



**TARRANT COUNTY HOMEBUYER ASSISTANCE
PROGRAM
ADMINISTERED BY HOUSING CHANNEL
GUIDELINES 2025-2026**

PROGRAM OUTLINE

The program objective is to provide **affordable homeownership opportunities** for low to moderate income families in Tarrant County.

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

Dependent upon availability, **up to \$50,000 in financial assistance** is available for down payment, closing costs and principal reduction for income-qualified homebuyers to purchase homes within Tarrant County but outside Fort Worth, Arlington, and Grand Prairie.

The assistance will be provided in the form of a zero percent interest, deferred, forgivable loan. The homebuyer must occupy the home as their primary residence during the affordability period of up to **twenty (20) years** depending on the amount provided.

The home must pass a **Minimum Acceptable Standards** Inspection and environmental review with Tarrant County.

Applicants must complete Housing Channel's **HUD certified Homebuyer Education Course**.

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

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

Housing Channel
851 Grainger Street, Fort Worth, Texas, 76104
817.924.5091 office • 817.924.7619 fax
www.housingchannel.org



BORROWER QUALIFICATIONS

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

All household income sources will be used in the calculation by examining source documents and third party verifications. These include, but are not limited to: wages, SSI, SSDI, interest earned on assets, unemployment benefits, and child support. Anticipated gross annual household income will be calculated, at the time of application, for the upcoming 12 months. Household income for all family members aged 18 and older who will reside in the new property will be used in the income certification, subject to regulatory exclusions.

The HUD income limits in effect as of June 2025 (updated annually) are as follows:

	80% of Area
Family Size	Median Income
1	59,750
2	68,300
3	76,850
4	85,350
5	92,200
6	99,050
7	105,850
8	112,700

Borrower (s) must not have owned a home in the previous three years or be from a federally declared disaster area.

Borrower's liquid assets may not exceed \$25,000 at time of application. Part 5 Annual Income Net Family Asset Inclusions and Exclusions list is provided on Exhibit 16.

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

Borrower(s) must be able to demonstrate a responsible attitude toward credit. Borrower must be credit approved by a participating mortgage lender.

Borrower(s) must have continuous employment history for the past six months with verifiable employment for a minimum of one (1) year.

Borrower(s) must successfully complete the HUD-approved Homebuyer Education Course conducted by Housing Channel or other HUD-approved housing counseling agency. Education Certification is acceptable for 1 year from the date of issued.

Borrower(s) must invest a minimum of \$1,000 as evidenced on the loan estimate and final closing disclosure (CD). This cannot be paid from Tarrant County funds. This can include any earnest money deposit paid by the homebuyer and any other cost paid by the homebuyer at or before closing. No more than 50% of this investment requirement may come from gifts of cash.

A borrower's home mortgage debt service ratio (front end ratio) may not exceed 35% nor be less than 10%. A borrower's total debt to income ratio (back-end ratio) may not exceed 45%. Only items considered as "FHA Allowable Debt" will be included in the debt ratio calculation under the Tarrant County guidelines.

PROGRAM TERMS

Borrower(s) must occupy the purchased property during the entire affordability period (up to 20 years). At no time can the property be leased or rented or used as a business. Any violation of this regulation will result in the acceleration of the note with the balance payable immediately and may cause other sanctions to be taken against the borrower(s).

The assistance loan is a no-interest, deferred note forgivable throughout the affordability period. At the end of the affordability period, the lien is released by Housing Channel upon the buyers' request.

- A loan in the amount of up to \$14,999 requires a five (5) year lien period.
- A loan in the amount of \$15,000 - \$25,000 requires a ten (10) year lien period.
- A loan in the amount of \$25,001 - \$40,000 requires a fifteen (15) year lien period.
- A loan in the amount of \$40,001 - \$50,000 requires a twenty (20) year lien period.

The assistance lien can be in 2nd or 3rd position to accommodate the TDHCA and TSAHC mortgage programs.

The loan will be forgiven based on the amount of assistance provided during the affordability period (5-20 year term). THIS IS A NON-ASSUMABLE LOAN.

The lien on the deferred note may be subordinated upon request of borrower to Housing Channel. Requests will only be granted to provide for a refinance for the borrower with more favorable terms than the original first lien note. The borrower may not receive any cash at closing during the refinance. Housing Channel may, at their sole discretion, allow for cash out to the borrower in extreme circumstances, for example, paying for extraordinary medical costs. In the event of a refinance, the new loan is subject to the same responsible lending criteria as the original to include loan type, term, reasonable closing costs, escrows for taxes and insurance, and limitation on fees. The borrower does not need to be income eligible at the time of refinance. The affordability period shall continue without interruption.

During the applicable affordability period, Housing Channel will verify that the homeowner still resides in the property. If this affordability provision is not met, Housing Channel will refer the issue for legal review. This process will be continued during the affordability period as required by the HOME affordability guidelines.

PROPERTY QUALIFICATIONS

Properties may be pre-existing, single-family homes, newly constructed homes purchased from builder (must be ready for occupancy), seller/owner-occupied or vacant rental units (at least three months) located in Tarrant County. No occupied rental, single-family units are eligible unless the existing tenant is purchasing the property. Manufactured homes are excluded from this program.

The structure and property must be outside the flood plain as designated in the most recent FEMA Flood Plain Map(s).

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

The borrower must obtain TREC inspection and termite inspection at borrower's expense. Utilities must be turned on for all property inspections.

All properties must meet Minimum Acceptable Standards Inspection and a Tarrant County environmental review. All program required repairs must be completed by the seller prior to closing.

LENDER GUIDELINES

Mortgage Companies/Lenders must attend the Lender Orientation hosted by Housing Channel prior to submitting a client application/file requesting assistance. Orientation is provided in person and virtually if requested. Contact Housing Channel to schedule.

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

Lender must submit a completed program application and the required supporting documents as listed on the Lender Referral Checklist to Housing Channel. In office delivery and email submissions are allowed.

As part of the application, sales contract must include the Notice to Real Property Owner/Seller (Exhibit 6) signed by the seller is required.

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

Total lender fees cannot exceed 2% of the sales price excluding third party fees.

Housing Channel requires a minimum of ten (10) days for processing from the date a COMPLETE file is received. Any incomplete packets must be completed prior to processing. The lender will be notified of the remaining incomplete documentation. Housing Channel will correspond with all parties involved via email throughout the entire process.

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

CLOSING REQUIREMENTS

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

Hazard insurance, flood insurance, and the title commitment must show Housing Channel as a second (or third) mortgagee.

Housing Channel requires seventy-two (72) hours advance notice for closing. Housing Channel must have a final Closing Disclosure (CD) at least twenty-four (24) hours prior to closing.

The CD must reflect the following:

- Minimum \$1,000 total investment from the homebuyer.
- All borrower's P.O.C. All third party expenses (surveys, appraisals, inspections, etc.) are eligible.
- Eligible pre-paid items including up to fourteen (14) months of homeowner's insurance (structure and contents). Actual amounts to be included as accruals will be calculated.
- One (1) year home warranty.
- The current Housing Channel processing fee of \$2,500 paid from original HOME funds in addition to the TCHBA assistance.
- The current attorney filing fee of \$200.00 paid from original HOME funds in addition to the TCHBA assistance.
- First lien is held by the lender. Housing Channel is the second or third lien holder.
- The total amount of the second or third lien TCHBA assistance must be listed as payable to the 'Housing Channel' and returned to the following address: Housing Channel, TCHBA Program, 851 Grainger St., Fort Worth, TX 76104.

ADDITIONAL INFORMATION

Requests for waivers of the current program policy or submission of a grievance must be submitted in writing according to the following protocol:

1. Housing Channel Program Administrator
2. Housing Channel President
3. Tarrant County Community Development Director

Housing Channel reserves the right to make changes to the Tarrant County Homebuyer Assistance program and the forms used in the program as needed or required throughout the duration of the program.

Housing Channel will offer post-purchase, delinquency, and default counseling and education opportunities to all clients to ensure foreclosure prevention. These services are provided at no charge.

Questions contact:

Housing Channel
851 Grainger St., Fort Worth, TX 76104
(817) 924-5091 Office (817) 924-7619 Fax
www.housingchannel.org
Veronica Elizondo, Homeownership Program Manager
veronica@housingchannel.org



LENDER REFERRAL CHECKLIST

Borrower Name: _____

Date: _____

Loan Officer: _____

Loan Processor: _____

E-mail: _____

E-mail: _____

EXHIBIT	REQUIRED DOCUMENTATION FOR <u>ALL HOUSEHOLD MEMBERS</u>	LENDER CHECKED	CHECKED BY HC
1	TCHBA LENDER REFERRAL CHECKLIST FOR HOUSING CHANNEL		
2	TCHBA APPLICATION FOR HOMEBUYERS' ASSISTANCE		
3	TCHBA BUDGET WORKSHEET		
4	HOUSING CHANNEL COUNSELING AGREEMENT AND DOCUMENT REQUEST WAIVER		
5	RESALE / AFFORDABILITY PROVISION CERTIFICATION AND BORROWERS ACKNOWLEDGEMENT		
6	TCHBA NOTICE TO REAL PROPERTY OWNER/SELLER		
7	TCHBA LEAD-BASED PAINT ACKNOWLEDGEMENT FORM		
8	HOME MATCH DONATION FORM		
A	TCHBA HOME PROGRAM AGREEMENT BETWEEN HOUSING CHANNEL & APPLICANT(S)		
	COPY OF FULLY SIGNED & EXECUTED RECEIPTED PURCHASE CONTRACT		
	SIGNED RESIDENTIAL MORTGAGE LOAN APPLICATION (1003)		
	COPY OF APPRAISAL (when available)		
	COPY OF BUYER'S REQUIRED TREC HOME INSPECTION (TERMITE REPORT IF APPLICABLE)		
	COPY OF LENDER'S SIGNED LETTER OF COMMITMENT & 1008 TRANSMITTAL SUMMARY		
	COPY OF FINAL SIGNED GOOD FAITH ESTIMATE AND INITIAL FEES WORKSHEET		
	COPY OF CREDIT REPORT		
	COPY OF TRADITIONAL VERIFICATION OF EMPLOYMENT		
	COPY OF TRADITIONAL VERIFICATION OF RENTAL		
	FEMA DOCUMENTATION AND/OR CERTIFICATION (if applicable)		
	COPY OF 1 YEAR HISTORY FOR CHILD SUPPORT FROM A.G. OFFICE		
	COPY OF RETIREMENT BENEFITS AND INVESTMENT STATEMENTS FOR ALL ACCOUNTS		
	COPY OF SOCIAL SECURITY INCOME		
	COPY OF LAST (4) CONSECUTIVE PAYCHECK STUBS (if overtime / bonus / commission are applicable, please provide 3 full months of paycheck stubs)		
	COPY OF LAST (6) CONSECUTIVE CHECKING STATEMENTS FOR ALL ACCOUNTS		
	COPY OF LAST (3) CONSECUTIVE SAVINGS STATEMENTS FOR ALL ACCOUNTS		
	COPY OF SIGNED LAST (2) CONSECUTIVE INCOME TAX RETURNS (1040, 1099, AND W-2)		
	COPY OF DIVORCE DECREE (if applicable)		

TARRANT COUNTY HOMEBUYERS' ASSISTANCE PROGRAM (TCHBA) INTAKE APPLICATION

The information on this form is needed to determine if your household is eligible to participate under a federally-funded home buyer assistance program, the TCHBA Program. Please complete this entire form and leave no blanks.

If there are any questions that you do not understand, please contact your lender.

I. THIS SECTION TO BE COMPLETED BY LENDER		
Lending Institution:	Loan Officer Name:	Loan Processor Name:
Address:	Email:	Email:
Phone:	Phone:	Phone:
	Fax:	Fax:

II. THIS SECTION TO BE COMPLETED BY APPLICANT		
A. CONTACT INFORMATION		
Street Address / Apt #: (as shown on driver's license or government ID)	Occupied for: _____ Yrs _____ Mos	Cost Per Month:
City / State / Zip:		
Current Address: (if different from above)	Occupied for: _____ Yrs _____ Mos	Cost Per Month:
City / State / Zip:		
Home / Cell Phone (Head of Household):	Home / Cell Phone (Co-head of Household):	
Work Phone (Head of Household):	Work Phone (Co-head of Household):	
Email (Head of Household):	Email (Co-Head of Household):	

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

EXHIBIT 2

C. HOUSEHOLD COMPOSITION INFORMATION		
Are any of the household members listed above foster children? _____ Yes _____ No	If YES, who? _____	
Are any of the household members listed above a live-in attendant? _____ Yes _____ No	If YES, who? _____	
Are any household members temporarily absent from the home? _____ Yes _____ No	If YES, who? _____	
Indicate reason for temporary absence: _____		
Do you anticipate any other persons to join your household after purchase of your home? _____ Yes _____ No		
If YES, explain: _____		

D. ANNUAL INCOME - List ALL income and benefits received for ALL adults and children in your household, except for earned income from employment by persons under the age of 18.					
Identify income from all of the following sources, including periodic payments:	Head of Household	Co-Head of Household / Spouse	Other Adult Member(s)	Child or Dependent	Total
Salary _____ Yes _____ No					
Over Time _____ Yes _____ No					
Commissions / Fees _____ Yes _____ No					
Tips & Bonuses _____ Yes _____ No					
Salary from 2 nd Job _____ Yes _____ No					
Temporary Income _____ Yes _____ No					
Income from Military _____ Yes _____ No					
Interest / Dividends _____ Yes _____ No					
Business Net Income _____ Yes _____ No					
Net Rental Income _____ Yes _____ No					
Social Security _____ Yes _____ No					
Supplemental Security Income (SSI) _____ Yes _____ No					
SSDI / Disability _____ Yes _____ No					
Pension _____ Yes _____ No					
Retirement Funds _____ Yes _____ No					
Support from Family _____ Yes _____ No					
Unemployment Benefits _____ Yes _____ No					
Workers' Comp _____ Yes _____ No					
Alimony / Spousal Support _____ Yes _____ No					
Child Support _____ Yes _____ No Voluntary or Court ordered – circle one					
AFDC / TANF _____ Yes _____ No					
Other (explain): _____ _____ Yes _____ No					

EXHIBIT 2

E. CURRENT EMPLOYMENT CONTACT INFORMATION				
Household Member's Name		Occupation		Work Phone
Name & Street Address of Employer		City	State / Zip	Work Fax
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Twice a Month <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly <input type="checkbox"/> Other (explain) _____		# hours worked per week

Household Member's Name		Occupation		Work Phone
Name & Street Address of Employer		City	State / Zip	Work Fax
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Twice a Month <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly <input type="checkbox"/> Other (explain) _____		# hours worked per week

Household Member's Name		Occupation		Work Phone
Name & Street Address of Employer		City	State / Zip	Work Fax
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Twice a Month <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly <input type="checkbox"/> Other (explain) _____		# hours worked per week

Household Member's Name		Occupation		Work Phone
Name & Street Address of Employee r		City	State / Zip	Work Fax
Date Hired	Salary \$ _____	<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Twice a Month <input type="checkbox"/> Monthly <input type="checkbox"/> Yearly <input type="checkbox"/> Other (explain) _____		# hours worked per week

F. HOUSEHOLD ASSETS – Identify if anyone in your household has any of the following types of assets, including dependents under the age of 18.				
Identify All Asset Sources	Cash Value	Asset Income (Interest / Dividends)	Name of Financial Institution	Account Number
Checking Account <input type="checkbox"/> Yes <input type="checkbox"/> No				
Additional Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No				
Savings Account <input type="checkbox"/> Yes <input type="checkbox"/> No				
Additional Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No				
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No				
Stocks, Bonds, Mutual Funds* <input type="checkbox"/> Yes <input type="checkbox"/> No				
Real Estate or Home or Land <input type="checkbox"/> Yes <input type="checkbox"/> No				
IRA / Keogh Account(s)* <input type="checkbox"/> Yes <input type="checkbox"/> No				
Retirement / Pension Funds <input type="checkbox"/> Yes <input type="checkbox"/> No				
Trust Funds <input type="checkbox"/> Yes <input type="checkbox"/> No				
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No				
Whole Life Insurance Cash Value* <input type="checkbox"/> Yes <input type="checkbox"/> No				

* When listing the "cash value" of any asset with an asterisk (*), indicate the amount you would have if you were to convert it to cash. The amount would be less any penalties for withdrawal, amounts used to pay off a balance, or any fees which may be charged for conversion to cash.

EXHIBIT 2

G. HOUSEHOLD ASSET INFORMATION

- Has anyone in the household given away anything of value within the last two years? (if a home was released due to foreclosure, bankruptcy or divorce, answer no) ☐ Yes ☐ No If YES, who? _____
Provide explanation (including type of asset, estimate value of asset, amount disposed for, and date of disposal): _____

- Has anyone in the household owned a home in the last three years? ☐ Yes ☐ No If NO, when was it disposed of? _____ Do they currently own it? ☐ Yes ☐ No
If YES, is it being rented? ☐ Yes ☐ No
Is it sitting vacant? ☐ Yes ☐ No
Is it in the process of being sold? ☐ Yes ☐ No

H. HOUSING ASSISTANCE – List any assistance proved to or received by any member of the household

Source	Amount	Date Received	Reason
FEMA <input type="checkbox"/> Yes <input type="checkbox"/> No (Federal Emergency Management Agency)			
SBA <input type="checkbox"/> Yes <input type="checkbox"/> No (Small Business Administration)			
Section 8 <input type="checkbox"/> Yes <input type="checkbox"/> No (Housing Choice Voucher)			
TBRA <input type="checkbox"/> Yes <input type="checkbox"/> No (Tenant Based Rental Assistance)			
Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No (Homeowner)			
Other <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____			

H. CONFLICT OF INTEREST INFORMATION

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

I. APPLICANT CERTIFICATION – I/We understand that the above information is being collected to determine if I/we are eligible to receive home buyer assistance. I/We authorize verification on all information provided on this application. I/We also certify that no other governmental assistance is being provided or anticipated. I/We certify that should other governmental assistance be sought for the purchase of the property, Housing Channel will be notified immediately.

RELEASE: My/Our signature(s) here authorizes the release and/or verification of my/our employment information.


_____ Applicant Printed Name	_____ Signature	_____ Date
_____ Co-Applicant Printed Name	_____ Signature	_____ Date
_____ Adult Member Printed Name	_____ Signature	_____ Date
_____ Adult Member Printed Name	_____ Signature	_____ Date

WARNING! Title 17, Section 1001 of United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States. All information shown is true and correct to the best of my/our knowledge.

EXHIBIT 2

J. HEAD OF HOUSEHOLD DEMOGRAPHICS – This information is collected to assure compliance with fair housing and equal opportunity regulations. Please fill in the appropriate information for Head of Household.						
Female Head of Household? ____ Yes ____ No	Sex ____ Male ____ Female	Age	Ethnicity – Hispanic ____ Yes ____ No	Race – see codes below	Elderly ____ Yes ____ No	Disabled ____ Yes ____ No
Applicant Opt Out: I do not wish to furnish information regarding ethnicity, race, sex, age, and disability _____ (initials)						

Race Codes for Head of Household Demographics	
A	White
B	Black / African American
C	Asian
D	American Indian / Alaska Native
E	Native Hawaiian / Other Pacific Islander
F	American Indian / Alaska Native & White
G	Asian & White
H	Black / African American & White
I	American Indian / Alaska Native & Black / African American
J	Other Multi Racial

K. FAIR HOUSING AND EQUAL OPPORTUNITY
<p>Tarrant County and Housing Channel are committed to affirmatively furthering fair housing for all persons. Tarrant County and Housing Channel give all persons of similar income levels the ability to have available the same housing choices regardless of race, color, religion, sex, sexual orientation, gender identity, marital status, familial status, or national origin.</p>


For Staff Use Only:

Housing Channel Action:

Date Received _____

Reviewed By _____

Date _____

Approved By _____

Denied _____

Date response emailed to Lender _____



TCHBA Budget Worksheet

Name: _____

Date: _____

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

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

COUNSELING AGREEMENT AND DOCUMENT REQUEST WAIVER

I hereby accept the counseling services of Housing Channel. I understand that any inspection of the property which I may buy on the part of Housing Channel is intended for the protection of any funds which may be advanced to me by Housing Channel, including federal funds. I hereby agree to hold harmless and indemnify Housing Channel and its employees, members, officers, directors, agents, and assigns in connection with acts performed by them which would be associated with consultation, technical advice, financial counseling, property inspection, and related activities. I understand and agree that no warranty or guarantee is being extended by Housing Channel to me as a buyer of any real property. I further agree that I will not rely upon Housing Channel to inspect the property which I purchase or approve of its condition. I recognize that I have the right (at my own expense) to have an independent inspector of my choice inspect the property. Any statements of completion or acceptance of lender-required repairs by Housing Channel does **NOT** guarantee the quality of the repairs or the overall condition of the property. I understand that lender-required repairs are not a guarantee of condition of the property, but are only the lender's requirements to meet the minimum standards to obtain a loan on the property.

I agree to provide to Housing Channel any and all information and documentation that it may request, such as credit, rental, employment and income histories, financial information, income tax returns, and other such reports which the staff of Housing Channel deem necessary to perform their functions in connection with my purchase of a house. Further, I authorize release of such information to Housing Channel from third parties.

I agree to complete the required homebuyer education classes at least five (5) days before the date of closing. I understand that I must complete this course at Housing Channel or other HUD- approved counseling agency. Housing Channel must be in receipt of a copy of this certificate prior to closing. Whenever any singular pronoun, such as "I" or "my" is used in this agreement, it shall also include the plural, such as "we", "our", and "us", if more than one applicant for counseling services is required to take the Homebuyer Training class and signs below.

Applicant signature Date

Co-applicant signature Date

Print name

Print name

Social Security number

Social Security number

_____/_____
/

_____/_____
/

Phone _____

Phone _____

Address City, Zip

Address City, Zip

Housing Channel
851 Grainger St., Fort Worth, TX 76104
817.924.5091 Fax: 817.924.7619
www.housingchannel.org

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

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

I further acknowledge that the resale, refinance, repayment provisions associated with the Tarrant County Homebuyer Assistance Program loan for which I am applying have been clearly and understandably explained to me, and I fully understand these provisions. I understand that the loan is being made to me based upon my assurance that I will live in the house, as my principal place of residence and that if I should sell, refinance or move from the property within the first 60 - 240 months (based on assistance amount) after the mortgage loan closing, the loan will become immediately due and payable to Housing Channel. I further acknowledge that the assistance I receive will be in the form of a deferred, forgivable loan forgiven at the conclusion of the affordability period of up to 20 years depending on the assistance amount and commencing on the mortgage loan closing date. I acknowledge that the resale, repayment calculation example and the circumstances under which they would be initiated, have been clearly explained to me, and that I understand them and the circumstances under which they would be triggered.

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

- A loan in the amount of up to \$14,999 requires a five (5) year lien period.
- A loan in the amount of \$15,000 - \$25,000 requires a ten (10) year lien period.
- A loan in the amount of \$25,001 - \$40,000 requires a fifteen (15) year lien period.
- A loan in the amount of \$40,001 - \$50,000 requires a twenty (20) year lien period.

Property Address

Borrower:

Date:

Borrower:

Date:

NOTICE TO REAL PROPERTY OWNER/SELLER**WITH RIGHT TO WITHDRAW**

Date: _____

Owner(s)/Seller(s): _____

Buyer(s): _____

Address of Property in Sales Agreement: _____

Dear Owner(s)/Seller(s):

Property owned by you has been contracted for purchase, as referenced above. Because Federal funds in the form of down payment and closing cost assistance to the Buyer(s) may be used in the purchase of your property, we are required to disclose the following information by the U.S. Department of Housing and Urban Development (HUD) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act as amended (URA), Section 24.101(b)(2)]:

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

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

Any title deficiencies, liens, or encumbrances on the property must be cleared prior to any closing. Generally, this is a cost that is borne by the Seller(s) of the property. However, if approved by the participating jurisdiction (PJ), these costs may be fully paid by the seller, by the buyer or, as negotiated between the seller and the buyer, using their own funds. **No federal funds can be used to pay these costs.**

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

Should you have any questions, please feel free to contact: **Veronica Elizaondo, Housing Channel, at 817-924-5091 ext. 3288.**

Receipt acknowledged this _____ day of _____, 20_____.

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

Seller_____
Witness_____
Seller_____
Witness

**Tarrant County Homebuyer Assistance Program
Lead-Based Paint Acknowledgement**

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

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

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

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

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

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

Borrower Date

Borrower Date



Tarrant County HOME Investment Partnership Program Match Donation Form

Section 1 HOME Assisted Property Location

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

Please complete the following:

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

Section 2 Form of Match

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

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

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

Section 3 Match Source

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

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

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

TARRANT COUNTY HOMEBUYER ASSISTANCE PROGRAM

LIST OF LIQUID ASSETS

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



EXHIBIT "A"

HOME PROGRAM AGREEMENT BETWEEN HOUSING CHANNEL AND APPLICANT FOR HOMEBUYER ASSISTANCE

HOMEBUYER NAME(S):	PROPERTY ADDRESS:	PHONE NUMBER:
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This HOME Investment Partnerships Program ("HOME Program") Agreement is entered into by Housing Channel and _____ (hereinafter called "Homebuyer" whether one or more persons). Homebuyer is seeking assistance to purchase a single-family house (hereinafter called "Property") located at _____. This Agreement applies only to the Homebuyer and the Property identified above. This Agreement describes the HOME Program rules that pertain to the assistance provided through the Tarrant County Homebuyer Assistance Program (TCHBA). The duration of this Agreement is up to twenty (20) years from the date of loan closing and runs concurrently with the affordability period and deed of trust.

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

1. USE OF HOME PROGRAM FUNDING

_____ Housing Channel will provide direct Tarrant County HOME assistance in the amount of \$ _____ as a deferred payment loan, forgiven up to twenty years, to assist the Homebuyer with down-payment and closing costs.

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

_____ Homebuyer must complete purchase of the Property within sixty (60) days of approval for HOME Program assistance and must occupy the Property within sixty (60) days after loan closing.

2. AFFORDABILITY RESTRICTIONS

_____ Homebuyer agrees to occupy the Property as Homebuyer's principal residence for five (5) years to twenty (20) years based on the amount of assistance from the date of loan closing. This is called the *affordability period*.

Homebuyer's *affordability period* starts the date the Deed of Trust (page 13) is notarized. Homebuyer's end date of affordability is the date under the "*Forgiveness of Debt*" section in the Deed of Trust (page 2).

_____ The maximum purchase price of the Property must not exceed the HOME Homeownership Value for the Tarrant County/Fort Worth-Arlington metropolitan area.

The appraised value is: \$ _____

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

The Purchase Price is: \$ _____

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

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

3. ENFORCEMENT PROVISIONS

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

_____ If breach of this Agreement occurs, Housing Channel shall give notice to Homebuyer and the Senior Lien Holder prior to acceleration. The notice shall specify: (a) the nature of the breach; (b) the action required to cure the breach; (c) a date, not less than 30 days from the date the notice is given to Borrower (and with respect to the Senior Lien Holder, 60 days from the date the notice is given to the Senior Lien Holder), by which the breach must be cured; and (d) that failure to cure the breach on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and sale of the Property. Paragraph 23 Acceleration; Remedies of Tarrant County HOME Program Subordinate Deed of Trust further details notice, acceleration, and remedies in case of breach, and is incorporated herein by reference.

_____ If Homebuyer defaults on the superior lien and foreclosure transfer of deed in lieu of foreclosure, or any assignment or transfer of Property to HUD occurs, this Agreement will automatically be terminated. Paragraph 19 Borrower's Right to Re-instate further describes Borrower's responsibilities for reinstatement if in default and is incorporated herein by reference.

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

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

Homebuyer

Date

Homebuyer

Date

Housing Channel

Date