under INA §208;
- Refugees admitted under INA §207;
- Individuals paroled into the United States under 8 U.S.C. §1182(d)(5) for at least one-year;
- Individuals granted withholding of removal or deportation under 8 U.S.C. §1231(b)(3) or former 8 U.S.C. §1253;
- Individuals granted conditional entry under 8 U.S.C. §1153(a)(7);
- Cuban and Haitian entrants, as defined in §501 of the Refugee Education Assistance Act of 1980; and
- Certain battered immigrants described in 8 U.S.C. §1641(c)(1)-(3); victims of a severe form of trafficking.

Staff will use the SAVE Program and documentation provided to confirm whether each household member meets this definition.

Applicant Acknowledgement:

☐ I understand that I and all household members must provide acceptable government-issued documentation to verify citizenship or immigration status, and that these documents may be securely retained for up to seven (7) years for federal audit purposes. I understand City of Fort Worth needs to verify this information through the SAVE system and/or review of government-issued documentation.

Applicant signature

Co-applicant signature

Print name

Print name

Date

Date



**City of Fort Worth HOME Investment Partnership Program
Match Donation Form**

Section 1 HOME Assisted Property Location

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

Please complete the following:

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

Section 2 Form of Match

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

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

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

Section 3 Match Source

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

Source of Match: ☐ **Business Funds** ☐ **Personal Funds** ☐ **Other Non-Federal**
provided by:

Name of Company _____
Address _____
Telephone _____
Contact Name _____
Signature _____
Date _____

Please return to Veronica.Elizondo@fortworthtexas.gov



**CONFLICT OF INTEREST DISCLOSURE:
FOR CITY OF FORT WORTH PROGRAMS ONLY**

The assistance you are applying for is funded using Housing and Urban Development (HUD) funds and because of this our office is requesting the following information in order to comply with the funding requirements. Please complete this form to the best of your ability, sign it, and return it to this Agency at your earliest convenience.

NAME: _____ ADDRESS: _____

TELEPHONE: _____ E-MAIL ADDRESS (if applicable) _____

1. Are you employed by the City of Fort Worth?	☐ YES	☐ NO
1a. If yes, by which Department and Division:		
2. Were you employed by the City of Fort Worth within the most recent 12-month period?	☐ YES	☐ NO
2a. If yes, by which Department and Division:		
3. Are any members of your immediate family currently employed by the City of Fort Worth? (<i>"Immediate Family" includes (whether by blood or adoption): the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws.</i>)	☐ YES	☐ NO
3a. If yes, please provide relative's name(s), Department(s), and Division(s):		
4. If No, were any members of your immediate family employed by the City of Fort Worth within the most recent 12-month period?	☐ YES	☐ NO
4a. If yes, please provide relative's name(s), previous Department(s), and Division(s):		
5. Are you an elected or appointed official, or agent or consultant, of the City of Fort Worth?	☐ YES	☐ NO
5a. If yes, by which Department and Division:		
6. Are any immediate family members an elected or appointed official, or agent or consultant of the City of Fort Worth?	☐ YES	☐ NO
6a. If yes, please provide relative's name(s), Department(s), and Division(s):		

Certification: I understand and agree that the City may/will contact the City of Fort Worth department including all supervisors in order to determine whether any of these persons' employment or official functions are or were related to the City's use of federal grant funds and whether federal funds can be provided. **I certify that the information I am providing is true and could be subject to verification at any time by a third party. I also acknowledge that the provision of false information could leave me subject to the penalties of Federal, State and local law.**

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.

Applicant/Prospective Applicant Signature

Date

For City Staff Only: Once this form is completed and if "Yes" is marked on any of the above questions, please return it to your Compliance Specialist as soon as possible for processing. If you have any questions, please contact Barbara Asbury, Grants Manager, Compliance Division, at 817-392-7331, or Charletta Moaning, Sr. Contract Compliance Specialist, at 817-392-7333 or at charletta.moaning@fortworthtexas.gov.



**HOME PROGRAM AGREEMENT BETWEEN
CITY OF FORT WORTH AND
APPLICANT FOR HOMEBUYER ASSISTANCE**

HOMEBUYER NAME(S):	PROPERTY ADDRESS:	PHONE NUMBER:

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

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

1. USE OF HOME PROGRAM FUNDING

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

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

_____ Homebuyer must occupy the Property within sixty (60) days after loan closing.

2. AFFORDABILITY RESTRICTIONS

_____ Homebuyer agrees to occupy the Property as Homebuyer's principal residence for five (5) years based on the amount of assistance from the date of loan closing. This is called the *affordability period*.

Homebuyer's *affordability period* starts the date the Deed of Trust is notarized.
Homebuyer's end date of affordability is the date under the "**Forgiveness of Debt**" section in the Deed of Trust.

_____ The maximum purchase price of the Property must not exceed the HOME Homeownership Value for the City of Fort Worth city limits.

The appraised value is: \$ _____

The HOME Homeownership value limit is: \$309,000 Existing Home/\$329,000 New Home

The Purchase Price is: \$ _____

_____ The HOME assistance provided by City of Fort Worth will be secured by a promissory note and recorded subordinate deed of trust. Monthly payments will not be required on this portion of the assistance. This assistance will be provided at 0% interest* and will be forgiven proportionately at an annual rate based on the amount of assistance provided for each full year the Homebuyer uses the Property as his/her principal residence during the affordability period.

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

3. ENFORCEMENT PROVISIONS

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

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

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

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

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

Homebuyer

Date

Homebuyer

Date

City of Fort Worth

Date

*Unless default of the affordability term occurs.

[illegible]

Date _____

HOMEBUYER ASSISTANCE STREAMLINE PRE-QUALIFICATION

The City of Fort Worth can provide basic information for your buyers to see if they qualify. This is not meant to be taken as an approval, and all information is subject to verification. Please be mindful that upon application submittal, updated documents must be provided and the information provided for the purposes of the streamline will be null and void.

Please submit the following information and documents.

Name of applicant: _____ Co-applicant: _____

Property Address: _____ City _____ Zip Code _____

Total household members _____

How many are under the age of 18? _____

How many over 18 years of age? (other than applicant and co-applicant) _____

(all household income will be counted)

Please provide the following:

_____ Lender's pre-qualification letter

_____ City of Fort Worth HOMEBUYER'S ASSISTANCE PROGRAM application (HAP)

_____ Most recent pay stubs for the past 60 days (all household members)

_____ 1003

_____ Social Security/SSI Award Letter

_____ Child Support order and (one year printout from Attorney General)

_____ Most recent retirement account statement for all accounts

_____ 2 most recent bank statement for all accounts

_____ Self-Employment (must provide City's form)

_____ Copy of most recent tax return with all forms included

_____ And any other income

Mortgage Company Name: _____

Loan Officer name: _____

Phone # and email: _____