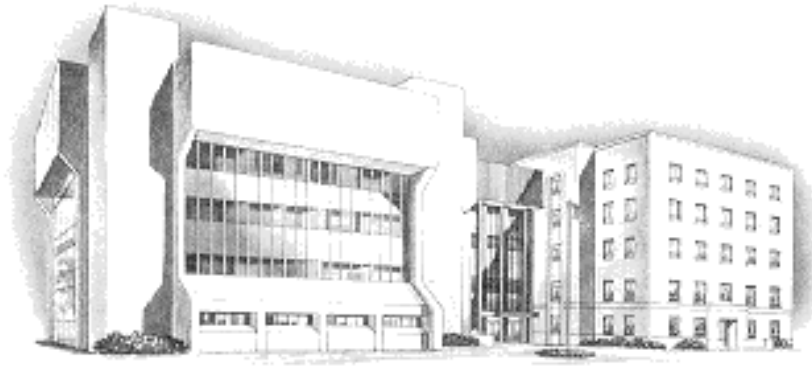


**NANCY FRIUDENBERG**  
PROGRAM ADMINISTRATOR



**JENNIFER CRAINER**  
ASSISTANT DIRECTOR

## Brazoria County

January 21, 2020

Dear Applicant:

Enclosed please find an application for the First Time Homebuyer Program. Please read through the application requirements and process. **Please remember**, you are requesting assistance from our program. You are responsible to inform your Realtor and Mortgage Company that you are using this program and forward the appropriate forms to them.

**Before returning the application and certification forms for processing**, you will need to obtain preliminary approval from a mortgage lender and enter into a purchase agreement (Earnest Money Contract) for the purchase of a home. No Sub-prime lending or Adjustable Rate Mortgages (ARM's) will be accepted. The original application and certification forms need to be returned to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515.

Please read the processing requirements that begin on page 9. Pay close attention to the Home Inspection section with regards to the inspections required. The original following forms must be completed and returned to the Community Development Department:

1. Homebuyer Assistance Application
2. Authority to Release Information
3. First Time Homebuyer Certification
4. Certification of Citizenship and copy of Social Security card for all members
5. Fair Housing & Equal Opportunity Data Sheet
6. Notice to Real Property Owner/Seller
7. Homebuyer Loan Agreement
8. Copies of required documents income and asset verification items listed on page 9, item #4.
9. Earnest Money Contract (See note below)
10. Approval letter from your mortgage company
11. Credit Report – complete copy for both applicants, if applicable

**Please Note:** to protect yourself, be sure to include in all purchase contracts that the purchase is contingent upon receiving homebuyer assistance under the Brazoria County Homebuyer Program and that the home must meet the County's minimum housing quality standards.



BRAZORIA COUNTY COMMUNITY DEVELOPMENT • 1524 E. MULBERRY, SUITE 162 • ANGLETON, TEXAS 77515

(979) 864-1964 or (979) 388-1964 or (281) 756-1964 • Fax (979) 864-1089



**BRAZORIA COUNTY, TEXAS  
FIRST TIME HOMEBUYER PROGRAM**

**FACT SHEET**

- Purpose of Program:** The purpose of this program is to provide low and moderate income residents of Brazoria County with financial assistance in the form of down payment and closing cost assistance for the purchase of a decent, safe, and sanitary home.
- Applicant Eligibility:** Eligibility is based on total household; this includes all persons who will be living in the home (head of house, spouse, child, etc). Failure to report complete and accurate information is fraud and may result in fines and imprisonment in addition to loss of assistance. Eligible applicants are First-time homebuyers who are U. S. citizens **and** current or prospective residents of Brazoria County. Applicants must not have owned a home during the past three years, except for displaced homemakers and single parents. Past owners of mobile homes and manufactured homes are also eligible for assistance provided they acquire a conventional style single family dwelling. Applicants must have family income of less than 80% of area median income. Applicants will be assisted on a first come-first served basis. Credit scores for head of household and spouse/partner and income verifications will be obtained. No Sub-prime lending or Adjustable Rate Mortgages (ARM's) will be accepted.
- Loan Amount and Terms:** **The maximum down payment and closing cost assistance is \$5,000 and the minimum is \$1,000.** The loan shall be a deferred payment loan which is forgiven after five years. Applicants will be required to secure their own permanent mortgage financing. The loan will be secured against the property as a second lien.
- Property Requirements:** The home must be a single family dwelling located in eligible locations in Brazoria County. **No** condominiums, mobile homes or HUD-code manufactured homes are eligible. The dwelling must also be in compliance with the County's Minimum Housing Quality Standards and local building codes and ordinances. **To determine compliance, an inspection of the dwelling will be done by a County approved HUD inspector.** A list of inspectors can be found on the next page. No home can have the open presence of lead based paint.
- Purchase Price Restrictions:** The purchase price cannot exceed 95 percent of the area median purchase price limits as determined by HUD. Existing dwelling max is \$204,000.00 and new construction max is \$236,000.00.

**Insurance Requirements:** Homeowner's and windstorm insurance will be required during the term of the loan. If the property is located in a flood hazard area, flood insurance will also be required. All insurance policies must provide Brazoria County with at least 30 days notice of cancellation for any reason.

**Source of Funding:** These funds are being provided under the HOME Investment Partnership Program funded by the U. S. Department of Housing and Urban Development and administered by Brazoria County's Community Development Department.

**Application Location:** Applications are available at the Brazoria County Community Development office which is located at 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 or online at [www.brazoria-county.com](http://www.brazoria-county.com).

**Other Information:** If a spouse or significant other is going to be living in the home, their information, income and signature must be included, regardless if included on loan. Any one over the age of 18 must include any income they may have. Failure to report complete and accurate information is fraud and may result in fines and imprisonment in addition to loss of assistance.

**Program Contact:** Jennifer Crainer at (979) 864-1220 or Mari Reyes at (979) 864-1710.

**Approved Inspectors:**  
Eddie Rape (979) 848-7885  
Travis Johnson (979) 417-1562  
Chris Jorsch (832) 331-6999  
Brad Summers (210) 243-5632

## BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM

### APPLICANT REQUIREMENTS

#### A. Applicant Eligibility

1. **If a spouse or significant other is going to be living in the home, their information, income, signatures, and credit report must be included, and are to be considered an applicant.**
2. To qualify for homebuyer assistance, the applicant must be an individual or family who resides or intends to reside in Brazoria County and **must** use the home as his or her principal residence for five years from date of closing. You can refinance the home within the five year time period without penalty if you are refinancing to lower interest. If you sell or want to get equity out of the home prior to the five year time limit, you will be required to pay back the full amount of the loan to Brazoria County.
3. The applicant(s) must be a U. S. citizen.
4. The applicant must be a first-time homebuyer as defined by HUD. A first-time homebuyer is 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 HOME assistance, except that:
  - (a) Any individual who is a displaced homemaker may not be excluded from consideration as a first-time homebuyer on the basis that the individual, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse; or
  - (b) Any individual who is a single parent may not be excluded from consideration as a first-time homebuyer on the basis that the individual, while married, owned a home with his or her spouse or resided in a home owned by the spouse.
  - (c) Any individual may not be excluded from consideration as an eligible applicant on the basis because he or she owned a mobile or manufactured home as his or her principal residence during the three-year period before the purchase of a home with HOME assistance provided the applicant purchases a conventional style single family home.
5. The applicant must not owe any outstanding taxes or debts to Brazoria County.
6. The applicant(s) must have Credit scores of 600 or greater.

#### B. Income Eligibility

1. In determining income eligibility of the applicant, HUD's Section 8 definition of "annual (gross) income" will be used. In order to be eligible to receive assistance, the combined income of

the applicant and all other persons in the household over the age of 18 cannot exceed 80% of the area's median income which is as follows:

Family Size	Maximum Income Limits*
1	\$52,750
2	\$60,300
3	\$67,850
4	\$76,350
5	\$81,400
6	\$87,450
7	\$93,450
8+	\$99,500

*\*Maximum Income Limits Effective June 28, 2019*

\*\*Please note: All income is included. This includes Wages, Child Support, SSI, etc.

2. Since HOME Program funds are intended to serve low-income residents who have limited financial means to purchase a home, such funds shall not be made available to any applicants who have substantial financial resources available. The Brazoria County HOME Financial Coordinator will be responsible for determining whether applicants have substantial financial resources.
3. Brazoria County is an equal housing opportunity lender. Eligibility will not be based on ethnicity, familial status, race, religion, sex, or disability status.



**C. Homebuyer Workshop Required**

The applicant is required to complete an approved homebuyer workshop or seminar. Some classes are free, and some will charge a fee. Please verify this information prior to attending the class. A list of workshops or seminars includes:

- Texas Department of Housing and Community Affairs  
<https://education.myfirsttexashome.com/>
- Online Homebuyer Education Certification Course.

The homebuyer can also attend other homebuyer workshops provided the workshop issues a certificate at completion.

**After completing the homebuyer course, a copy of the completed certificate must be forwarded to the Brazoria County Community Development Department before closing.**

## BRAZORIA COUNTY HOMEBUYER PROGRAM

### PROPERTY REQUIREMENTS

#### A. General Requirements

1. **Property Location Restrictions** - Homebuyer assistance shall only be used for the purchase of a home located in an unincorporated area of Brazoria County *or* within one of the following participating cities:

Alvin  
Angleton  
Bailey's Prairie Village  
Bonney  
Brazoria  
Brookside Village  
Clute  
Danbury  
Freeport  
Holiday Lakes  
Iowa Colony  
Jones Creek Village  
Lake Jackson  
Manvel  
Oyster Creek Village  
Richwood  
Sandy Point  
Surfside Beach Village  
Sweeny  
West Columbia

2. **Eligible Types of Dwellings** - The dwelling to be purchased must be a single-family dwelling (one unit). For these purposes, no condominium unit, mobile home or HUD Code manufactured homes will be considered as an eligible housing unit. The dwelling may be an existing dwelling or newly constructed.
3. **Housing Quality Standards** - At a minimum, the property must meet the County's housing standards and applicable local housing standards or codes. (See *Brazoria County's First Time Homebuyer Program Minimum Property Standards*). A County approved inspector will inspect the home prior closing in order to determine if the home meets the Program's standards. This inspection is not intended to replace any home inspection required by the lender or stipulated in the purchase contract between the seller and buyer. The buyer is encouraged to have the home inspected by a licensed home inspector. **Brazoria County will not be held liable for any deficiency not found in or noted as a result of its inspection of the property.**

4. **Type of Ownership Permitted** - The type of ownership that is acceptable is the fee simple title. No contract for deeds will be allowed.
5. **Maximum Purchase Price** - The purchase price cannot exceed 95% of the median sales price limits for the area as determined by HUD. This amount changes yearly. Inquire with Brazoria County for such limits.
6. **Lead Based Paint Hazards** - All units built before 1978 will be inspected for the presence of defective or deteriorated painted surfaces. **Where defective painted surfaces are detected**, the home will not qualify for the program.
7. **Homeowner's Insurance and Windstorm Requirements** - Prior to closing, the applicant must furnish evidence that the property is insured with homeowner's and windstorm insurance in an amount sufficient to cover the fair market value of the dwelling or the lien value of the home. Insurance is required during the entire loan period (5 years) and must be effective from the date homebuyer assistance is provided to the applicant. **The policy must list Brazoria County as a Second lien holder and provide the County with at least 30 days notice of cancellation for any reason.**
8. **Flood Insurance Requirements** - If the property is located in a flood hazard area, flood insurance in an amount sufficient to cover the fair market value of the dwelling or the lien value of the home will be required. Flood insurance coverage is required for the entire loan period (5 years) and must be effective from the date homebuyer assistance is provided to the applicant. **The policy must list Brazoria County as a Second lien holder and provide the County with at least 30 days notice of cancellation for any reason.**
9. **Airport Clearance Zone Restriction** - The property cannot be located in an airport clearance zone.
10. **Coastal Barrier Restriction** - The property cannot be located in an area that is protected by the Coastal Barriers Resource Act.
11. **Homeowner Warranty** - A one (1) year home warranty will be required on any **new** home purchased where HOME Program funds are used. The warranty shall be provided by the builder/seller. Home warranties are recommended on a pre-owned home.

## **B. Property Inspections and Appraisals**

1. **Home Inspections** - After a purchase offer has been accepted for the purchase of a home and prior to the closing, a County HQS inspection of the dwelling must be done by one of the County's HOME Program inspectors listed on Page 3. The purpose of this inspection is to determine if the home meets the County's Minimum Property Standards. **This inspection is not intended to replace any home inspection required by the lender** or as stipulated in the purchase contract between the seller and buyer. The buyer is encouraged to have the home inspected by a licensed home inspector. Brazoria County will not be held liable for any deficiency not found in or noted as a result of its inspection of the property.

When the inspection has been completed, the inspector shall provide a written report of the defects to the applicant and Brazoria County. If the home fails to meet the County's Minimum Property Standards, then the seller (or buyer at his or her option) must make

such repairs. Failure of seller (or buyer) to make these repairs prior to closing will result in the disqualification of the home. Brazoria County must receive notification from the inspector stating that the home has met all MPS standards.

2. **Appraisal Required** - Typically, an appraisal will be required by the lending agency. A copy of this appraisal report must be furnished to Brazoria County. This appraisal report must also include a determination if the property is located within a 100-year Flood Hazard Zone.
3. **Property Survey Required** - Typically a property survey will be required by the lending agency. A copy of this property survey must be furnished to Brazoria County.
4. **Termite Inspection Required** – a termite inspection of the home must be performed by a licensed pest control inspector and a termite report must be furnished to Brazoria County. Previous and/or live infestations must be noted on the report with the locations of such observance; as well as treatments for such infestation. Any active termites must be treated prior to closing and a report furnished to Brazoria County.



## BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM

### PROCESSING PROCEDURES

1. Applicant pre-qualifies with lender.
2. Applicant locates home and has seller execute the Notice to Seller form.
3. Applicant submits purchase offer contingent upon receiving first time homebuyer funds from the County.
4. **Applicant returns the following documents to County** to initiate commitment process. **All members over the age of 18 must sign these forms also:**
  - completed and signed *First Time Homebuyer Assistance Application*
  - signed *Authority to Release Information* form
  - signed *First Time Homebuyer Certification* form
  - signed *Certification of Citizenship* form and attachment
  - completed *Fair Housing & Equal Opportunity Data Sheet*
  - completed and signed *Notice to Real Property Owner/Seller* form
  - signed *Homebuyer Loan Agreement*
  - copy of *purchase (earnest money) contract* on home. Recommend that contract be written contingent of buyer receiving homebuyer assistance from Brazoria County.
  - copy of *loan application (Fannie Mae Loan Application Form 1003)*
  - copies of *last year's 1040 tax return, and W-2's,*
  - copies of *current income and asset verification documents* (pay check stubs for last 30 days, social security benefit letter, child support and copies of complete bank statements for 2 months for all banking and savings account, etc.) **This includes spouse/boyfriend/girlfriend income and information.**
  - complete copy of credit report for both applicant and spouse/boyfriend/girlfriend – regardless if they are on the mortgage loan or not. Credit Scores from all 3 agencies must be listed.

These documents shall be returned to:

Brazoria County Community Development  
1524 E Mulberry, Suite 162  
Angleton, Texas 77515

5. County reviews eligibility of applicant(s) for the following:
  - income and assets
  - outstanding debts and taxes with County
  - citizenship status
  - debt to income ratio
  - credit score rating

6. Applicant(s) takes homebuyer workshop.
7. County staff will submit request for conditional approval to Brazoria County Commissioners' Court for loan approval. Approval is good for sixty (60) days. An extension may be requested for extenuating circumstances if needed. **Please Note:** If you decide to buy another house than the one that was taken to Commissioner's Court, you must take the new address to Court again.
8. Lender orders an appraisal and property survey and furnishes County a copy of these when completed. The appraisal shall include a review for environmental concerns. The *Environment Review Checklist* form which must be completed by the appraiser as part of appraisal.
9. County staff reviews appraisal for amount of property value and any environmental concerns. If problems are found, County will notify applicant and lender. Please notify the County if any phone numbers or information changes during the application process.
10. **HUD Inspection** – Applicant arranges for a property inspection with one of the County's approved inspectors. Inspector provides written report of defects, if any, to the applicant. This inspection will not replace any other inspections. The County's inspection is used only to determine if the home meets the County's Minimum Property Standards. The County encourages the buyer to have a licensed housing inspector to inspect the home and shall not hold the County responsible for any items found or missed as part of the County's inspection. All repairs must be completed prior to closing by either the seller or the buyer. Applicant negotiates the repairs subject to the provisions of Purchase Offer.
11. Lender schedules closing with Title Company. Lender notifies Community Development Department when closing is scheduled. A minimum of five working days' notice is required. Please contact:  
  
Mari Reyes  
Community Development Department  
(979) 864-1710
12. Title Company furnishes a copy of HUD Final Settlement Statement in order to determine closing cost and amount of down payment. Community Development Department notifies the County Auditor of approved amounts.
13. County Treasurer's Office arranges to have funds placed in escrow with the Title Company during closing.
14. Closing takes place. Title Company furnishes Community Development a copy of the following:
  - copy of first lien documents
  - copy of Subordinate Deed of Trust
  - original Promissory Note
  - copy of title insurance policy
  - copy of homeowner's insurance policy or binder
  - copy of flood insurance policy or binder if home is in a flood hazard area

## “MINIMUM PROPERTY STANDARDS”

- (1) MAINTENANCE AND SANITATION OF PREMISES - All areas and all parts of the premises upon which any dwelling or dwelling units are located, and all areas adjacent thereto and a part of the premises, shall be maintained and kept in a clean and sanitary condition. This shall include, but not be limited to, the cutting of grass/weeds; removal of dead trees and brush; removal of abandoned and junked automobiles; automobile bodies, chassis and parts, trailers; removal of inoperable machines and appliances; lumber piles and building materials not being used in actual construction; tin cans; broken glass; broken furniture, boxes, crates and other debris; rubbish, junk, and garbage.
- (2) RETAINING WALLS, SIDEWALKS, DRIVEWAYS & PATIOS - All retaining walls shall be kept in a state of good maintenance and repair. All sidewalks, service walks, driveways and patios shall be kept in a state of good maintenance and repair, free from obstructions, defects, and uneven joints which could cause tripping hazards.
- (3) GRADING AND DRAINAGE OF PREMISES - Every premises shall be graded and maintained so no stagnant water will accumulate or stand on the premises, or within or around any building or structure located on the premises. Ground areas around buildings shall be sloped away from walls to eliminate low areas where standing water may collect.
- (4) FENCES - Every fence shall be kept in a state of good maintenance and repair. Decayed and/rotted wood materials shall be replaced. Existing fences may also be replaced.
- (5) ABANDONED WELLS AND CISTERNS - No open and abandoned well or cistern shall be present on the property. All open wells and cisterns shall be properly filled in.
- (6) EXITS - Every exit from every dwelling shall comply with the following requirements:

  - (a) Every dwelling unit shall have two independent means of egress in case of fire.
  - (b) All exit ways shall be unobstructed.
- (7) STAIRWAYS AND PORCHES

  - (a) Every interior and exterior stairway, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and, shall be kept in sound condition and in a state of good maintenance and repair.
  - (b) All stairways and steps of two or more risers shall have at least one handrail, and all stairways and steps which are 5' or more in width, or, which are open on both sides, shall have a handrail on each side.
  - (c) All handrails shall be not less than 30" vertically above the nose of the stair treads and not less than 36" above the stairway platform.
  - (d) All balconies and platforms which are 30" or more above grade shall have a protective railing not less than 36" in height above the balcony or platform level.

- (e) All stairs and steps shall have a riser height of not more than 8" and a tread width of not less than 9". This requirement may be waived, in writing, by the local building inspection department if in an existing structure it would be impossible or cost prohibitive to meet this requirement.
- (8) ROOF DRAINAGE AND INTEGRITY - All rainwater shall be so drained and conveyed from every roof so as not to cause damage to walls, ceilings, or floors of any habitable room or any other type of room therein. All rainwater drainage devices, such as gutters and downspouts, shall be kept in a state of good maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect. When gutters and downspouts are used, splash blocks shall be installed or repaired to divert water away from foundations.
- (9) CHIMNEYS AND SMOKESTACKS - Every chimney and every supplied smoke pipe shall be adequately supported, clean and kept in a state of good maintenance and repair.
- (10) FOUNDATIONS, EXTERIOR WALLS, FLOORS, ROOFS, SOFFITS AND FASCIA - Every foundation, exterior wall, roof, soffit, fascia, and all component parts shall be weathertight, watertight, rodent proof, and insect proof, and shall be kept in a state of good maintenance and repair. No rotted and damaged wood shall be present.
- All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coating, i.e., stain. The exception to painting shall be all types of exterior materials acceptable to weathering without deterioration, i.e., siding. All siding material shall be kept in a state of good maintenance and repair. All decayed or rotted wood shall be replaced.
- All structural members shall not have any serious leaning, bulging, sagging, or other damaged sections which could negatively affect the integrity of the roof. If the roof shingles appears to be well worn or have 10 years or less expected life remaining, they shall be replaced. No new roof can be installed over more than one layer.
- (11) INTERIOR WALLS AND CEILINGS - Every interior partition, wall, and ceiling shall be in a good state of good maintenance and repair, and shall be void of any major cracks, large holes, and loose surface materials including defective painted surfaces and surfaces with no protective covering. Severe bulging or leaning in walls and ceilings shall not be present.
- (12) MINIMUM CEILING HEIGHT REQUIREMENTS - No habitable room in a dwelling shall have a ceiling height of less than 7'6". Where the ceiling height of a habitable room is less than 7'6", and it would be cost-prohibitive to raise said ceiling, the requirement may be waived by the housing inspector.
- (13) NUMBER OF SLEEPING ROOMS REQUIRED - The dwelling shall contain at least one sleeping room for each two persons.
- (14) MINIMUM STORAGE AND CLOSET AREAS - At least one clothes closet for each sleeping room shall be required. Preferably, such closets should be located in the sleeping room it serves but it is not required to be in it. Each bedroom closet shall have a minimum of 6 square feet of floor area and a minimum height of 6'.

In addition to the clothes closet, all dwellings with two or more bedrooms shall have a general storage area (for linens, towels, etc.) of at least 6 square feet of floor area and a minimum height of 6'.

**(15) DOORS**

- (a) Every passage door shall be not less than 2'6" in width and not less than 6'6" in height, except where larger doors and doorways are required to accommodate handicapped access then the minimum width shall be 2'8". In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirements may be waived by the HOME inspector.
- (b) Every exterior door shall be weathertight and rodent-proof, and be kept in a state of good maintenance and repair. Exterior doors shall be not less than 2'8" in width and 6'6" in height, except where larger doors and doorways are required to accommodate handicapped access then the minimum width shall be 36".
- (c) All exterior doors to the outside or to a common public hall shall be solid core and be equipped with exterior type lockset. No double-keyed deadbolts shall be allowed. Replace with single thumb-turn knob type deadbolts. All exterior doors must have weather-stripping.
- (d) Every exterior and interior door, when closed, shall fit well within its frame and be reasonably plumb with the wall.
- (e) Every exterior and interior door hinge and door latch and/or lock shall be in good working condition.
- (f) All doors shall have either a wall or hinge type door stop.

**(16) WINDOWS**

- (a) Every habitable room, except for the kitchen and bathroom, shall have at least one window. A kitchen and bathroom may pass without a window area, provided, there is a mechanical means of ventilation which is maintained in working order.
- (b) Every window shall be substantially weathertight and rodent-proof, and be kept in a state of good maintenance and repair.
- (c) Every window with glass window panes shall not have any cracked or broken glass, and all panes shall be secured with an adequate amount of putty. All cracked, broken or missing putty shall be removed and the panes shall be reglazed.
- (d) Every window sash shall be in good condition and shall fit tightly within its frame.
- (e) Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks, or other such items.
- (f) Every window accessible from the ground level shall be lockable.

**(17)** DOOR AND WINDOW SCREENS REQUIRED

- (a) For the protection against mosquitoes and other insects, every exterior door opening from a dwelling unit, shall be supplied with either a screen or storm door, and said door shall be equipped with a self-closing device
- (b) Every window which is used or intended to be used for ventilation shall likewise be supplied with screens covering all of the window areas. Half screens on windows may be allowed, provided, they are properly installed and are bug and insect tight. Windows with window type air conditioning units are not required to have window screens.
- (c) The material used for all such screens shall be not less than 16 mesh per inch and shall be properly installed, maintained and free from tears, holes, etc.

**(18)** FLOORS AND FLOOR COVERINGS

- (a) Every bathroom, kitchen and utility room floor surface shall be constructed and maintained so as to be impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- (b) Indoor-outdoor type carpeting, when properly installed, may be allowed in bathrooms, kitchens and utility rooms.
- (c) All carpet, vinyl flooring, or tile shall be free of tripping hazards.
- (d) All floors shall not have any serious defects such as buckling, heaving, sagging, cracks, holes or other serious damage.

**(19)** KITCHENS - Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:

- (a) Kitchen sink - It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order. Plumbing to sink must include a "P" trap and water supply cut-off valves.
- (b) Range/Stove - It shall contain a range or stove (gas or electric), properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended. A gas shut-off valve shall be required on all gas stoves. If the stove is not provided by owner/seller, then the purchaser or tenant must supply a stove.
- (c) Refrigerator - It shall contain a refrigerator, properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended. If the refrigerator is not provided by owner/seller, then the purchaser or tenant must supply a refrigerator.
- (d) Food Storage and Preparation Area - All kitchens shall have a minimum enclosed storage area of 8 square feet in the form of cabinets and/or pantry type storage. Each kitchen shall have a minimum of 4 square feet of counter area.

(e) Ranges and refrigerators may be replaced if in the opinion of the HOME inspector, the existing appliances constitute an incipient violation.

**(20)** BATHROOMS - Every dwelling unit shall contain a room which is equipped with a commode, bathtub and a lavatory. Said bathtub and lavatory shall be properly connected to both hot and cold running water and a sewer disposal system (including "P" trap). The commode shall be properly connected to the water supply and sewer disposal system. All plumbing facilities shall be installed in accordance with local plumbing codes and maintained in working order.

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

Every commode and every bathtub/shower shall be contained in a room or within separate rooms which affords privacy to a person within said room or rooms. Commodes and bathrooms shall have doors with a privacy type lock and such doors, lock and hardware shall be operable and maintained in working order.

**(21)** PLUMBING GENERALLY - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with an approved plumbing code or any City codes and ordinances and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.

**(22)** CONNECTION OF SANITARY FACILITIES TO WATER AND SEWER/SEPTIC SYSTEM - Every kitchen sink, commode, lavatory basin and bathtub/shower shall be properly connected to an approved water and sewer or septic system and maintained in working condition.

**(23)** WATER HEATER - Every dwelling shall have water-heating facilities which are properly installed, maintained in working condition and free of leaks, properly connected to any required hot water lines, and is capable of heating water to be drawn for every bath, laundry room, and kitchen area. Hot water storage associated with water heating facilities shall be not less than thirty (30) gallons in capacity. No gas or butane hot water heaters shall be allowed in bathrooms, sleeping rooms or closets in sleeping areas. All water heaters shall be properly vented and sealed and shall be equipped with a temperature/pressure relief valve and drip leg. A gas shut-off valve is required for all gas and butane water heaters. A larger unit may be installed based on the needs of each applicant and as determined by the housing inspector. Each such instance will be reviewed on case-by-case basis.

**(24)** ELECTRICAL SERVICE AND WIRING

(a) The minimum electrical service for a dwelling shall be 150 amps with a sufficient number of circuits to properly serve the existing appliances. Separate circuits are required for any air conditioners, furnaces, freezers, electric washers and dryers, electric stoves, microwaves, etc.

(b) Knob and tube wiring shall not be used.

(c) No hazardous wiring or fixtures shall be present.

- (d) If central air conditioning is not present, the living room, and each bedroom, shall be equipped with an outlet on a separate circuit to accommodate a window air conditioning unit.

**(25) ELECTRIC OUTLETS**

- (a) Every habitable room shall contain at least two separate wall outlets. Habitable rooms over 120 square feet, shall contain at a minimum three separate wall outlets. Any new outlets required to be installed shall be properly grounded.
- (b) Temporary wiring and extension or zip cords shall not be used as permanent wiring.
- (c) Every bathroom shall contain at least one wall type grounded electric outlet which shall be GFCI type.
- (d) Electric outlets within six feet of the Kitchen sink, or water supply, shall be the GFCI type.
- (e) Electric outlets installed in garages, or on the exterior of the house, shall be GFCI type. Also, any electric outlets located on outside of house shall have a weather protected cover box.
- (f) All broken and/or missing receptacle plates shall be replaced. Also, no broken or cracked electrical receptacles shall be present.

**(26) LIGHTING**

- (a) Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch.
- (b) Laundry rooms shall contain at least one ceiling or wall type light fixture, controlled by a wall switch or any easy and accessible pull chain.
- (c) Pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.
- (d) Porcelain type fixtures with pull chains are allowed in closets and laundry and utility rooms.
- (e) All exterior entrances shall have an exterior light controlled by a wall switch. All electric lighting fixtures installed on the exterior shall be of the type approved for exteriors.
- (f) No broken and/or missing switch plates shall be present.

- (27) SMOKE DETECTORS** - All residential structures shall have U.L. approved smoke detectors properly installed and located adjacent to the kitchen and in all bedrooms. All smoke detectors must be in working condition and installed in accordance with the manufacturer's recommendations.

**(28) HEATING**

- (a) All heating facilities shall be properly installed, be maintained in working condition and be capable of adequately heating all habitable rooms to a temperature of at least 70



degrees Fahrenheit (21 degrees Celsius) at a distance 3 feet above the floor when the outside temperature is at or below a minimum 10 degrees Fahrenheit. Every supplied central heating system shall comply with all of the following requirements:

- (1) The heating unit shall be safe and in good working condition.
- (2) Every heat duct, steam pipe, and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
- (3) Every seal between any of the sections of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts.
- (4) If there is no existing flue liner, a double-walled metal liner shall be installed. The liner shall meet or exceed the requirements of the local building/heating code.

(b) Space Heaters - Every space heater shall comply with all of the following requirements:

- (1) No portable space heater burning solid, liquid, or gaseous fuels shall be used.
- (2) Every space heater burning solid, liquid, or gaseous fuels shall be properly vented to a chimney or duct leading to outdoor space and shall be so installed as to provide proper draft. No unvented room heaters which burn gas, oil or kerosene shall be allowed.
- (3) Every fuel burning space heater shall have a fire-resistant panel between it and the floor or floor covering.
- (4) Whenever a space heater is located within two feet of a wall, said wall shall be protected with insulation sufficient to prevent overheating of the wall.
- (5) Every space heater smoke pipe shall be equipped with approved type thimbles or guards, properly constructed of non-flammable material, at the point where the pipe goes through any wall, ceiling, or partition.
- (6) No space heater shall be located and installed in such a manner so as to inhibit against egress facilities or egress routes in the event of a fire in the structure.
- (7) No space heater shall be located in any sleeping room or bathroom unless provided with adequate ducting for combustion air supply from the exterior, and, the combustion chamber for such heating unit shall be sealed from the room in an airtight manner.

**(29)** INFESTATION OF VERMIN, RODENTS, AND TERMITES - The dwelling shall be free from infestations of roaches, rodents, termites and vermin. If such infestations are present, treatment by a licensed pest control firm shall be required.

## BRAZORIA COUNTY FIRST TIME HOMEBUYER ASSISTANCE APPLICATION

Name \_\_\_\_\_

Current Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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

Email address \_\_\_\_\_

Who will be residing in the home, including yourself (this includes spouse, girlfriend/boyfriend, significant others, parents, children, etc.):

Name	Relationship	Age	Sex	Social Security No.

**SPECIFY INCOME FOR EVERYONE RESIDING IN HOUSEHOLD (INCLUDING CHILDREN):**

List below all money earned or received by anyone living in your household. This includes money from ***alimony, baby-sitting, cash benefits, child support, pension, rental income, retirement, self-employment, Social Security, SSI, unemployment, Veterans benefits, wages, or worker's compensation.*** Please give the person's name who receives the income. If one family member has more than 1 (one) income, please use 2 lines. If you have a bank account, please supply bank's name and address.

Name	Source of Income (Wages, Child Support, Social Security, VA Benefits, Other Income, etc.)	Gross Income (Specify annually, monthly, weekly, hourly)	Is the income direct deposited?

Does **any** family member have any of the items on the list below (this includes children)? Please mark all assets that your family has and list the value. If you do not have any of the items, please write the word **N/A** on the line.

**ASSETS:**

- |  |          |  |          |
|--|----------|--|----------|
| <input type="checkbox"/> Bank Accounts   | \$ _____ | <input type="checkbox"/> Insurance Settlement    | \$ _____ |
| <input type="checkbox"/> Stocks or Bonds | \$ _____ | <input type="checkbox"/> Certificates of Deposit | \$ _____ |
| <input type="checkbox"/> Trust           | \$ _____ | <input type="checkbox"/> Retirement/Pension Fund | \$ _____ |

**EXPENSES** (check all that apply):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Rent          | <input type="checkbox"/> Vehicle Payments | <input type="checkbox"/> Insurance on Vehicle |
| <input type="checkbox"/> Credit Cards  | <input type="checkbox"/> Student Loans    |   |
| <input type="checkbox"/> Medical Bills | <input type="checkbox"/> Child Support    |   |

Marital status of applicant: \_\_\_ Married \_\_\_ Separated \_\_\_ Unmarried (single, divorced, or widowed)

Are you a citizen or permanent resident of the United States? \_\_\_ Yes \_\_\_ No

Are you a resident of Brazoria County? \_\_\_ Yes \_\_\_ No

Do you have outstanding judgments or property taxes or assessments? \_\_\_ Yes \_\_\_ No

If "Yes": Amount? \_\_\_\_\_ Explain: \_\_\_\_\_

I hereby certify that the information and statements made on this application and all information furnished in support of this application are true and correct to the best of my belief and knowledge. I also understand that the Brazoria County and/or their representatives or agents will obtain the necessary verifications and documentation required to consider this application and will duly give my authorization for such verifications. I agree that the property purchase under this program will be used as my principal residence, and that temporary subleases will not be allowed. I also agree that I will not hold any member of the governing body or any representative, official, or employee of the Brazoria County, U. S. Department of Housing and Urban Development, or their agents liable for any acts, other than illegal acts, in connection with the administration and implementation of the this HOME Program.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-applicant's Signature

\_\_\_\_\_  
Date

**Penalty for False or Fraudulent Statement:** U.S.C., Title 18, 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false writing or document knowing the same to contain any false, fictitious statement or entry shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both."

**BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM  
AUTHORITY TO RELEASE INFORMATION**

-----  
**Privacy Act Notice:** This information is to be used by the agency collecting it or its assignees in determining whether the applicant qualifies under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not the applicant's approval may be delayed or rejected.  
-----

I hereby authorize you to release my loan application, income verifications, credit report, and any other supporting documentation to Brazoria County as they may request in order for them to determine my qualification for first time homebuyer assistance. All members 18 and older must sign this document. Use multiple pages, if necessary.

**X** \_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Signature of other adult (if applicable)

\_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Signature of other adult (if applicable)

\_\_\_\_\_  
Date

-----  
Sworn to and subscribed before me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

My commission expires: \_\_\_\_\_

**BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM**

**FIRST TIME HOMEBUYER CERTIFICATION**

I hereby certify that I am (we are) a qualified first time homebuyer under the HOME Program guidelines as follows (Please check one):

- Neither myself or my spouse (if married), have owned a home during the past three (3) years.
- I have owned a home during the past three years but I am a displaced homemaker and my former spouse now owns the home. (A homemaker is any person who did not have an outside income source and relied upon the spouse's income and now the former spouse now owns the home or the home was sold in the divorce settlement.)
- I have owned a home during the past three years but I am now a single parent. (A single parent is any person who has legal custody of one or more children and the person's former spouse now owns the home or the home was sold in the divorce settlement.)
- I have owned a mobile home or HUD-code manufactured home during the past three years as my principal place of residence. However, I do not currently own the mobile home or HUD-code manufactured home but now wish to purchase a convention style single family dwelling.

Furthermore, I (we) understand that the homebuyer assistance is limited to current residents of Brazoria County or persons who intend to reside in Brazoria County and who will purchase a single family dwelling in one of the approved participating cities or in an unincorporated area of Brazoria County.

**X** \_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Signature of Co-Applicant (if applicable)

\_\_\_\_\_  
Date

Sworn to and subscribed before me on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

My commission expires: \_\_\_\_\_

**BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM**

**CERTIFICATION OF CITIZENSHIP**

I hereby certify that I am a citizen of the United States. I further certify that the below referenced and hereto attached documentation is valid proof of my citizenship. (Please check one)

\_\_\_\_\_ Voter Registration

\_\_\_\_\_ U. S. Passport

\_\_\_\_\_ U. S. Military Card

\_\_\_\_\_ Social Security Card

\_\_\_\_\_ Certificate of U.S. Citizenship

\_\_\_\_\_ Certificate of Naturalization

I understand that any discrepancies found later may be grounds for disqualification.

**X** \_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Signature of Other adult (if applicable)

\_\_\_\_\_  
Date

(NOTE: Attach a copy of at least one of the above listed documents for each household member.)

**BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM**

**FAIR HOUSING AND EQUAL OPPORTUNITY DATA SHEET**

To enable Brazoria County to meet federal reporting regulations, applicants are requested to complete this data sheet on behalf of the members of their household. This information will be used solely for reporting purposes. It will not be used in any manner for screening or selection of applicants. This information will be kept strictly confidential. Your cooperation in providing this information will be greatly appreciated.

**(1) List all family members who will be residing at the new home including yourself and your spouse, if married:**

Name	Sex (Male or Female)	Age	Race/Ethnicity*	Specify if person is physically or mentally handicapped/disabled (Yes or No)

*\*Use the following codes for identifying your race or ethnicity:*

**White (W)** (not of Hispanic origin) - All persons having origins in any of the peoples of Europe and the Middle East.

**Black (B)** (not of Hispanic origin) - All persons having origins in any of the Black racial groups.

**Hispanic (H)** - All persons of Mexican, Puerto Rican, Cuban, Central of South American or other Spanish culture, regardless of race.

**American Indian or Alaskan Native (AI)** - All persons having origin in any of the original peoples of North America.

**Asian or Pacific Islander (AP)** - All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa. Also persons from the Indian subcontinent, including peoples with national origins from Bangladesh, Bhutan, India, Nepal, Pakistan, Sukkim and Sri Lanka.

**Other (O)** - All persons of origins not identified above.

**(2) What is your family status:**  
(please check one)

- Single (includes unmarried, divorced, and widowed)
- Single with children
- Married
- Married with children
- Separated
- Separated with children

**(3) Is the head of the household:**  
(please check one)

- Non-Elderly Head of Household
- Elderly Head of Household (60 years of age or older)
- Female Head of Household

**BRAZORIA COUNTY FIRST TIME HOMEBUYER PROGRAM**

**HOMEBUYER LOAN AGREEMENT**

**STATE OF TEXAS                    §**

**BRAZORIA COUNTY   §**

**THIS AGREEMENT** is by and between Brazoria County, hereinafter referred to as "Grantor" and \_\_\_\_\_, hereinafter referred to as the "Homebuyer". The address of the home I/we are purchasing is located at \_\_\_\_\_, \_\_\_\_\_, Brazoria County, Texas, 77\_\_\_\_.

**WHEREAS**, the Grantor has received a grant under the HOME Program from the U. S. Department of Housing and Urban Development to provide financial assistance to first time homebuyers; and

**WHEREAS**, the Homebuyer has requested such assistance from the Grantor, and has met the eligibility requirements set forth in the operating guidelines of the HOME Program adopted by the Grantor.

**NOW THEREFORE THE GRANTOR AND THE HOMEBUYER DO HEREBY AGREE AS FOLLOWS:**

**ARTICLE I. APPROVAL OF ASSISTANCE**

The Grantor hereby approves the Homebuyer's application for HOME program assistance and will provide HOME Program funds to the Homebuyer for down payment and closing costs associated with the purchase of the home subject to the various provisions, terms and conditions as hereinafter set forth in this Agreement and the Grantor's homebuyer program guidelines.

The loan evidenced by this Agreement is being made pursuant to the Home Investment Partnership Program and the regulations issued under Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 C. F. R. Part 92 (HOME Investment Partnerships Program Final Rule) as amended by the Housing and Community Development Act of 1992, Public Law 102-550, and the HOME Investment Partnership Agreement for Disaster Areas, pursuant to the Dire Emergency Supplemental Appropriations Act, 1992 (Public Law 102-3065).



## **ARTICLE II. DOLLAR AMOUNT OF ASSISTANCE APPROVED**

The dollar amount of assistance to be provided by the Grantor to the Homebuyer shall be up to but shall not exceed \$5,000 for down payment and closing cost assistance, and no less than \$1,000 will be approved. Homebuyer cannot receive funds back at closing.

## **ARTICLE III. TYPE OF ASSISTANCE**

The type of assistance the Grantor is providing to the Homebuyer is a five (5) year deferred payment loan which is forgiven after five (5) years. This deferred loan is not prorated over the 5 year period of affordability. Therefore, if all or part of the Homebuyer's property or any interest in it is sold or transferred, including the leasing or renting of the Homebuyer's property or if the Homebuyer ceases to occupy the property as his/her/their principal place of residence, within a period of five (5) years from the date of closing, the Homebuyer will have violated the terms of this Agreement. In such event, the Grantor will have the right of requiring the immediate payment of the full amount loaned to the Homebuyer.

HOME funds will be used to purchase a single family dwelling located in a participating jurisdiction or unincorporated area of Brazoria County. The purchase price of the home cannot exceed 95% of current median sales price limits for Brazoria County.

## **ARTICLE IV. HOMEBUYER TO EXECUTE PROMISSORY NOTE**

In return for the loan, the Homebuyer promises to repay the Grantor the dollar amount of assistance provided hereunder, including the Grantor's reasonable attorney's fees arising from any enforcement efforts and to execute a Promissory Note secured with a Deed of Trust for the same. The loan shall be without interest, and repayment shall be governed by the deferral provisions set forth in this Agreement.

## **ARTICLE V. RECAPTURE PROVISIONS**

For the term of this agreement, if the homebuyer fails to maintain the property as his/her/their principal place of residence, Grantor will enforce recapture provisions as outlined in 24 CFR 92.254(a)(5)(ii)(A)(1). If net proceeds are not sufficient to recapture the full amount, then the difference between the full amount due and the net proceeds will be recaptured.

## **ARTICLE VI. TERMS AND CONDITIONS**

- A. As part of the consideration for providing the funds for the purchase of the property as described herein, the Homebuyer agrees to maintain and keep the property as his/her/their principal place of residence for the five year affordability period. Homebuyer also agrees to maintain and keep the property in a state of good repair and condition. Homebuyer understands that failure to keep said premises in a state of good repair and condition, or fails to maintain the premises as his/her/their principal place of residence shall constitute a default of this Agreement and trigger repayment of the deferred loan.
- B. Homebuyer also agrees to complete an approved homebuyer workshop or seminar and to provide documentation to the Grantor showing that this requirement has been met. This workshop or seminar must be completed prior to closing, unless alternate arrangements are approved by the Community Development Department.

- C. If the Homebuyer is required to make any property repairs or to supply any appliances to comply with the County's Minimum Property Standards as a condition of purchasing any home, then such repairs must be completed prior to closing. In the event Seller refuses to make the repairs, the Homebuyer may make the repairs. Homebuyer understands that failure to complete such work will make the property ineligible. Grantor will not approve HOME funds for completion of such repairs. Homebuyer understands that the County's inspection of the property is not intended to replace any home inspection required by the lender or desired by the Homebuyer or as stipulated in the purchase contract between Seller and Homebuyer. The County will not be held liable for any deficiency not found in or noted as a result of its inspection of the property.
- D. Commissioner's Court approval shall be valid for a period of sixty (60) days, unless otherwise extended by approval of the Commissioner's Court. If homebuyer fails to close within a 6-month timeframe, the homebuyer must re-submit documentation to determine eligibility.
- E. If during the term of the period of affordability the homebuyer wishes to re-finance the first lien, Brazoria County must grant approval. Approval may be granted if the re-finance is to lower interest rate or payment terms. Brazoria County will subordinate to the first lienholder upon receipt and approval of the closing statement. If the homebuyer sells or wants equity out of the home prior to the five year time limit, homebuyer will be required to pay back the full amount of the loan to Brazoria County.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY:

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Homebuyer



Approved on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Brazoria County Commissioner's Court.

BY:

\_\_\_\_\_  
County Judge, Brazoria County

THIS FORM MUST BE GIVEN TO AND COMPLETED BY THE HQS INSPECTOR.

**BRAZORIA COUNTY HOMEBUYER PROGRAM  
LEAD-SAFE HOUSING APPLICABILITY FORM**

Proposed Homeowner Name: \_\_\_\_\_

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

\_\_\_\_\_

Source: Appraisal District

Year Home Built: \_\_\_\_\_ If prior to 1978, continue with the eligibility statement below.  
Otherwise, sign and date the form.

A visual inspection was performed, and found the property

\_\_\_\_\_ **DID** contain visible lead-based paint according to HUD maximum standards, which will disqualify the above property.

\_\_\_\_\_ **DID NOT** contain visible lead-based paint according to HUD maximum standards.

I, \_\_\_\_\_, certify that the information listed above is true  
(Inspector printed name)  
and accurate to the best of my knowledge.

Prepared By: \_\_\_\_\_

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

THIS FORM MUST BE GIVEN TO AND COMPLETED BY THE HQS INSPECTOR.

**BRAZORIA COUNTY HOMEBUYER PROGRAM**  
**ROOF LIFE EXPECTANCY**

HOMEBUYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

It is my understanding that for this property to be eligible for the Brazoria County First Time Homebuyer Program, the roof must have a life expectancy of at least five (5) years. Furthermore, the Owner is aware that if the roof does not have a life expectancy of at least five (5) years, a new roof is required or the property is not an eligible property under the Brazoria County First Time Homebuyer Program.

In my professional opinion, the roof has a life expectancy of 5 years.

\_\_\_\_\_  
Signature of Inspector

\_\_\_\_\_  
Date

Penalty for False or Fraudulent Statement: U.S.C., Title 18, 1001, provides: "Whoever, in any matter within the jurisdiction of any department of agency of the United States knowingly and willfully falsifies or makes any false writing or documents knowing the same to contain any false, fictitious statement or entry shall be not more than \$10,000 or imprisoned not more than 5 years or both."

**NOTICE TO REAL PROPERTY OWNER/SELLER  
(With Right to Withdraw)**

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

Owner(s)/Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Address of Property in Sales Agreement: \_\_\_\_\_

Dear Owner(s)/Seller(s):

Property owned by you has been contracted for purchase as referenced above. Because Federal funds may be used in the purchase of your property, we are required to disclose the following information by the U. S. Department of Housing and Urban Development (HUD) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act as amended (URA):

1. The proposed sale is voluntary. In the event negotiations fail to result in an agreement, the property will not be acquired by either voluntary purchase or eminent domain.
2. The fair market value of the property is estimated to be \$\_\_\_\_\_. However, since this transaction is voluntary, current or future negotiations may result in a different price that may be the same, higher or lower than this amount.

An owner-occupant who sells his or her property under these terms does not qualify as a displaced person for relocation payments. Additionally, any person who occupies the property for the purpose of obtaining assistance under the URA does not qualify as a displaced person. However, tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be informed in writing as soon as feasible.

Any title deficiencies, liens, or encumbrances on the property must be cleared prior to any closing. Generally, this is a cost that is borne by the Seller(s) of the property; however, payment of these costs may be negotiated between the Buyer(s) and Seller(s). **No federal funds can be used to pay these costs.**

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

Should you have any questions, please feel free to contact Jennifer Crainer, with Brazoria County Community Development at (979) 864-1220.

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Receipt acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

- Seller(s) elect to affirm the original agreement.
- Seller(s) elect to void the original agreement and renegotiate its terms.

\_\_\_\_\_  
Seller(s)

\_\_\_\_\_  
Seller(s)