



City of Eureka

**State of California
Community Development Block Grant Program
(CDBG)**

Homebuyer Program Guidelines

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**EQUAL HOUSING
OPPORTUNITY**

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CITY OF EUREKA CDBG HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The City of Eureka, hereinafter referred to as the "City" has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer the Community Development Block Grant ("CDBG") Homebuyer program. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Program's eligible area, as described in Section 3.1. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers. The Program will be administered by the City of Eureka, (the "Program Operator").

The City Manager has the authority to interpret any provision of these Homebuyer Guidelines. Whenever the City Manager determines that the meaning or applicability of any guideline is subject to interpretation, the City Manager may issue an official interpretation in the form of a management memorandum. The Program Operator may develop "handouts". Handouts will generally be used to clarify specific guidelines, to make the program more user-friendly, and to produce documents for educational purposes.

1.1 PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender logo will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local

social service agencies.

The Program will sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Staff will hold annual local homebuyer seminars and all attendees will be notified about the Program.

- B. The Program Operator will work closely with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Operator should take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. Upon Inquiry into the City's Homebuyer Program, potential applicants are offered a Program Handout (Attachment A) and Pre-Screen Application (Attachment B) to complete before being added to the "Homebuyer Pre-Screened Applicant's Waiting List. The Pre-Screen application asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed Pre-Screen Applications received by the Program Operator are date and time stamped. The Pre-Screen application is only deemed complete if all information is submitted and the form signed and dated. Incomplete applications are returned to the applicant and will not be date/time stamped until complete. All Pre-Screen authorized applicants can then be added to the Waiting List. All participants on this list are sorted in date chronological order of the submitted application. All program participants must be low-moderate income to apply.
- B. Those participants on the Waiting List whose names come up for application, will be scheduled for a meeting to receive the Homebuyer Program Application packet (Attachment C). At the meeting, the potential homebuyer is given a "Program Eligibility Letter" [See Section 1.3B] (Attachment D) and instructions on how to acquire the required Certificate of Completion of the Homebuyer Education Course, along with the following forms: Attachment E: Instructions to Homebuyer; Attachment F: Sellers Lead-Based Paint (LBP) Disclosure; Attachment G: Lead Based Paint Contract Contingency Language; Attachment H: EPA Booklet (Protect Your Family from Lead in Your Home); and Attachment I: Disclosure to Seller with Voluntary Arm's Length Purchase Offer "Declaration". Applicants are encouraged to present the Program Eligibility Letter to their Realtor and Program Operator's contracted Lender as evidence of the applicant's preliminary eligibility in the Homebuyer Program. Income qualified applicants who receive the "Program Eligibility Letter" from the Program

Operator will be on equal status with each other. The letter will state that the housing must be "modest", so it may not exceed three bedrooms and two bathrooms unless there are documented extenuating circumstances (such as it would create an overcrowding situation, or there is not a reasonable inventory of homes of this size, etc.) and the Housing Advisory Board approves the exception request.

- C. The "Program Eligibility Letter" will encourage the applicants to find a qualified home and begin securing the primary loan for the housing unit. No reservation of funding is received by the Borrower until the Program Operator has received the "Purchase Agreement", re-evaluated the applicant for program compliance, received Housing Advisory Board approval, and issued a "Letter of Reserved Funds" (Attachment J), depending on funding availability. Commitment of funds will be done on a first-come-first served basis. These funds will be reserved for 60 days maximum from the Housing Advisory Board recommendation and City Manager or Acting City Manager approval, unless otherwise noted. This reservation of funds is for the qualified property only. If during the 60-day time frame, the potential homebuyer is unable to purchase a home, an extension may be granted. However, if it appears the potential homeowner cannot participate in the Program, the reservation of funds expires and the next person eligible to receive an Eligibility Letter is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

- A. Each applicant must participate in individual Homebuyer Counseling provided by the Program Operator and receive a certificate of compliance (See Section 1.5).
- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (See Section 3.0), homebuyer shall provide Seller with a disclosure containing the following provisions:
- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
 - 4) All housing units built prior to January 1, 1978 will require a Lead Paint Disclosure to be signed by both the Homebuyer and Seller (Attachment F);
 - 5) Since the purchase would be voluntary, the Seller would not be eligible for relocation payments or other relocation assistance;
 - 6) The Seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant three months prior to submission of the purchase offer.

- 7) If the Seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender Pre-Qualification Letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. The Program Operator shall draft a Staff Report to the Housing Advisory Board with a recommendation and supporting details. This report shall be submitted to the City of Eureka's Housing Advisory Board who will recommend approval to the City Manager or Acting City Manager who will approve or deny the Application and instruct the Program Operator to notify the Applicant. The Program Operator will provide written notification to the Applicant of approval, conditions, or denial with reason and, if denied, a copy of the Program's Appeal procedures (Section 11.0).
- E. When the Program Operator and Primary Lender requirements are met, Program funds shall be deposited into escrow, and the homebuyer will be provided with required closing instructions and loan documents.
- F. At the time of escrow closing, the Program Operator shall be named as an additional loss payee on fire and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit.

PRIMARY LENDER ANALYSIS:

The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

DEBT SERVICE		
FOR A FAMILY OF FOUR EARNING \$2,500 PER MONTH		
HOUSING PAYMENTS (PITI)		TOTAL OVERALL PAYMENTS
Principal & Interest Payment	\$ 580	\$ 750 Housing
Insurance	50	+250 <u>Other Debt Service</u>
Taxes	<u>120</u>	\$1,000 Total Debt Service
Total Housing Expense	\$750	
PITI is 30% Maximum of \$2,500		Overall debt service per month is 40% of \$2,500
OTHER HOUSEHOLD DEBT SERVICE		
Car Payment	\$150	
Credit Card Payment	<u>100</u>	
Total Other Debt	\$250	
A \$580 per month loan payment equates to borrowing \$96,750 at 6% for a 30-year term.		

SUBSIDY CALCULATION	
FOR A FAMILY OF FOUR EARNING \$2,500 PER MONTH	
Purchase Price of Property	\$199,750.00
Less Primary loan amount	- 96,750.00
Less Down payment of \$3,000 or 3% of Sales Price	<u>- 3,000.00</u>
Equals "GAP"	\$100,000.00
Plus Estimated Settlement Charges (3% of Sales Price)	<u>+ 5,992.50</u>
Equals Total Allowable Subsidy	\$105,992.50

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Program Operator. The Program’s down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement.
- B. Homebuyer funds shall be used in the following order:
 - 1) Down payment - Minimum Requirement: 3% of Purchase Price or \$3,000, whichever is less.
 - 2) To the extent possible after satisfying 1), above, appraisal fee; cost of credit report; the loan origination fee; customary homebuyer closing costs; City’s Warehousing Fee of \$125.00, homebuyer’s customary portion of the escrow fees; title insurance; and, the establishment of impound accounts for property taxes and insurance.
 - 3) After 1) and 2), above, are satisfied, any balance of homebuyer funds may be applied either to the purchase price or to reduce the principal balance of the primary loan as necessary. No funds will be returned to the Borrower out of escrow.

- C. If the items in B.2), above cannot be satisfied with homebuyer funds, the Program Operator may provide Program loan assistance to cover the remaining balance up to 103% of the purchase price.
- D. Program Operator may not provide more than 50 percent of the down payment required by the primary lender (**CDBG requirement**). Program Operator may also provide sufficient assistance, as Program loan principal, to reduce the monthly payments for PITI to an affordable level of household income. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 30 percent of the gross household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Program, the Program Operator, and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Program Operator approved homebuyer education class. The homebuyer education class may cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; and loan servicing. The Program Operator shall present Homebuyer Education instruction and the certificate of completion to applicants when they receive the "Eligibility Letter".

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Homebuyer program contains Federal funds, the following shall be addressed: in accordance with title 24, Section 570.611 of the Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the Housing Advisory Board and officers, employees, and agents of the Board, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body of the locality.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Program Operator's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion

or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All low-moderate income applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of Humboldt County Area Median Income (AMI), adjusted for household size, as published by HCD each year (Attachment K).

Household: Means one or more persons who will occupy a housing unit. Unborn children will be counted in family size determination. Household membership must be documented through the person's residence as a part of the household prior to applying to the Homeownership Program. Documentation for residence can include mail, paystubs, registration for college, driver's license, or other legal identification.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. For those types of income counted, gross amounts (before any deductions have been taken) are used; and the types of income that are not considered would be income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must

be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm>

See Attachment L: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. ***(Note: it is the income earned – e.g. interest on a saving's account – not the asset value, which is counted in annual income.)***

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is:

<http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm>

See Attachment M: Part 5 Assets Inclusions and Exclusions

2.3. DEFINITIONS OF AN ELIGIBLE HOMEBUYER

An eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. Allow participation if homebuyer has not been on title or owned property in the past three (3) years as a primary place of residence. CDBG funded programs may assist eligible homebuyers who are not "first-time" homebuyers. Those homebuyers who have filed for Bankruptcy within the past 4 years or who have filed for foreclosure within the past 7 years may not apply.

"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- 1) A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- 2) a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; and
- 3) an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a) not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b) not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: Within the City limits of Eureka, as further defined by Attachment N.
- B. Housing unit types eligible for the Homebuyer Assistance Program are new or previously owned: single-family residential, or condominiums. All homes must be designated for residential use under the Eureka General Plan.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will not be program eligible.

3.2. CONDITION

- A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a

housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) The City's Building Inspector, Program Operator, a certified housing inspector, or a City representative will walk through the housing unit, determine if it is structurally sound, and identify any code and related health and safety deficiencies that need to be corrected. A State licensed Appraiser may identify additional health and safety repairs which must be incorporated into the list of deficiencies. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.
 - 2) When the Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.D will apply.
 - 3) A pest inspection report will only be ordered (and subsequently cleared) upon recommendation of the appraiser, Building Inspector, Program Operator staff, or homebuyer. Smoke detectors will be installed if there are none in place. The Program Operator will encourage each homebuyer to secure a homeowner's warranty policy as part of the purchase of a resale housing unit.
 - 4) Upon completion of all work required by the Program Operator, City, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
 - 5) The housing unit must be free from any defects that pose a danger to the health and safety of occupants before occupancy and for at least six months after purchase.
- B. Housing Rehabilitation loans will not be permitted to be combined with Homebuyer Program loans.
- C. Housing unit size shall be sufficient to meet the needs of the homebuyer household, without overcrowding. Generally, this means not more than two persons per bedroom or living room. Any exceptions are subject to Housing Advisory Board review and City Manager (or Acting City Manager) approval.
- D. Lead Based Paint Hazards: All housing units built prior to 1978 for which CDBG funding is anticipated are subject to the requirements which follow. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. All costs of Lead Based Paint mitigation, and testing, if completed, shall be paid by the seller

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given a copy of and asked to read the EPA pamphlet "*Protect Your family From Lead in Your Home*", EPA 747-K-99-001, June 2003 (Attachment H). A signed receipt of the pamphlet will be kept in the Program Operator's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552 (Attachment O), which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment O).
- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment G), "Seller's Lead Based Paint Disclosure" notice must be provided by the seller to the homebuyer.
- 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- 5) **Purchase Contract Contingency Language:** Before a homebuyer is obligated under any contract to purchase a pre-1978 housing unit, the seller shall permit the homebuyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. See Attachment H for sample lead-based paint contract contingency language.

A homebuyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing, such as in Attachment G, item (e)(ii). In this case the purchase contract contingency language is not required.

- E. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment P).

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner occupied or have been vacant for three months prior to the acceptance of a contract to purchase. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with City of Eureka's relocation plan which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. **Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970**

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. **Section 104(d) of the Housing and Community Development Act of 1974**

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a Residential Anti-Displacement Plan and Relocation Assistance Plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer must be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment I) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B.

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Humboldt County as updated by HCD (Attachment Q).

Attachment Q: MAXIMUM PURCHASE PRICE/AFTER REHABILITATION VALUE LIMITS (as of January 1, 2014) *The Program Operator will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Program, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan"). The monthly payments of the 1st mortgage must be not less than 30% of the applicant's gross monthly income. No Private Mortgage Insurance (PMI) or Adjustable Rate Mortgages (ARM) are allowed.

5.1. QUALIFYING RATIOS

Primary loans underwritten by Fannie Mae and Freddie Mac will be acceptable to establish creditworthiness, repayment ability, and dependability of income.

The applicant must obtain a private loan and Program loan (see Section 6.0, Program loans) secured by a first and second deed of trust, respectively, with monthly payments not less than 30% of the applicant's gross monthly income. The "front end" maximum monthly housing costs and other debt (1st & 2nd mortgage, insurances, taxes, and all other monthly housing debt [PITI] shall not exceed 37% of the applicant's gross monthly income. The "back end ratio" of total debt including PITI plus other monthly long-term debt payments, such as car, student, or other personal loans and credit card debt, shall not exceed 42%. All deferred debt will be used to calculate "back end ratio" of total debt. The front end ratio of 37% and the back end ratio of 42% are based on the Program's twelve month projection of gross monthly income. The monthly long-term debt payments will be calculated at a fixed 5.0% interest rate over a 10 year term unless the applicant can provide documentation otherwise. Buyer's are required to borrow the maximum amount qualified for by the first mortgage lender.

The City Manager may adjust the "front end" and "back end" ratio by up to 5% to match a local Private lender's underwriting ratios on a case by case basis provided that the borrower has demonstrated that over a period of the last 12 months the ability to pay the housing costs and total debt equal to the proposed "front end" or "back end" ratio.

5.2. INTEREST RATE

The primary loan must be fully amortized and have a fixed interest rate (no adjustable interest rates) that does not exceed the current market rate.

5.3. LOAN TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

5.4. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed \$100,000, plus no more than an additional 3% maximum of sale price for approved closing costs. The maximum subsidy limit shall be as established by the HOME Program Subsidy Limit per unit – Section 221(d)(3) for Humboldt County.

Attachment S: HOME SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3)

6.2. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

6.3. AFFORDABILITY PARAMETERS FOR BUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.1. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment and the amount of the primary loan.

6.4. RATE AND TERMS FOR PROGRAM LOANS

The Program loan will be up to \$100,000, plus up to an additional 3% of Sales Price towards eligible closing costs, depending on availability of funds. Loan is to accrue simple interest at 1.5% (See A. below) for thirty (30) years. All Program assistance to individual households shall be made in the form of deferred payments loans (no required monthly payments of interest and principal).

A. The Program's loan term shall be for at least as long as the primary loan or

30 years and shall be calculated as simple interest. The interest rate shall be 5% if the loan is paid before the first anniversary of the Note signing, and 4% if paid before the 2nd anniversary of the Note signing, and 3% after the 3rd anniversary of the Note signing, and 2% if paid before the 4th anniversary of the Note signing, and 1.5% retroactive to the original date of the Note signing if paid after the 5th anniversary of the Note signing. All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan.

On the thirtieth anniversary date of the Program Note, the entire outstanding principal balance and all accrued interest will be due and payable, unless Borrower exercises the Refinance Option outlined in Section 7.4 of these Guidelines.

SECURED NOTE

Amount Loaned:	\$100,000, plus up to 3% of Sales Price towards eligible closing costs.
Simple Interest Rate:	1.5% (See 6.4.A Above)
Term	360 months or 30 years
Payments	One-Deferred Until Maturity
Balloon Payment at Maturity	\$153,700 Based on a \$106,000 Principal Balance, \$100,000 + \$6,000 Closing Costs (3% of \$200,000), with Interest at 1.5% for 30 years

B. First Right of Refusal

Before sale or transfer of title to the property, the Borrower shall notify the City in writing of their intention to sell or otherwise transfer title. The City shall have the first right of refusal to purchase the property at the appraised fair market value, as determined in accordance with loan documents. The City may at its sole discretion, choose to assign this first right of refusal to purchase the property to another nonprofit corporation. Upon City's receipt of Borrower's notification of intent to sell or transfer, the City, and/or the City's contractor, or assignee, shall have the right to reasonably enter the property for purposes of conducting structural pest and building inspections, and an appraisal. Lender shall exercise its first right of refusal or right to assign within sixty (60) days after receiving Borrower's written notification of interest to sell.

6.5. LOAN-TO-VALUE RATIO

The loan-to-value ratio for a CDBG Homebuyer Program loan, when combined with all other indebtedness to be secured by the property (the first mortgage and second), shall not exceed 100% of the sales price plus a maximum of up to 3% of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time. Occasional payments on deferred loans will be applied to the interest first then to principal as per the Loan Servicing Policies and Procedures Attachment R, Section 1.

7.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

AmeriNational Community Services
P.O. Box 1187
Albert Lea, MN 56007

B. The Program Operator, the City of Eureka, has contracted with AmeriNational Community Services, a third party loan servicing company, to collect and distribute payments and complete some loan servicing aspects of the Program. The City of Eureka will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments, verify Borrower account balances, and file statements on payment status. Payments shall be deposited and accounted for in the City's Program Income Account. The Program lender's third party loan servicer, AmeriNational Community Services will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the City of Eureka.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchase property for any reason, the principal balance of the loan is due and payable, except:

A. Loans are due upon sale or transfer of title (unless assumable as in B below) or when borrower no longer occupies the home as his/her principal residence or upon the loan maturity date. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment R, Section 7, on loan defaults for further information on property restrictions.

B. Program loans may or may not be assumable according to the HCD program and the loan documents. (See Attachment R, Section 5)

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment R for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be

repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

The Program Operator will monitor Borrowers and their housing units to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

Potential homebuyers are to contact the City to receive a Program Handout and a Pre-Screen Application. Upon completion and authorization of the Pre-Screen Application, applicants are eligible to be added to the Homebuyer Program Waiting List ("List"). The List is maintained by date chronologically from oldest dates to more current. As the names come to the top of the List, a complete Homebuyer Program Application Packet is provided to the applicants to complete along with all the necessary forms, disclosures, and information. Upon initial eligibility, the applicant will be requested to schedule a meeting to receive the "Eligibility Letter" with further instructions to review the Homebuyer Participating Lender Instructions, Sellers Lead Based Paint Disclosure, and to contact the bank lender for pre-qualification.

Upon pre-qualification with the lender, the Lender should submit:

- 1) Accepted property sales contract with proper seller notification;
- 2) Mortgage application with good faith estimates and first mortgage Disclosures;
- 3) Full mortgage credit report and rent verification;
- 4) Current third party income verifications and verifications of assets

Staff will work with only one local lender to ensure that qualified participants receive only the benefit from the City's Program needed to purchase the housing unit and that leveraged funds will be used when possible. For example, in many cases the Primary Lender will not require mortgage insurance with the City's second in place which will save on the homebuyer's monthly payment.

B. Credit Worthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's credit-worthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Program Operator and documentation of such maintained in the loan file. The Program Operator will rely on a current copy obtained by the primary lender.

Credit History Report

To qualify for a loan under this program, an applicant's Credit History report shall have a score of no less than 640. A Credit History Report with a score of less than 640 may be eligible for a loan with:

- 1) Receipt of a written explanation from Borrower with third party documentation as necessary;
- 2) An evaluation of said documentation and written recommendation from City Staff after consultation with private lenders; and
- 3) Housing Advisory Board recommendation.
- 4) The City Manager's written authorization.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary

Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed, the package will be approved and may or may not have conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign both promissory notes, deeds of trust, and statutory lending notices (right of rescission, truth in lending, etcetera); the deeds of trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of notice of default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined only by physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

Refinancing of Senior Liens and Subordinations are addressed in the Loan Servicing Policies and Procedures (Attachment R, Section 6).

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCE

- A. The Program Operator may initiate consideration of an exception and prepare a staff report. This staff report shall contain a narrative, including the recommended course of action and any written or verbal information supplied by the applicant.
- B. The Program Operator shall make a determination of the exception by presenting before the City's Housing Advisory Board and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the City.

- A. **Timing and form of appeal.** An appeal shall be in writing and shall specifically state the pertinent facts and the basis for appeal. A check in the amount of \$100 processing fee for Staff time to process, must accompany any appeal request.

1. An appeal shall be filed with the Program Operator (City) within 10 business days of the actual date of the final decision or complaint being received.
2. An appeal of a decision shall be limited to issues raised during the Housing Advisory Board meeting, or information that was not known at the time of the decision that is being appealed.
3. When an appeal has been filed, the Program Operator shall prepare a report on the appeal, and schedule the appeal with the Housing Advisory Board within 30 working days. The Housing Advisory Board may require the applicant to attend the Appeal. The Appellant is encouraged to present documentation supporting their position.

B. Decision

1. At a Housing Advisory Board Appeal Meeting the Board may consider any issue involving the matter that is the subject of the appeal, in addition to the specific grounds for the appeal.
2. The Housing Advisory Board Appeal may:
 - a. Affirm, affirm in part, or reverse the decision that is the subject of the appeal, based upon findings of fact about the particular case.
 - b. Notification. The Program Operator will provide written notification to the Applicant of approval or denial of the

appeal noting or specifying the reasons for the decision.

- C. Notification. The Program Operator will provide written notification to the Applicant of approval or denial of the appeal with reasons.
- D. Final appeal must be filed in writing with HCD within one year after denial.



**CITY OF EUREKA
CDBG HOMEBUYER PROGRAM**

Do You Want to Own a Home In Eureka? If you are a low-income prospective homebuyer, the City of Eureka may be able to assist YOU!

The City's CDBG Homebuyer Program increases a Borrower's buying power and reduces initial out of pocket expenses and monthly housing costs by providing additional funds with no monthly payment as downpayment assistance!

This program provides financing to help pay the difference between the loan amount you can afford to borrow from a financial institution and the purchase price of a home. You must secure a loan from the Program's contracted financial institution in an amount determined by the City, based upon your monthly income.

The Homebuyer Loan Program requires the following:

- Downpayment: 3% of Purchase Price or \$3,000, (whichever is less)
- Household Income Qualification: Must be at or below 80% of Humboldt County Area Median as Indicated in Chart Below. Applicants must meet the income criteria.
- Housing Unit Must be Located within the City of Eureka City Limits and be Single Family Detached Houses or Condominiums, and Must be Designated for Residential Use Under the Eureka General Plan
- 1.5% Simple Interest (Retroactive to Note Signing after occupancy for four years): 5% up to 1st year anniversary, 4% after 1st year anniversary, 3% after 2nd year anniversary, and 2% after 3rd year, 1.5% after 4th year
- Thirty (30) year loan term. Loan due upon maturity.
- City CDBG Homebuyer Program Loan Maximum \$100,000
- Maximum Purchase Price of Home Under Program is \$227,000
- Must meet Maximum Subsidy Limits as established by Guidelines

Additional requirements apply, as outlined in the City's CDBG Homebuyer Program Guidelines, available at the City's Housing Department and on the web (see below).

2014 Humboldt County Area Median Family Income by Household Size

Household Size	Low-Income Must be Below
1	\$32,200
2	\$36,800
3	\$41,400
4	\$46,000

FOR PROGRAM INFORMATION PLEASE CONTACT US AT 707-441-4214 OR VISIT OUR OFFICE AT:

**EUREKA CITY HALL, HOUSING DIVISION
531 K STREET, 3RD FLOOR, EUREKA, CA 95501
HOURS: 8AM-NOON & 1-5PM WEEKDAYS (Closed for most holidays)
OR VISIT US ON THE WEB AT: www.ci.eureka.ca.gov**





**CITY OF EUREKA CDBG HOMEBUYER PROGRAM
PRE-SCREEN APPLICATION**

Applicant:

Thank you for your interest in the City of Eureka's Community Development Block Grant (CDBG) Homebuyer Program. Please complete the following Pre-Screen application form and return to the City of Eureka at your earliest convenience if you feel that you may be program eligible. All applications will be added to the CDBG Pre-Screen Application Waiting List in the order they are received, so urgency is important. Once the Pre-Screening application form has been reviewed by staff and you are found to be initially program eligible, you will be added to the City's "CDBG Homebuyer Program Pre-Screened Applicant's Waiting List". Once our program has been funded you will be contacted for the second phase of application and the City will meet with you to discuss the program. The program handout has also been attached for your convenience. The City's Homebuyer Program Guidelines can be accessed under the Program Library on the City of Eureka Website, under the Building Department's Housing Division.

Applicant's Name(s): _____

Number in Household & Ages: _____

Applicant's Contact Information:

Mailing Address: _____

Phone Number: (w) _____ (e) _____

Email Address: _____

Income Eligibility: Please estimate your most current gross monthly income and multiply x 12. Your gross annual income cannot exceed the maximum income limits below as determined by the column of your household size. Count *all* those in your household whether related or not.

1. **Current Employer(s):** _____

Current Gross Annual Income = \$ _____

Identify Income if other than Current Employer: Social Security /Child Support/or other _____

2. **Has the Applicant or Co-Applicant owned property designated as a primary residence within the last three years? Yes No**

3. **Will you use the property as a principal residence? Yes No**

4. **Credit History: Bankruptcy Yes No / Foreclosure Yes No**

Judgments/Liens? Describe: _____

5. **Do you have the ability to acquire the Downpayment of 3% of the Purchase Price or \$3,000, or whichever is less at purchase? Yes No**

6. **\$125.00 one time fee will be paid from escrow to the City of Eureka for insurance monitoring.**

**CITY OF EUREKA CDBG HOMEBUYER PROGRAM
PRE-SCREEN APPLICATION**

Loan Terms: No monthly payment (deferred), 30 year loan, with a 1.5% simple interest rate (Retroactive to Note Signing after occupancy for four years): 5% interest if paid by 1st year anniversary of note signing, 4% after 1st year anniversary, 3% after 2nd year anniversary, and 2% after 3rd year, then 1.5% after 4th year and retroactive back to date of signing.

Property Criteria: Properties must be located within the city limits of Eureka. The property cannot be tenant occupied (rented) as this would require Relocation. The properties must be vacant, owner occupied, or must be vacant 3 months (if previously occupied by renters). Tenants purchasing the home they are renting are eligible to purchase without Relocation. Eligible property types for purchase are new or previously owned: single family detached houses, or condominiums. All properties must be designated for residential use under the Eureka General Plan.

Please return this application at your earliest convenience to the City of Eureka's Housing Division on the third floor of City Hall at 531 K Street in Eureka, between the hours of 8:00am-Noon and 1pm to 5:00pm, Monday through Friday. The earlier we receive your completed application, the sooner you will be added to the Waiting List.

FOR INFORMATION PLEASE CONTACT MELINDA PETERSEN AT THE CITY OF EUREKA AT 707-441-4214 or Email: mpetersen@ci.eureka.ca.gov.

2014 Humboldt County Area Median Family Income by Number in Household

<i>Number of Persons in Household*</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$ 32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400	\$57,050	60,750

***Household:** Means one or more persons who will occupy a housing unit.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

Applicant

Date

Applicant

Date

Form Revised: May 1, 2014



CITY OF EUREKA
CDBG HOMEBUYER APPLICATION

(NAME OF STATE RECIPIENT)
APPLICATION FOR HOMEBUYERS



Loan Processors _____ DATE RECEIVED _____ EFFECTIVE DATE _____ File # _____

NOTE PLEASE READ "CERTIFICATION" PAGES 3 AND 4 BEFORE FILLING OUT THIS APPLICATION

NON-ENGLISH SPEAKING HOUSEHOLD? YES _____ NO _____

Applicant's Name _____ Social Security # _____

Co-Applicant's Name _____ Social Security # _____

Street Address _____

City _____ Zip _____

Mailing Address if different _____

County _____

Home phone (____) _____ Applicant work phone: (____) _____

Applicant cell phone: (____) _____ Co-Applicant work phone: (____) _____

Co-Applicant cell phone: (____) _____

For statistical/government monitoring purposes only Enter code from list below (Information is voluntary)

Applicant's race _____ Co-applicant's race _____

Race of Household Code

- 11-White 12-Black/African American 13-Asian 14-American Indian/Alaskan 15-Native Hawaiian/other Pacific Islander 16-American Indian/Alaskan Native & White 17-Asian & White 18-Black/African American & White 19-American Indian/Alaskan Native & Black/African American 20-Other Multi-Racial

Hispanic Origin: Yes _____ No _____

Are any residents of the household employed by the Jurisdiction or its Program Operator? Yes _____ No _____	Has any of the applicants held ownership or interest in a property in the last three years? Yes _____ No _____ If yes, explain: _____
Are any residents of the household a member of the governing body or agency of government who exercises housing policy? Yes _____ No _____ If Yes to either, explain in next box	(explanation) _____ _____ _____

INCOME SUMMARY: Check applicable sources of income currently and during the prior calendar year for any residents:

Wages _____ AFDC (TANF) _____ Interest _____ Other _____

SSA _____ Disability _____ Rentals _____ (explain): _____

SSI _____ Unemployment _____ Pension _____

STAFF USE ONLY BELOW THIS LINE

Total persons who live at address _____	In Target Area? <input type="checkbox"/> No <input type="checkbox"/> Yes
Total seniors in household _____	Conflict of Interest? <input type="checkbox"/> No <input type="checkbox"/> Yes
Annual Family Income _____	Handicapped: <input type="checkbox"/> No <input type="checkbox"/> Yes
Previous _____ Projected _____	FHOH? <input type="checkbox"/> No <input type="checkbox"/> Yes
Year's income _____ income _____	Farm worker? <input type="checkbox"/> No <input type="checkbox"/> Yes
\$ _____ \$ _____	
HCD Definition (Circle) LI VLI XL	

FAMILY AND INCOME DETAILS

Last Name(s) _____ Address _____ File # _____

*LIST ALL PERSONS WHO WILL BE LIVING IN THE PROPERTY BEING PURCHASED INCLUDING APPLICANT AND CO-APPLICANT(S).
NOTE: INCOME MUST BE IDENTIFIED IN TERMS OF "GROSS MONTHLY".*

NAME	RELATIONSHIP	AGE	SEX	GROSS MONTHLY INCOME	OFFICE USE	
					ACTUAL INCOME	LS
	Applicant					

INCOME INFORMATION

PERSON RECEIVING INCOME	SOURCE OF INCOME	GROSS MONTHLY AMOUNT

EXPLANATION OF INCOME SOURCE, PATTERN(S), ANNUAL AMOUNT OR OTHER COMMENTS:

ASSET INFORMATION

CHECKING AND SAVINGS				
Account Holder(s)	Bank or Credit Union	Account No.	Type	Balance
			Ckg ___ Svg ___	
Account Holder(s)	Bank or Credit Union	Account No.	Type	Balance
			Ckg ___ Svg ___	
Account Holder(s)	Bank or Credit Union	Account No.	Type	Balance
			Ckg ___ Svg ___	

LIST OTHER ASSETS

Family Member	Asset Description	Cash Value	Income From Assets

EMPLOYMENT INFORMATION

Name and Address of Employer	Self-Employed	Name and Address of Employer	Self-Employed
Position/Title/Type of Business	Empl. Verif. Phone	Position/Title/Type of Business	Empl. Verif. Phone
Years on Job/Years employed in this line of work		Years on Job/Years employed in this line of work	

OTHER HOUSEHOLD MEMBER INFORMATION

Name	Employer	Self-Employed	Name	Employer	Self-Employed
Position/Title/Type of Business	Empl. Verif. Phone		Position/Title/Type of Business	Empl. Verif. Phone	
Years on Job/Years employed in this line of work			Years on Job/Years employed in this line of work		



Melinda Petersen
Projects Manager
531 K Street
Eureka, CA 95501
Phone: 707-441-4214
FAX: 707-441-4138
e-mail:mpetersen@ci.eureka.ca.gov

_____, 2012

RE: CITY OF EUREKA CDBG HOMEBUYER PROGRAM
PROGRAM ELIGIBILITY LETTER

Dear _____:

Your name has come up to the top of the CDBG Homebuyer Program Waiting List. Your Pre-Screen application preliminarily determined your household to be program eligible at the time you were added to the Waiting List. In order to proceed with the Homebuyer Application process the participant is to meet with City staff to receive and discuss the attached CDBG Homebuyer Program Application packet, instruction for completing the Homebuyer Education Course, and the forms: Instruction to Homebuyer, Seller's Lead Based Paint Disclosure, Lead Based Paint Contract Contingency Language, EPA Booklet "Protect Your Family from Lead in Your Home", and Disclosure to Seller with Voluntary Arm's Length Purchase Offer Declaration.

Once you have received this packet, applicants are encouraged to present this "Program Eligibility Letter" to their Realtor and to the contracted first mortgage lender as evidence of the applicant's preliminary eligibility in the Homebuyer Program. Please note that your income eligibility is not officially determined until the first mortgage lender has provided their copies of the income eligibility information to the City. All participants are on an equal status with all other program participants who have received "Program Eligibility Letters". Only upon completion of the pre-qualification process with the lender, selection of a program eligible property, returned complete Homebuyer Program Application documents will an application package be reviewed by City staff. All completed applications will be reviewed in the order they are received (first-come-first-served). Once the application is reviewed as complete and program eligible, staff will draft a Staff Report to the Housing Advisory Board for review and approval of the application. If approved, a "Letter of Reserved Funds" will be issued to begin the 60 day escrow closing period. The Board may also include conditions to the approval which must be met before close of escrow.

Please don't hesitate to call if you have any questions.

Sincerely,

Melinda Petersen
Projects Manager

cc: Bank



ATTACHMENT E

INSTRUCTIONS TO HOMEBUYER CITY OF EUREKA

- A. Participant contacts the Program Operator (City of Eureka) for a Program Handout and a Pre-Screen application.
- B. Upon return of the complete and signed Pre-Screen Application, it is date and time stamped and the Participant is added to CDBG Homebuyer Program Waiting List in date chronological order.
- C. When Participants name comes to the top of the Waiting List, a Homebuyer Program Application packet is provided to be completed.
- D. Upon submission and staff review and authorization of the completed Application packet, the participant will be invited to a briefing regarding participation in the Program. At the briefing, the Participant is given a "Program Eligibility Letter", instruction on how to acquire the required Certificate of Completion of the Homebuyer Education Course, along with the following forms: Instructions to Homebuyer, Participating Lender Instructions, Sellers Lead-Based Paint Disclosure, Lead Based Paint Contract Contingency Language, EPA Booklet "Protect Your Family from Lead in Your Home", and Notice to Seller.
- E. Applicants are encouraged to present the "Program Eligibility Letter" to their Realtor and Program Operator's contracted first mortgage lender as evidence of the Participant's eligibility in the CDBG Homebuyer Program.
- F. Income qualified applicants who receive the "Program Eligibility Letter" from the Program Operator will be on equal status with each other and the final approval of the selected property, the first mortgage qualification, and Program Operator funding will be on a first come first served basis.
- G. Participants work with real estate agent to select home. Program disclosures are reviewed with agent for presentation to seller. Preference will be given to vacant or owner occupied homes. Tenant occupied homes are not eligible. Homes must be vacant for 3 months prior to Purchase Agreement.
- H. For housing selection: the home must be "modest", so it may not exceed three bedrooms and two bathrooms unless there are documented extenuating circumstances which are authorized by the Housing Advisory Board (such as overcrowding, or reasonable inventory of housing is insufficient in size, etc.).
- I. Participant selects home and enters into a purchase contract (contingent upon receiving Program loan approval). Lender provides the Program Operator with a copy of:
 - real estate sales contract
 - residential loan application

- credit report
- verified income documentation
- disclosure statement
- proof of personal funds for participation in program
- breakdown of closing costs
- structural pest control clearance
- appraisal with photos
- escrow instructions
- preliminary title report

- J. Program Operator reviews paper work to determine program eligibility and financing affordability for participant etc.
- K. Program Operator staff meets with qualified applicant to provide information relative to the program requirements, the lending process, and homeownership responsibilities.
- L. Program Operator has home inspected to meet code compliance. Notice of any deficiencies or needed corrections are given to participant's real estate agent, with recommended course of action.
- M. Program Operator requests loan approval recommendation from the Housing Advisory Board. Following final loan approval from the City Manager or Acting City Manager, the Program Operator prepares Escrow Instructions to the Title Company, Deed of Trust, Promissory Note, Notice of Default, Loan Agreement with Owner Occupant clause with City of Eureka, and requests checks and deposits same into escrow. All immediate health and safety repairs must be completed before occupancy through the negotiations of purchase.
- N. Escrow company furnishes Program Operator with proof of documents to be recorded, and any escrow close out information. After receipt of recorded loan documents, HUD I, Insurance Loss Payee Certification and Final Title Insurance Policy (Program Operator) closes out the loan file.



ATTACHMENT F

SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet Protect your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or;

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**Disclosures to Seller with Voluntary, Arm's Length Purchase Offer
(Page 2)**

Acknowledgement

As the Seller I/we understand that the City of Eureka Housing and Building Department staff will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a Lead-Based Paint Disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Eureka's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

Vacant at least 3 months; Owner-occupied; New; or Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose to withdraw or not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date



ATTACHMENT G

**CDBG Homebuyer Assistance Program
Lead-Based Paint Contract Contingency Language**

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the tenth calendar-day after ratification. This ending date is: _____ [Insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)

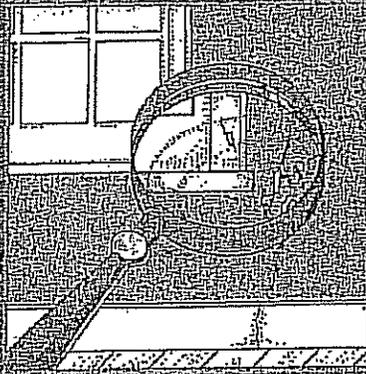
This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report.

The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counteroffer, the Purchaser shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

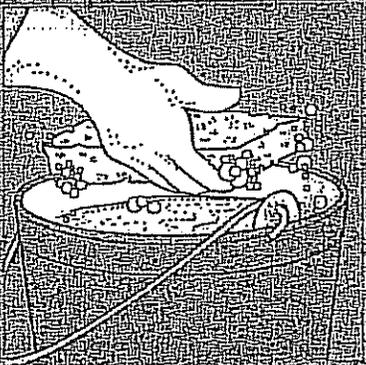
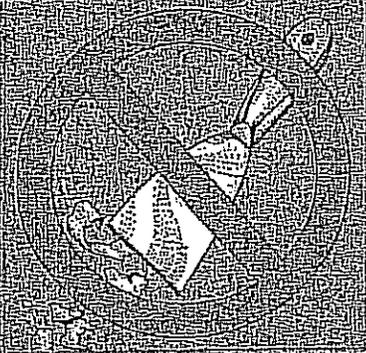
Seller: _____ Date: _____

Purchaser: _____ Date: _____

Property Address: _____



Protect Your Family From Lead In Your Home



EPA United States
Environmental
Protection Agency

United States
Consumer Product
Safety Commission

United States
Department of Housing
and Urban Development

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-81)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(AIRD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003



**Disclosures to Seller with Voluntary, Arm's Length, Purchase Offer
DECLARATION**

This is to inform you that _____, buyers would like to purchase the property, located at _____, Eureka, California, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, we are required to disclose to you the following information:

- 1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, the City of Eureka will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the City of Eureka will not use the power of eminent domain to acquire the property.
- 2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at: City of Eureka, 531 K Street, Eureka, California, 95501. If you have any questions about this matter, please contact Melinda Petersen at (707) 441-4214.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

**Disclosures to Seller with Voluntary, Arm's Length Purchase Offer
(Page 2)**

Acknowledgement

As the Seller I/we understand that the City of Eureka Housing and Building Department staff will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a Lead-Based Paint Disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City of Eureka's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

Vacant at least 3 months; Owner-occupied; New; or Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose to withdraw or not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date





Melinda Petersen
Housing Projects Manager
531 "K" Street
Eureka, CA 95501
Phone: 707-441-4214
FAX: 707-441-4202
E-MAIL: mpeterson@ci.eureka.ca.gov

ATTACHMENT J

_____, 2012

Subject: **LETTER OF RESERVED FUNDS**
City of Eureka's CDBG Homebuyer Program Loan # _____
Borrower:
Property Address:

Dear _____:

The City of Eureka's Community Development Block Grant Homebuyer Program staff has received notice of your loan pre-qualification from _____ for a first mortgage loan in the amount of \$ _____. After reviewing _____ (Lender's) pre-qualification packet, the City requested and received authorization from the Housing Advisory Board on _____, 2012, to approve your City of Eureka CDBG Homebuyer Program "gap financing" loan (in a second lien position on title) in an amount not to exceed \$ _____,00. This will allow you to pursue the purchase of the property identified as _____, in Eureka at the purchase price of \$ _____. These funds can only be reserved for you for a 60 day escrow and it will be necessary to request an extension should you exceed this term. Funds are not guaranteed beyond the 60 days as availability is on a first-come-first-served basis.

We anticipate closing escrow by _____, 2012. Please feel free to contact me at 441-4214 if you have any questions or need additional information regarding our program.

Sincerely,

Melinda Petersen
Projects Manager

cc: Director
Bank
Finance
Buyer's Realtor
Seller's Realtor

State CDBG Table of Income Limits
(See Attached)

**2014 Humboldt County Area Median Family Income
by Number of Persons in Household**

	<i>Number of Persons in Household</i>							
	1	2	3	4	5	6	7	8
80% of AMI	\$32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400	\$57,050	\$60,750

The Program Operator will insert the limits for the County in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is:
http://www.hcd.ca.gov/hpd/hrc/rep/state/cdbg_home07.pdf

Household: Means one or more persons who will occupy a housing unit.
Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

Effective: May 1, 2014

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal regulations.

General Category	Statement from 24 CFR 5.609 paragraph (b) (April 1, 2004)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts from the delayed start of a periodic amount (except as provided in number 14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in number 3 of Income Exclusions).
6. Welfare Assistance	Welfare Assistance: Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income. <ul style="list-style-type: none"> 1. Qualify as assistance under the TANF program definition at 45 CFR 250.51, and 2. Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual costs of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: <ul style="list-style-type: none"> 1. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; <i>plus</i> 2. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

General Category	Statement from 24 CFR 5.609 paragraph (c) (April 1, 2004)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-In Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts.

15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> † The value of the allotment made under the Food Stamp Act of 1977; † Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); † Payments received under the Alaskan Native Claims Settlement Act; † Income derived from the disposition of funds to the Grand River Band of Ottawa Indians; † Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; † Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; † Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721); † The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands; † Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs; † Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older-American Community Service Employment Program); † Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.); † Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments; † The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; † Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps); † Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation; † Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990; † Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran; † Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and † Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

ATTACHMENT M

24 CFR Part 5 ASSETS INCLUSIONS AND EXCLUSIONS

This presents the Part 5 asset inclusions and exclusions as stated in the Code of Federal Regulations.

Statements from 24 CFR Part 5 - April 1, 1998

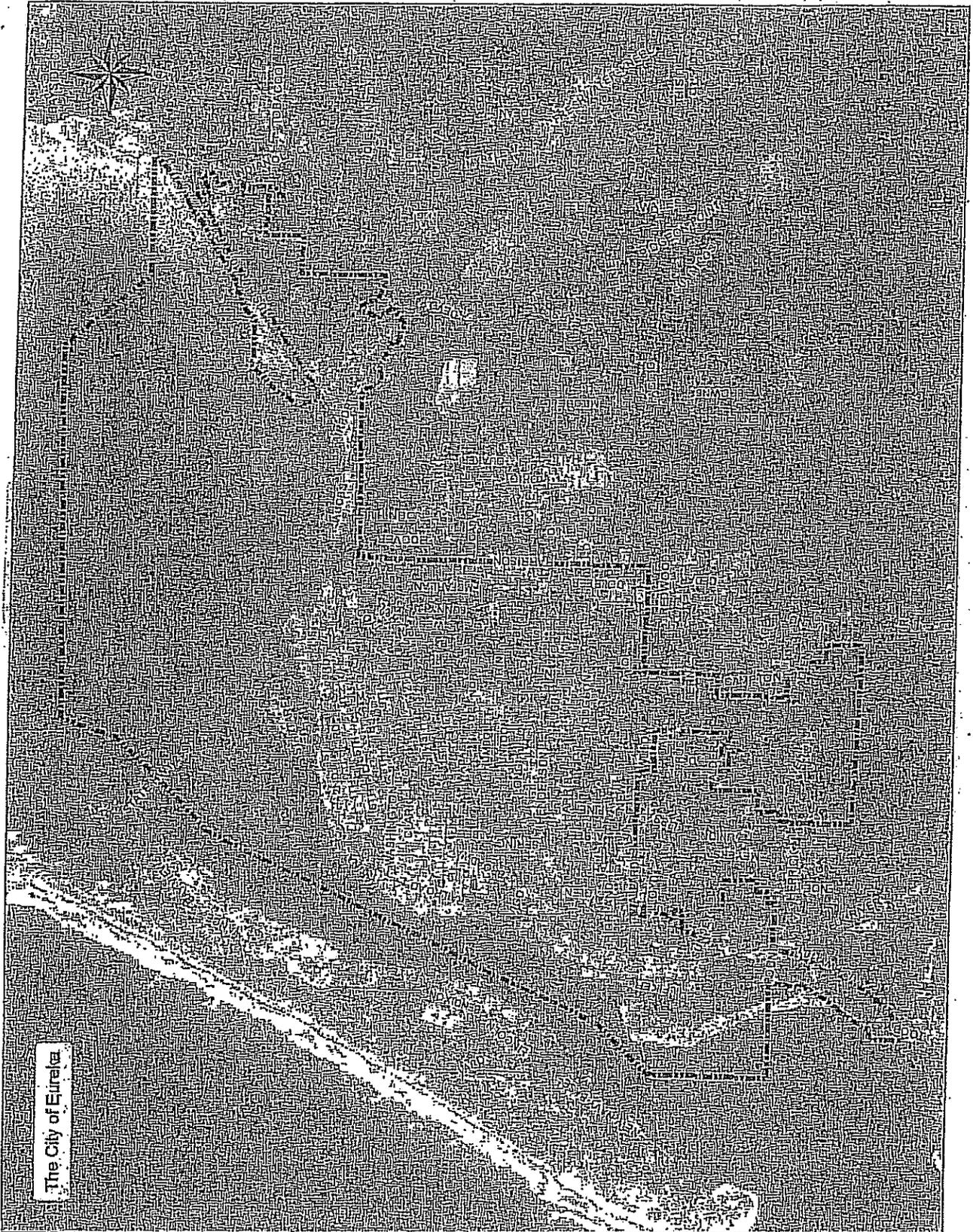
Inclusions

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.
2. Cash value of revocable trusts available to the applicant.
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.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
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).
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.

Exclusions

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. Interest in Indian trust lands.
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 they 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. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
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.

ATTACHMENT N: CITY OF EUREKA MAP



The City of Eureka

LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.	
Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.	
Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.	
Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity		
Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:
Contact Name:		Contact Signature:
Date:	Address:	Phone:

ATTACHMENT P

HOMEBUYER PROGRAM LEAD COMPLIANCE DOCUMENT CHECKLIST

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents Exemptions	
Physical inspection form (HQS or Equivalent)	Documents Visual Assessment Results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passes clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/leadsafe/usefulforms

CDBG Homebuyer Program

ATTACHMENT Q

**State of California HOME Program
Single-Family Maximum Purchase Price/After Rehabilitation Value
Limits**

- 1) For Acquisition and/or Rehabilitation of Existing Housing**
- And**
- 2) For Development or Acquisition of Newly Constructed Housing**

Q-1

State of California HOME Program
Single-Family Maximum Purchase Price/After-Rehabilitation Value Limits
FOR ACQUISITION AND/OR REHABILITATION OF EXISTING HOUSING

Effective January 1, 2014

County	One-Unit 95% Median Limit
Alpine County	335,000
Amador County	200,000
Butte County	180,000
Calaveras County	209,000
Colusa County	171,000
Del Norte County	225,000
El Dorado County	257,000
Fresno County	157,000
Glenn County	179,000
Humboldt County	227,000
Imperial County	138,000
Inyo County	292,000
Kern County	147,000
Kings County	141,000
Lake County	154,000
Lassen County	170,000
Los Angeles County	293,000
Madera County	142,000
Mariposa County	237,000
Mendocino County	250,000
Merced County	138,000
Modoc County	138,000
Mono County	384,000
Monterey County	257,000
Napa County	314,000
Nevada County	246,000
Orange County	390,000
Placer County	258,000
Plumas County	205,000
Riverside County	190,000
Sacramento County	199,000
San Benito County	262,000
San Bernardino County	185,000

State of California HOME Program
Single-Family Maximum Purchase Price Limits

Q-2

Effective January 1, 2014

FOR DEVELOPMENT OR ACQUISITION OF
NEWLY CONSTRUCTED HOUSING

County	One-Unit 95% Median Purchase Price Limit
Alpine County	335,000
Amador County	219,000
Butte County	248,000
Calaveras County	209,000
Colusa County	195,000
Del Norte County	225,000
El Dorado County	417,000
Fresno County	214,000
Glenn County	195,000
Humboldt County	261,000
Imperial County	208,000
Inyo County	292,000
Kern County	207,000
Kings County	219,000
Lake County	213,000
Lassen County	195,000
Los Angeles County	344,000
Madera County	195,000
Mariposa County	237,000
Mendocino County	250,000
Merced County	223,000
Modoc County	195,000
Mono County	384,000
Monterey County	323,000
Napa County	483,000
Nevada County	246,000
Orange County	443,000
Placer County	302,000
Plumas County	205,000
Riverside County	278,000
Sacramento County	271,000

ATTACHMENT R

CITY OF EUREKA CDBG HOMEBUYER PROGRAM GUIDELINES LOAN SERVICING POLICIES AND PROCEDURES

The City of Eureka, hereafter called "Lender" has adopted these policies and procedures in order to preserve its financial interest in properties, who's "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes, which are amortized promissory notes, (or Lender may use AmeriNational Community Services loan collection Company to collect payments). Late fees will be charged for payments received after the assigned monthly date.

For Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a junior lien. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

Properties located within a 100 year flood plain are not program eligible.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. The City of Eureka requires that the Borrower have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

The Borrower is required to submit annually in January, a utility bill (PGE) or other documentation to prove occupancy during the term of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan

repayment obligations of the original owner-occupant, subject to the approval of the Housing Advisory Board.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is in the eligible income category and has clear title to the property. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Housing Advisory Board.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental without City authorization and rent limitation agreement, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request from the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value as provided by a licensed appraiser.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the City Manager for review and approval if the request is compliant with conditions above, or may be considered by the Lender's Loan Committee if there are exceptions. Upon approval, the escrow company will provide the proper subordination document for execution and recordation.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non payment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) non-occupancy; 6) or default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender, or it's designated service provider, may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

8. Lender as Senior Lien holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments

have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT S

HOME PROGRAM
SUBSIDY LIMITS PER UNIT – SECTION 221(d) (3)
 (All limits are effective 4/15/09 except those highlighted, which are effective 1/1/09)

COUNTY NAME	O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
Alameda	\$137,969	\$158,158	\$192,320	\$248,798	\$273,105
Alpine	\$133,212	\$152,704	\$185,688	\$240,219	\$263,687
Amador	\$133,212	\$152,704	\$185,688	\$240,219	\$263,687
Butte	\$128,454	\$147,250	\$179,056	\$231,639	\$254,270
Calaveras	\$126,340	\$144,826	\$176,109	\$227,826	\$250,084
Colusa	\$129,511	\$148,462	\$180,530	\$233,546	\$256,363
Contra Costa	\$136,912	\$156,946	\$190,846	\$246,891	\$271,012
Del Norte	\$128,454	\$147,250	\$179,056	\$231,639	\$254,270
El Dorado	\$142,727	\$163,611	\$198,952	\$257,377	\$282,522
Fresno	\$122,111	\$139,979	\$170,214	\$220,200	\$241,713
Glenn	\$129,511	\$148,462	\$180,530	\$233,546	\$256,363
Humboldt	\$128,454	\$147,250	\$179,056	\$231,639	\$254,270
Imperial	\$126,869	\$145,433	\$176,846	\$228,780	\$251,131
Inyo	\$126,869	\$145,433	\$176,846	\$228,780	\$251,131
Kern	\$126,869	\$145,433	\$176,846	\$228,780	\$251,131
Kings	\$115,767	\$132,707	\$161,372	\$208,761	\$229,157
Lake	\$121,053	\$138,767	\$168,740	\$218,294	\$239,621
Lassen	\$130,569	\$149,674	\$182,004	\$235,452	\$258,455
Los Angeles	\$126,869	\$145,433	\$176,846	\$228,780	\$251,131
Madera	\$114,710	\$131,495	\$159,898	\$206,855	\$227,064
Marin	\$134,798	\$154,522	\$187,899	\$243,078	\$266,826
Mariposa	\$116,825	\$133,919	\$162,846	\$210,668	\$231,249
Mendocino	\$115,767	\$132,707	\$161,372	\$208,761	\$229,157
Merced	\$114,710	\$131,495	\$159,898	\$206,855	\$227,064
Modoc	\$130,569	\$149,674	\$182,004	\$235,452	\$258,455
Mono	\$126,869	\$145,433	\$176,846	\$228,780	\$251,131
Monterey	\$128,454	\$147,250	\$179,056	\$231,639	\$254,270
Napa	\$128,454	\$147,250	\$179,056	\$231,639	\$254,270
Nevada	\$132,155	\$151,492	\$184,215	\$238,312	\$261,595
Orange	\$126,869	\$145,433	\$176,846	\$228,780	\$251,131
Placer	\$134,269	\$153,916	\$187,162	\$242,125	\$265,780
Plumas	\$130,569	\$149,674	\$182,004	\$235,452	\$258,455