

ADAMS COUNTY HOUSING AUTHORITY

**NEIGHBORHOOD STABILIZATION PLAN AFFORDABILITY ADDENDUM –
AFFORDABILITY ELIGIBILITY TERMS & CONDITIONS**

I, _____, fully understand that by acquiring the home located at _____ in _____, CO _____ (zip code) that has been rehabilitated by Adams County Housing Authority (ACHA). I agree to abide by the following terms and conditions. I further understand that failure to abide by these terms & conditions will result in the cancellation of the Sales Contract and forfeiture of any earnest monies.

1 A) NSPa

I understand that this home is available only to income-eligible households; further I stipulate that my household income is below 120% Area Median Income as defined by the US Department of Housing & Urban Development for the year 2010. (Please see below for actual figures)

<u>Household Size</u>	<u>Maximum Annual Income</u>
1	\$61,440
2	\$70,200
3	\$78,960
4	\$87,720
5	\$94,680
6	\$101,760

B) For use with homes purchased through the HUD Homes Program

I understand that this home may be set-aside for households earning no more than 115% AMI as defined by HUD. (Please see below for actual figures)

<u>Household Size</u>	<u>Maximum Annual Income</u>
1	\$58,880
2	\$67,275
3	\$75,670
4	\$84,065
5	\$90,735
6	\$97,520

C) NSPb

I understand that this home may be set-aside for households earning no more than 50% AMI as defined by HUD. (Please see below for actual figures)

<u>Household Size</u>	<u>Maximum Annual Income</u>
1	\$25,600
2	\$29,250
3	\$32,900
4	\$36,550
5	\$39,450
6	\$42,400

2 The Seller, at their sole and absolute discretion, will certify that my household income complies with current eligibility criteria. I further agree to directly provide the Seller with copies of the following documents within ten (10) days of the execution of this Sales Contract

- a) Copy of previous two years filed Federal Income Tax Return
- b) Past two months' checking, savings and retirement fund statements

- c) Three most recent consecutive pay stubs for all working members of the household
- d) Copy of current government identification (driver's license, passport, etc)
- e) Copy of Social Security card for all adults
- f) Legal Residency Affidavit (LRA) for all adults
- g) Lender's Approval Letter
- h) Signed Loan Application (Form 1003)

Additional information may be required to accurately estimate current income. If requested by Seller, I agree to provide an employer affidavit stating current income or other documentation as requested by Seller. Any misrepresentation by the Buyer made to the Adams County Housing Authority which affects the Buyer's eligibility to purchase the property and receive the Affordability assistance will result in default.

- 3 I intend to use the property listed above as my primary residence and have truthfully disclosed my ownership interests in any other real estate as well as all sources of income.
- 4 I will secure a fixed-rate mortgage with reasonable lender fees as defined by Seller and provide a minimum of \$1,000.00 of my own funds towards the purchase of this property. FHA requirements may require a larger Buyer contribution; ACHA cannot provide funds for down payment assistance on an FHA Mortgage although our Affordability Assistance may be used for principal reduction, closing costs, and interest rate buy-downs.
- 5 I agree to provide Seller with a copy of the property appraisal and Good Faith Estimate (GFE) no less than five (5) days prior to closing.
- 6 I agree to provide evidence of insurance naming Adams County Housing Authority as an additional insured interest.
- 7 I understand that receiving eight (8) hours of homebuyer education from a HUD-certified counseling agency prior to closing is a requirement for purchase. I agree to provide a Homebuyer Education Certificate to ACHA no less than ten (10) days prior to closing.
- 8 I understand that per the Neighborhood Stabilization Program (NSP) regulations as contained within the American Recovery & Reinvestment Act of 2009 (ARRA), the sales price shall not exceed the appraised value or the Total Development Cost (TDC). ACHA, as Seller, may provide funding from NSP funds at closing for negotiated reasonable closing costs and other Buyer expenses. These NSP funds will be secured by a zero percent (0%) Promissory Note and Deed of Trust for a term not to exceed ten (10) years if the total amount of the NSP Note shall be less than \$40,000.00. The Note principal shall be forgiven on a pro-rata basis for every calendar year the Buyer shall remain in the home as their principal residence. All funds provided as subsidy must be encumbered by the Note.

Borrower

Date

Co-Borrower (if applicable)

Date