

Appendices

The following in-house documents, forms, and letters are being provided to assist the AHP representative in understanding the review and approval/denial process for the Community Assistance Division HBA program.

The Community Assistance Division staff uses these in-house documents, forms, and letters to ensure compliance with program rules, policies, and guidelines when implementing the HBA program.

Sample

A. Area Median Income Levels for FY2024/25
 Deltona-Daytona-Ormond Beach, FL MSA (Effective 5/15/2023)

Household Size	1	2	3	4	5	6
30%	\$16,250	\$19,720	\$24,860	\$30,000	\$35,140	\$40,280
50%	\$27,100	\$31,000	\$34,850	\$38,700	\$41,800	\$44,900
80%	\$43,350	\$49,550	\$55,750	\$61,900	\$66,900	\$71,850
120%	\$65,040	\$74,400	\$83,640	\$92,880	\$100,320	\$107,760

B. County of Volusia Additional Mortgagee Clause

County of Volusia
 Community Assistance Division
 121 W. Rich Avenue
 DeLand, FL 32720

C.

RESIDENT INCOME CERTIFICATION – Homeownership/DPA
Florida Housing Finance Corporation
State Housing Initiatives Partnership (SHIP) Program

Effective Date: _____ Allocation Year: _____

A. Recipient Information (select one)

- a. ☐ Current homeowner
b. ☐ Home buyer ☐ Existing Dwelling ☐ Newly Constructed Dwelling

B. Subsidy Use (check all that apply)

- ☐ Down Payment Assistance ☐ Principal Buy Down
☐ Closing Costs ☐ Rehabilitation
☐ Interest Subsidy ☐ Emergency Repair
☐ Loan Guarantee ☐ Other

C. Household Information: Include all household members

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			
8			

D. Assets: All household members including assets owned by minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets D(a)		\$	
Total Income from Assets D(b)			\$
If line D(a) is greater than \$50,000: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate (.40%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income. D(c)			\$

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
1					(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals					
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____ Signature of Head of Household	Date _____
_____ Signature of Spouse or Co-Head of Household	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____

- G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

_____ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

_____ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.

Maximum Income Limit: _____

Based upon the _____ (year)
Income Limits for _____ (MSA or County) _____

Signature of the SHIP Administrator or His/Her Designated Representative:

Signature _____

Date _____

Name (print or type) _____

Title _____

H. **Household Data** (to be completed by Head of Household only)

Household elects to not participate.						_____ (Initials of Household Head)			
Head of Household Data									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +
Household Members Data									
Special Target / Special Needs (Check all that apply to any member)									
Farm worker	Developmentally Disabled	Homeless	Elderly	Special Needs (define)	Special Needs (define)				

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Income Eligibility Calculator

Completed on: _____

[illegible]

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Income Eligibility Calculator

24 CRF PART 5 ANNUAL INCOME CALCULATION

Completed on: _____

ANTICIPATED ANNUAL INCOME						
First Names	Members IDs	a. Wages/ Salaries	b. Benefits/ Pensions	c. Public Assistance	d. Other Income	e. Asset Income
9.		a.	b.	c.	d.	e.
10. Enter total of items from 9a through 9e. This is Annual Income .						

Based upon the information submitted, the Annual Income of _____ has been determined to be _____, which is _____ the _____ % income limit of \$_____ for a _____ member household in _____ (CBSA:Metro19660M19660).
(Completed on _____).

COMPLETE SIGNATURE ON NEXT PAGE

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Income Eligibility Calculator

24 CRF PART 5 ANNUAL INCOME CALCULATION

Completed on: _____

Beneficiary ID: _____

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

OTHER BENEFICIARY ADULTS*		
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date
Signature	Printed Name	Date

*Attach another copy of this page if additional signature lines are needed.

PREPARER		
Signature	Printed Name	Date

E.



Community Assistance

Subject: Commitment Letter

Dear _____ :

You have been determined income eligible to receive assistance through the County of Volusia's Homebuyer Assistance Program. This letter serves as a commitment from the County of Volusia to assist you with purchase assistance and closing costs.

Your eligibility is based on the following:

- Your annual gross income, calculated according to guidelines and requirements of 24 CFR Part 5: \$ _____.
- Your household size: -size- _____.
- Your income level: -%- of the area median income _____.

You can now work with your Affordable Housing Partner (AHP) to complete Part 2 of the application process. The Part 2 must be submitted to Community Assistance by your AHP no later than _____ with the closing completed no later than _____.

Please take note of a few program reminders that you will be required to do:

- Sign an homebuyer assistance agreement
- Contribute a **minimum** of -contribution- towards your purchase price
- Attend a closing and sign a deferred County mortgage with zero percent interest, for a term of 15 years and a shared appreciation feature
- Occupy the home as your primary residence for 15 years or as long as the County's mortgage remains on the property

If you have any questions, please contact your AHP representative, _____ at _____.

Sincerely,

Bradley Burbaugh, Director
Community Services

BB/

F. Uniform Physical Condition Standards (UPCS)

Uniform Physical Condition Standards - Comprehensive Listing

Page: _____ of _____

Inspectable Area: Building Exterior

Property ID / Name: _____

Inspection Date: _____

Building Number: _____

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged Surface (Holes/Paint/Rusting/Glass)						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Deteriorated/Missing Caulking/Seals						
	Missing Door						
Fire Escapes	Blocked Egress/Ladders						LT
	Visibly Missing Components						LT
Foundations	Cracks/Gaps						
	Spalling/Exposed Rebar						
Health and Safety	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Lighting	Broken Fixtures/Bulbs						
Roofs	Damaged Soffits/Fascia						
	Damaged Vents						
	Damaged/Clogged Drains						
	Damaged/Torn Membrane/Missing Ballast						
	Missing/Damaged Components from Downspout/Gutter						
	Missing/Damaged Shingles						
	Ponding						
Walls	Cracks/Gaps						
	Damaged Chimneys						NLT
	Missing/Damaged Caulking/Mortar						
	Missing Pieces/Holes/Spalling						
	Stained/Peeling/Needs Paint						
Windows	Broken/Missing/Cracked Panes						NLT
	Damaged Sills/Frames/Lintels/Trim						
	Damaged/Missing Screens						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)

- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf" (24 Pages, 275 KB)

- Only level 3 is applied to independent Health & Safety deficiencies.

- In the H&S column, NLT is a "Non-Life Threatening" Health & Safety concern whereas LT is a "Life Threatening" concern which calls for immediate attention or remedy and will show up on the Exigent Health and Safety Report at the end of an inspection.

Uniform Physical Condition Standards - Comprehensive Listing

Page: _____ of _____

Inspectable Area: Unit

Property ID / Name: _____

Inspection Date: _____

Building/Unit Nmbr: _____

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Bathroom	Bathroom Cabinets - Damaged/Missing						
	Lavatory Sink - Damaged/Missing						NLT
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Shower/Tub - Damaged/Missing						NLT
	Ventilation/Exhaust System - Inoperable						
	Water Closet/Toilet - Damaged/Clogged/Missing						NLT
Call-for-Aid	Inoperable						NLT
Ceiling	Bulging/Buckling						
	Holes/Missing Tiles/Panels/Cracks						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Damaged Surface - Holes/Paint/Rusting/Glass						
	Deteriorated/Missing Seals (Entry Only)						
	Missing Door						NLT
Electrical System	Blocked Access to Electrical Panel						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	GFI - Inoperable						NLT
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Floors	Bulging/Buckling						
	Floor Covering Damage						
	Missing Flooring Tiles						
	Peeling/Needs Paint						
	Rot/Deteriorated Subfloor						
	Water Stains/Water Damage/Mold/Mildew						
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Hot Water Heater	Misaligned Chimney/Ventilation System						LT
	Inoperable Unit/Components						NLT
	Leaking Valves/Tanks/Pipes						
	Pressure Relief Valve Missing						NLT
	Rust/Corrosion						NLT
HVAC System	Convection/Radiant Heat System Covers Missing/Damaged						
	Inoperable						
	Misaligned Chimney/Ventilation System					48	LT

	Noisy/Vibrating/Leaking						
	Rust/Corrosion						
Kitchen	Cabinets - Missing/Damaged						NLT
	Countertops - Missing/Damaged						NLT
	Dishwasher/Garbage Disposal - Inoperable						
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Range Hood/Exhaust Fans - Excessive Grease/Inoperable						
	Range/Stove - Missing/Damaged/Inoperable						
	Refrigerator-Missing/Damaged/Inoperable						NLT
	Sink - Damaged/Missing						NLT
Laundry Area (Room)	Dryer Vent - Missing/Damaged/Inoperable						
Lighting	Missing/Inoperable Fixture						NLT
Outlets/Switches	Missing						LT
	Missing/Broken Cover Plates						LT
Patio/Porch/Balcony	Baluster/Side Railings Damaged						
Smoke Detector	Missing/Inoperable						LT
Stairs	Broken/Damaged/Missing Steps						NLT
	Broken/Missing Hand Railing						NLT
Walls	Bulging/Buckling						
	Damaged						
	Damaged/Deteriorated Trim						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Windows	Cracked/Broken/Missing Panes						NLT
	Damaged Window Sill						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Inoperable/Not Lockable						NLT
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)

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COMMUNITY ASSISTANCE
HOUSING AND GRANTS ADMINISTRATION
Uniform Physical Conditions Standards
Inspection Report

PROPERTY LOCATION: _____ DATE: _____

[illegible]

- C. **Use of Funds:** Funds will be used as flexible gap financing for down payment and/or closing costs assistance.
- D. **Borrower Occupancy Requirement:** The Home Buyer(s) must occupy the home as their principal/primary residence with homestead exemption status for 15 years or as long as the County's mortgage remains on the property.
- E. **Repayment/Recapture:** The County's loan, which is pro rata on an annual basis, is required to be repaid/recaptured if the Home Buyer(s) transfers the home or ceases living in the home as their primary residence prior to the end of the 15-year affordability period as provided in the mortgage. The following events are considered a transfer that will require repayment: (1) selling, transferring, giving, or disposing of the home, or any interest in the home, by deed, involuntary sale or operation of law; (2) vacating or ceasing to occupy the home as the principal residence; (3) leasing or renting the home, including leasing to related parties; (4) re-financing the first mortgage, without the consent of the County; (5) further encumbering the home, including a home equity line of credit, reverse mortgage, or the like, without the consent of the County; and (6) further encumbering the home through liens, fines or delinquent taxes.

In the event of a foreclosure or deed in lieu of foreclosure by the Home Buyer, the recapture will be limited to the net proceeds as defined by HUD for the HOME program or as much of the remaining amount of the County's loan as possible.

- F. **Hazard or Property Insurance:** The Home Buyer(s) must obtain and maintain insurance for 15 years or as long as the County's mortgage remains on the property. The insurance shall be in the amounts that covers the County's mortgage and includes the County's mortgagee clause (loss payee):

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

- G. **Timeline:** This Agreement will expire 120-days from the date of signature. Should an extension become necessary, the Home Buyer's Affordable Housing Partner must provide a written request prior to the expiration of the Agreement.
- H. **Maximum Amount of Assistance:** The Maximum Amount of Assistance Available for the Home Buyer(s) is \$ for down payment assistance and/or -select- for closing costs. The exact amount of assistance will be included on the mortgage deed and note, which will be provided at closing, and on the award letter.
- I. **Minimum Client Contribution:** The Minimum Client Contribution for the Homebuyer(s) is \$-select-.
- J. **Maximum Purchase Price:** The maximum purchase price of the home cannot exceed regulatory limits for Volusia County. Per the HOME Program, the maximum purchase price cannot exceed 95% of the median purchase price of single-family homes in the area as established by HUD, which is \$254,400 for existing homes and \$272,175 for new construction. Per the SHIP Program, the sales price or value of new or existing homes may not exceed 90 percent of the average area purchase price in the statistical area in which the housing is located. The maximum area purchase price used must be that established by the United States Department of Treasury or that calculated in accordance with Section 420.9075(5)(c), F.S.
- K. **Income Limits:** The Home Buyer(s) income cannot exceed 120% of the Area Median Income (AMI) if SHIP funds are used, and cannot exceed 80% of the AMI if HOME or CDBG funds are used. The Home Buyer(s) certify that their income is at or below -AMI- of the County's AMI.
- L. **Award of Funds:** Community Assistance will issue an award letter detailing the final purchase assistance and closing costs **only** after the property has passed the Uniform Physical Condition Standards (UPCS) inspection and the purchase price of the home is less than the appraisal amount.

M. **Suspension and Termination:** The terms and conditions of this Agreement shall be merged into the mortgage deed and note. If the Home Buyer materially fails to comply with the terms of this Agreement prior to the execution of the mortgage deed and note, the County may suspend or terminate the Agreement and its obligation to provide homebuyer assistance is rescinded. The County may terminate this Agreement with three (3) days' notice in the event CDBG, HOME, or SHIP grant funds are withdrawn or the County's grant funds are terminated.

In Witness Whereof, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Home Buyer(s):

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of *[how the individual appeared; check one]*

☐ physical presence or ☐ online notarization

this ____ day of ____, ____, by ____

Individual identified by: ☐ Personal Knowledge

☐ Satisfactory Evidence, Type _____

Notary Rubber Stamp Seal

Notary Signature

Printed Notary Signature

Acceptance by the County of Volusia:

Signature: _____

Printed Name & Title: Carmen Hall, Director
Community Assistance

Date: _____

Loan Estimate

Date Issued

Applicants:

Property

Sale Price \$

Loan Term 15 years
Purpose Purchase
Product Deferred, 0%
Loan Type ☐ Conventional ☐ FHA ☐ VA ☒ HBA
Loan ID # n/a
Rate Lock n/a

Loan Terms		Can this amount increase after closing?
Loan Amount	\$	NO
Interest Rate	0.00%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$0.00	NO
Prepayment Penalty	Does the loan have these features?	
	NO	
Balloon Payment	NO	

Projected Payments		
Payment Calculation	Years 1- 10	Years 11 - 15
Principal & Interest	0.00	0.00
Mortgage Insurance	0.00	0.00
Estimated Escrow <i>Amount can increase over time</i>	0.00	0.00
Estimated Total Monthly Payment	0.00	0.00
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	\$0.00 a month	This estimate includes <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Other: In escrow? NO NO

See Section G on page 2 for escrowed property costs. You must pay for other property costs separately.

Costs at Closing		
Estimated Closing Costs	\$	Includes \$ in Loan Costs + \$ in Other Costs – \$0.00 in Lender Credits. See page 2 for details.
Estimated Cash to Close	\$ -	Includes Closing Costs. See Calculating Cash to Close on page 2 for details.

Loan Costs	
A. Origination Charges	\$ 0.00

B. Services You Cannot Shop For	\$ 0.00
Appraisal Fee	
Credit Report Fee	
Flood Determination Fee	
Flood Monitoring Fee	
Tax Monitoring Fee	
Tax Status Research Fee	
Title – Insurance Binder	
Title – Lender’s Title Policy	\$
Title – Settlement Agent Fee	\$
Title – Title Search	
Other:	\$

C. Services You Can Shop For	\$ 0.00
Pest Inspection Fee	
Survey Fee	

D. Total Loan Costs (A + B + C)	\$ 0.00
--	----------------

Other Costs	
E. Taxes and Other Government Fees	\$
Recording Fees (may include e-recording charge)	\$ 0.00
Documentary Stamps	\$ 0.00
Title – E-Recording	\$

F. Prepays	\$ 0.00
Homeowner’s Insurance Premium (___ months)	
Mortgage Insurance Premium (___ months)	
Prepaid Interest (___ per day for ___ days @ ___)	
Property Taxes (___ months)	

G. Initial Escrow Payment at Closing	\$ 0.00
Homeowner’s Insurance	\$ ___ per month for 12 mo.
Mortgage Insurance	\$ ___ per month for 12 mo.
Property Taxes	\$ ___ per month for 12 mo.

H. Other	\$ 0.00
Title – Owner’s Title Policy (optional)	

I. Total Other Costs (E + F + G + H)	\$ 0.00
---	----------------

J. Total Closing Costs	\$ 0.00
D + I	\$ 0.00
Lender Credits	

Calculating Cash to Close	
Total Closing Costs (J)	\$ 0.00
Closing Costs Financed (Paid from your Loan Amount)	
Down Payment/Funds from Borrower	
Deposit	
Funds for Borrower	\$ 0.00
Seller Credits	
Adjustments and Other Credits	
Estimated Cash to Close	\$ -

Lender
NMLS/ ___ License ID
Loan Officer
Email
Phone #

County of Volusia

Communityassistance@volusia.org
386-736-5955

Mortgage Broker
NMLS/ ___ License ID
Loan Officer
Email
Phone #

Comparisons	Use these measures to compare this loan with other loans.	
In 5 Years	\$0.00	Total you will have paid in principal, interest, mortgage insurance, and loan costs.
	\$0.00	Principal you will have paid off.
Annual Percentage Rate (APR)	0%	Your costs over the loan term expressed as a rate. This is not your interest rate.
Total Interest Percentage (TIP)	0%	The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Other Considerations

Appraisal	We may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.
Assumption	If you sell or transfer this property to another person, we <input type="checkbox"/> will allow, under certain conditions, this person to assume this loan on the original terms. <input checked="" type="checkbox"/> will not allow assumption of this loan on the original terms.
Homeowner's Insurance	This loan requires homeowner's insurance on the property, which you may obtain from a company of your choice that we find acceptable.
Late Payment	If your payment is more than 15 days late, we will charge a late fee of 5% of the monthly principal and interest payment.
Refinance	Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.
Servicing	We intend <input checked="" type="checkbox"/> to service your loan. If so, you will make your payments to us. <input type="checkbox"/> to transfer servicing of your loan.

Other Considerations

You do not have to accept this loan because you have received this form or signed a loan application.

I.



Community Assistance

Subject: Volusia County Homebuyer Assistance Award Letter

Dear _____ :

Your request for Volusia County Homebuyer Assistance Program funds has been approved.

Your County loan amount will be no more than \$ _____ based on the following:

- Purchase contract price of \$ _____
- Primary loan from _____ in the amount of \$ _____
 - Base loan being \$ _____ with MIP of \$ _____
- Buyer's minimum contribution of \$ _____
- Maximum amount of County loan towards purchase price of \$ _____
- Maximum amount of County loan towards eligible closing costs of \$ _____
- The buyer not receiving any cash out at closing

A copy of this letter will be provided to the agencies below so that the closing process can begin:

- _____, primary lender
- _____, settlement agency
- _____, Affordable Housing Partner

Information pertaining to your closing date and funds needed should be directed to your primary lender or settlement agent.

Please note this award letter will be invalid should a closing not be held by the contract closing date, the purchase contract be terminated and/or the first mortgage commitment be altered, expire or be withdrawn.

If you have any other questions related to the Homebuyer Assistance Program, please contact your Affordable Housing Partner.

Sincerely,

Bradley Burbaugh, Director
Community Services

Closing Information Date Issued Closing Date Disbursement Date Settlement Agent File # n/a Property Sales Price \$		Transaction Information Borrower Seller Lender County of Volusia Community Assistance		Loan Information Loan Term 15 years Purpose Home Purchase Product 0%, Deferred Loan Type <input type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input checked="" type="checkbox"/> HBA Loan ID # n/a MIC # n/a	
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Loan Terms		Can this amount increase after closing?
Loan Amount	\$	NO
Interest Rate	0%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$ 0.00	NO
Prepayment Penalty	Does the loan have these features? NO	
Balloon Payment	NO	

Projected Payments	
Payment Calculation	
Principal & Interest	\$ 0.00
Mortgage Insurance	n/a
Estimated Escrow <i>Amount can increase over time</i>	n/a
Estimated Total Monthly Payment	\$ 0.00
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time</i>	This estimate includes <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Other: <i>See Escrow Account on page 4 for details.. You must pay for other property costs separately.</i>
	In escrow? NO NO

Costs at Closing	
Estimated Closing Costs	\$ Includes \$ in Loan Costs + \$ in Other Costs – \$0 in Lender Credits. <i>See page 2 for details.</i>
Estimated Cash to Close	\$ - Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$ 0.00				
01	_____% of Loan Amount (Points)					
02	Application Fee					
03	Underwriting Fee					
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For		\$				
01	Appraisal Fee					
02	Credit Report Fee					
03	Title – Insurance Binder					
04	Title – Lender’s Title Insurance	\$				
05	Title – Settlement Agent Fee	\$				
06	Title – Statutory Surcharge	\$				
07		\$				
08		\$				
09						
10						
C. Services Borrower Did Shop For		\$ 0.00				
01	Pest Inspection Fee					
02						
03						
04						
05						
06						
07						
08						
TOTAL LOAN COSTS (Borrower-Paid)		\$				
Loan Costs Subtotals (A + B + C)		\$	\$ 0.00			
Other Costs						
E. Taxes and Other Government Fees		\$				
01	Recording Fees \$ 95.00 Doc Stamps \$	\$				
02	Title – E-Recording Fee	\$				
F. Prepays						
01	Homeowner’s Insurance Premium (____ 12 months) to Insurance Co.					
02	Mortgage Insurance Premium (____ months)					
03	Prepaid Interest (\$____ per day from ____ to ____)					
04	Property Taxes (____ months) to ____					
05						
G. Initial Escrow Payment at Closing		\$ 0.00				
01	Homeowner’s Insurance \$____ per month for ____ months					
02	Mortgage Insurance \$____ per month for ____ months					
03	Property Taxes \$____ per month for ____ months					
04						
05						
06						
07						
08	Aggregate Adjustment					
H. Other		\$ 0.00				
01						
02						
03						
04						
05						
06						
07						
08						
TOTAL OTHER COSTS (Borrower-Paid)		\$				
Other Costs Subtotals (E + F + G + H)		\$	\$ 0.00			
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$				
Closing Costs Subtotals (D + I)		\$				
Lender Credits		\$ 0.00				

Calculating Cash to Close

Use this table to see a what has changed from your Loan Estimate

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$	\$	See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$ 0.00	\$ 0.00	You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$ 0.00	\$ 0.00	
Down Payment/Funds from Borrower	\$ 0.00	\$ 0.00	
Deposit	\$ 0.00	\$ 0.00	
Funds for Borrower	\$	\$	
Seller Credits	\$ 0.00	\$ 0.00	See Seller Credits in Section L
Adjustments and Other Credits	\$ 0.00	\$ 0.00	See details in Section K and L

Cash to Close

\$ -

\$ -

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$
01	
02	
03	
04	
Adjustments	
05	
06	
07	
Adjustments for Items Paid by Seller in Advance	
08	
09	
10	
11	
12	
13	
14	
15	

L. Paid Already by or on Behalf of Borrower at Closing	\$
01 County of Volusia Loan	\$
02	
03	
04	
05	
Other Credits	
06	
07	
Adjustments	
08	
09	
10	
11	
Adjustments for Items Unpaid by Seller	
12	
13	
14	
15	
16	
17	

CALCULATION

Total Due from Borrower at Closing (K)	\$
Total Paid Already by or on Behalf of Borrower at Closing (L)	\$
Cash to Close <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$ -

SELLER'S TRANSACTION

M. Due to Seller at Closing
01
02
03
04
05
06
07
08
Adjustments for Items Paid by Seller in Advance
09
10
11
12
13
14
15
16

N. Due from Seller at Closing
01
02
03
04
05
06
07
08
09
10
11
12
13
Adjustments for Items Unpaid by Seller
14
15
16
17
18
19

CALCULATION

Total Due to Seller at Closing (M)
Total Due from Seller at Closing (N)
Cash to Close <input type="checkbox"/> From <input type="checkbox"/> To Borrower

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms
- ☒ Will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- ☒ has a demand feature, which permits your lender to require early Repayment of the loan. You should review your note for details
- ☐ Does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☒ do not have a negative amortization feature.

Partial Payments

Your lender

- ☐ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- ☒ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- ☐ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment

Escrow	
Escrowed Property Costs Over Year 1	Estimated total amount over year 1 for your escrowed property costs: <i>Homeowner's Insurance</i> <i>Property Taxes</i>
Non-Escrowed Property Costs Over Year 1	Estimated total amount over year 1 for your non-escrowed property costs: <i>Homeowner's Association Dues</i>
You may have other property costs.	
Initial Escrow Payment	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	The amount included in your total monthly payment

- ☒ will not have an escrow account because ☐ you declined it ☒ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow	
Estimated Property Costs Over Year 1	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee	

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own

Loan Disclosures	
Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$ 0.00
Finance Charge. The dollar amount the loan will cost you.	\$ 0.00
Amount Financed. The loan amount available after paying your upfront finance charge.	\$
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	0%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	0%

Questions: If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures
<p>Appraisal If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.</p> <p>Contract Details See your note and security instrument for information about what happens if you fail to make your payments, what is a default on the loan, situations in which your lender can require early repayment of the loan, and the rules for making payments before they are due.</p>

<p>Liability after Foreclosure If your lender forecloses on this property and the foreclosure does not cover the Amount of unpaid balance on this loan, <input checked="" type="checkbox"/> state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information. <input type="checkbox"/> state law does not protect you from liability for the unpaid balance.</p>

<p>Refinance Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.</p>
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<p>Tax Deductions If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.</p>

<p>Shared Appreciation This loan has a shared equity period until the tenth (10th) anniversary of the Note. If the property is transferred or ceases to be your homesteaded residence, in addition to the loan being due and payable, a percentage of the net appreciation becomes due and payable as follows: Between Year 1 until the end of Year 2, 100% of the net appreciation is due Between Year 3 until the end of Year 5, 50% of the net appreciation is due Between Year 6 until the end of Year 10, 20% of the net appreciation is due</p>
--

Contact Information					
Name	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Address	County of Volusia Community Assistance 110 W. Rich Avenue DeLand, FL 32720				
NMLS ID					
ST License ID					
Contact					
Contact NMLS ID					
Contact ST License ID					
Email	CommunityAssistance@volusia.org				
Phone	(386) 736-5955				

-select one
-select- -select- -select-

-select-	-select-
Applicant Signature	Co-Applicant Signature
Date	Date



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720
(386) 736-5955



First Time Homebuyer Assistance Program – Closing

The purpose of this document is to provide the settlement agency with the County of Volusia's closing instructions after the Community Assistance Division issues an award letter and a Closing Disclosure (CD) to an eligible applicant.

A minimum of 10 business days prior to the desired closing date the settlement agency will email the applicant's primary lender's CD and if applicable, the completed tax certification to the Community Assistance Division for review and approval/denial.

1. The CD cannot be labeled "estimate", draft, etc.
 - i. The Community Assistance Division will review the CD within two business days from receipt for approval/denial and if applicable, forward the tax certification for input into the county's finance system.
 - ii. If there are discrepancies or corrections needed to the primary lender's CD or the County's CD, the desired closing date may be postponed.
2. Upon approval of the CDs, the Community Assistance Division will email the settlement agency the approval status and the additional mortgagee clause and provide the Request for Funds package
3. A minimum of five business days prior to the desired closing date the settlement agency will provide a complete Request for Funds package to the Community Assistance Division. The complete package shall include:
 - i. Request for funds letter on the settlement agency's letterhead; and
 - ii. Wiring instructions.
4. The Community Assistance Division will forward the Request for Funds letter, wiring instructions, primary lender's CD and the County's CD for final review and approval.
 - i. The Community Assistance Division will also prepare the applicant's County mortgage and note.
5. Upon final approval, the Community Assistance Division will email the settlement agency the final approval status and when the County's closing package will be emailed.
6. The County's closing package will be emailed to the settlement agency one business day prior to the closing date and will include instructions on who is to sign the mortgage and note, what documents to return and when, and the closing package. The closing package includes, but is not limited to:
 - i. Subordinate Mortgage
 - ii. Note
 - iii. Finalized County CD
7. Within seven business days from the closing date, the settlement agency shall return the Community Assistance Division with the applicant's:
 - i. Original signed note;
 - ii. Certified signed copy of the primary lender's CD; and
 - iii. Certified copies of the signed County's CD and mortgage.
8. The settlement agency will also return the County's original recorded mortgage and title policy within five business days from the recording date.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

L.

Closing Agent Letterhead Goes Here

Date: _____

County of Volusia
Community Assistance
121 West Rich Avenue
DeLand, FL 32720-4611

Re: Client Name: _____

Purchase Address: _____

Please consider this an official request for a wire from the County of Volusia in the amount of
\$_____.

The closing for the above referenced client has been scheduled for _____.
(Day, Date, Year)

The closing package can be emailed to _____.

Our agency understands that by accepting your closing documents and funds and disbursing funds, we accept the responsibility of verifying the accuracy of the information, supplying the correct legal description and parcel ID, and providing title insurance for the county.

Should you have questions or if you need additional information, please feel free to contact the undersigned.

Sincerely,

Name of Sender

Title of Sender

M.

This mortgage is given to Volusia County and is exempt from payment of intangible personal property tax pursuant to section 199.183 (1), Florida Statutes.

This instrument prepared by:
County of Volusia
Community Assistance Division
121 West Rich Avenue
DeLand, Florida 32720-4611

When recorded, MAIL TO:

«Title_Co_Name»
«Title_Co_Address»
«Title_Co_City_State_Zip»

**COUNTY OF VOLUSIA
HOMEBUYER ASSISTANCE PROGRAM
SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Subordinate Security Instrument") is made this **«Day of Closing»** day of **«Month of Closing»** **«Year of Closing»**. The grantor is **«Client Names»**, **«Marital Status»** ("Borrower"). This Subordinate Security Instrument is given to the **County of Volusia**, a political subdivision of the State of Florida and located at 121 West Rich Avenue, DeLand, Florida 32720 ("Lender"). In this Subordinate Security Instrument, whenever the context so requires, the terms "Lender" and "Borrower" shall include heirs, legal representatives, successors and assigns of such parties.

WITNESSETH:

Borrower owes Lender the principal sum of **«Loan amount written out» Dollars** (U.S. **\$«Loan amount in s»**). This debt is evidenced by Borrower's Note dated the same date as this Subordinate Security Instrument ("Note"), which provides for no payments if the Borrower complies with the terms of the Note and this Subordinate Security Instrument. The Note provides that the full debt, if not forgiven or paid earlier, shall be due and payable if the Borrower sells, rents, refinances (including equity financing), or if the Property ceases to be the principal/homestead property of Borrower prior to the Maturity date. The Note has a maturity date of fifteen (15) years. The deferred principal amount owing to such obligation will be forgiven on an annual pro rata basis as provided in the Note and in full on the fifteenth (15th) anniversary date of this Subordinate Security Instrument, **«Maturity Date»** (maturity date), provided no default has occurred and remains uncured at such time.

In addition to the Note secured by this Subordinate Security Instrument, the Borrower obtained a mortgage loan (the "First Mortgage Loan" from **«M 1st Lien Holder Name»** (the "Senior Lien Holder"), which loan is secured by a first mortgage lien on the Property (the "First Mortgage"). The documents evidencing or securing the first mortgage loan are collectively referred to herein as the First Mortgage Loan Documents. Notwithstanding any of the provisions of this Subordinate Security Instrument, the requirements of the Lender hereunder shall be subordinate to the requirements of the Senior Lien Holder of the First Mortgage executed by Borrower, in favor of **«M 1st Lien Holder Name»** executed on **«Date of Closing»**, which is recorded simultaneously herewith in the Public Records of Volusia County in the State of Florida.

This Subordinate Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, if applicable, as provided in the Note, and all renewals, extensions and Modifications of the Note; and (b) the performance of Borrower's covenants and agreements under the Note and this Subordinate Security Instrument. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender and Lender's successors and assigns with power of sale, subject to the rights of the Senior Lien Holder under the First Mortgage, the Property located in Volusia County, Florida, which has the address of:

«Purchase Address»; «Purchase City State Zip»

and is further described as:

**«Purchase_Legal_Description»
(Parcel: «Purchase_parcel_»)**

TO HAVE AND TO HOLD this Property unto Lender and Lender's successors and assigns, forever, all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Subordinate Security Instrument. All of the foregoing is referred to in this Subordinate Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and, except for the First Mortgage and other encumbrances of record acceptable to the Senior Lien Holder, the Property is unencumbered. The Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

BORROWER FURTHER COVENANTS and warrants that the Borrower's total household income at the time of its application for the Loan was at or below the guidelines for the Borrower's household size as provided by the U.S. Department of Housing and Urban Development (HUD), and the Borrower is eligible to participate in the County of Volusia's Homebuyer Assistance Program.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Indebtedness.** Borrower shall promptly pay, when due, the principal, and interest (if applicable) on the debt evidenced by the Note upon the occurrence of any event set forth in the Note, the basis of which triggers Borrower's repayment obligation.

2. **Funds for Taxes, Insurance and Assessments.** Subject to applicable law, Borrower shall pay to Lender, until the Note is paid in full, a sum "Funds" for: (a) yearly taxes and assessments which may attain priority over this Subordinate Security Instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any other charges and encumbrances which now or hereafter are or may become a lien upon the Property or any part thereof. The Borrower shall not be obligated to make such payments of Funds to the Lender to the extent that the Borrower makes such payments to the Senior Lien Holder in accordance with the First Mortgage and Borrower provides written evidence of such to Lender in form satisfactory to Lender.

3. **Prior Mortgages; Charges; Liens.** The Borrower shall perform all of the Borrower's obligations under the First Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to

the Property that may attain priority over this Subordinate Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payments. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Except for the lien of the First Mortgage, Borrower shall promptly discharge any other lien which shall have attained priority over this Subordinate Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien or defends against enforcement of the lien by legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Subordinate Security Instrument. Except for the lien of the First Mortgage, if Lender determines that any part of the Property is subject to a lien that may attain priority over this Subordinate Security Agreement, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

4. Subordination. Lender and Borrower acknowledge and agree that this Subordinate Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, other than the repayment obligations set forth in the Note, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by the Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7 herein.

All insurance policies and renewals shall be acceptable to Lender and shall include the standard mortgagee clause below:

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

All requirements hereof pertaining to insurance shall be deemed satisfied if the Borrower complies with the insurance requirements under the First Mortgage. All original policies of insurance required pursuant to the First Mortgage shall be held by the Senior Lien Holder; provided, however, that Lender shall be named as a loss payee as its interest may appear, that Lender shall be named as an additional insured, and provided that Lender shall be notified by the insurance carrier of termination or cancellation of the Policy. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier, the Senior Lien Holder and Lender. Lender may make proof of loss if not made promptly by the Senior Lien Holder or the Borrower.

If the restoration or repair is economically feasible and the Lender's security is not lessened, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Subordinate Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a written notice from Lender that the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Subordinate Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the Note or change the amount of the payments. If under Paragraph 17 herein the Property is acquired by the Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Subordinate Security Instrument immediately prior to the acquisition by Lender.

Notwithstanding the above, Lender's rights to collect and apply the insurance proceeds hereunder shall be subject and subordinate to the rights of the Senior Lien Holder to collect and apply such proceeds in accordance with the First Mortgage.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Hazardous Substances; Borrower's Loan Application. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Subordinate Security Instrument. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Subordinate Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 16 herein, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Subordinate Security Instrument.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and maintenance of the Property.

Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deterioration or decrease in value due to its condition. Borrower shall comply with all City and/or County Codes relating to maintenance of the Property and shall repair or restore the Property upon Notice by the City and/or County, as the case may be. Failure to comply with this provision may result in Borrower's loan being placed in default.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Prior to taking any such remedial action, however, the Borrower shall notify the Senior Lien Holder that such remedial action is necessary and shall obtain the Senior Lien Holder's prior written consent for such remedial action.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (a) Borrower's occupancy of the Property as a principal residence, (b) Borrower's income and (c) other parties who will be occupying the Property.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Subordinate Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Subordinate Security Instrument (including sums secured by the First Mortgage), appearing in court, paying reasonable attorney's fees and entering upon the Property to make repairs. Although Lender may take action under this Paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph shall become additional debt of Borrower secured by this Subordinate Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of seven percent (7%) per annum and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Prior to taking any actions under this Paragraph, however, Lender shall notify the Senior Lien Holder of such default in the manner provided in Paragraph 17 of this Subordinate Security Instrument, and shall provide the Senior Lien Holder with the opportunity to cure any such default under this Subordinate Security Instrument. In addition, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least sixty (60) days' prior written notice. Any action by Lender hereunder to foreclose or accept a deed in lieu of foreclosure

shall be subject to the "due on sale" provisions of the First Mortgage.

Lender and Borrower further agree that a default hereunder may constitute a default under the First Mortgage. In the event of a default hereunder, the Senior Lien Holder may have the right to exercise rights and remedies under the First Mortgage.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of the First Mortgage.

In the event the Property, or any part thereof, shall be condemned or taken, the Lender shall have the right to demand that all money awarded for the appropriation thereof, or damage to the Property, shall be paid to Lender up to the amount of the sums secured by this Subordinate Security Instrument, whether or not the sums are then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award of settlement of a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property, or to the sums secured by this Subordinate Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the Note or change the amount of such payment.

10. Forbearance by Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Subordinate Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15 herein. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Subordinate Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Subordinate Security Instrument; (b) is not personally obligated to pay the sums secured by this Subordinate Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any other accommodations with regard to the terms of this Subordinate Security Instrument or the Note without that Borrower's consent; provided, however, that such modification or accommodation shall not be made without the prior written consent of the Senior Lien Holder.

12. Notices. Any notice to Borrower provided for in this Subordinate Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice required to be given to the Senior Lien Holder shall be given by first class mail to the following address:

«**M_1st_Lien_Holder_address**» or such other address the Senior Lien Holder designates by

notice to the Borrower. Any notice provided for in this Subordinate Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

13. Governing Law; Severability. This Subordinate Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Subordinate Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Subordinate Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Subordinate Security Instrument and the Note are declared to be severable.

14. Borrower's Copy. Borrower shall be given one copy of the Note and of this Subordinate Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. In addition to those amounts due as set forth in the shared equity provisions set forth in Paragraph 19 herein, if the Borrower transfers, assigns, sells, refinances (including any equity loan), or in any manner disposes of all or a portion of the Property, or any interest therein, then the sums secured by this Subordinate Security Instrument will become immediately due and payable, and such outstanding indebtedness shall bear interest at the rate of seven percent (7%) per annum from the date of such transfer, assignment, sale, refinance, mortgage or other conveyance until paid in full. The lien on the Property established by this Subordinate Security Instrument shall remain a lien on the Property until all amounts secured hereunder are paid in full.

If Borrower fails to pay these sums when due, Lender may foreclose and invoke any other remedies permitted by this Subordinate Security Instrument without further notice or demand on the Borrower. In the event the sums are collected by law or through an attorney at law, or under advice there from, the Lender will have the right to be paid back for all of its costs and expenses in enforcing the Note and this Subordinate Security Instrument, to the extent not prohibited by applicable law.

In the event suit is instituted to foreclose or to enforce payment of the sums secured by this Subordinate Security Instrument, or to enforce performance of any covenant or obligation hereunder, Lender shall be entitled to the appointment of a Receiver to take charge of the Property, to collect the rents, issues and profits there from, and to complete any construction and care for the Property, and such appointment shall be made by the court having jurisdiction thereof as a matter of right to the Lender, and all rents, profits, incomes, issues and revenues of the Property are hereby assigned and pledged as further security for payment of the sums hereby secured.

Notwithstanding Lender's right to invoke any remedies hereunder, as provided in Paragraph 7 above, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least sixty (60) days' prior written notice.

In the event of foreclosure or deed in lieu of foreclosure of the First Mortgage, or full repayment of this Subordinate Security Instrument, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property, shall automatically have no further force or effect on subsequent owners or purchasers of the Property. Any Person, including his successors and assigns, (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Subordinate Security Instrument discontinued at any time. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Subordinate Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants and agreements; (c) pays all expenses incurred in enforcing this Subordinate Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Subordinate Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Subordinate Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Subordinate Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 15.

17. Acceleration; Remedies. Except as set forth in Paragraph 15 herein, Lender shall give notice to Borrower and the Senior Lien Holder prior to acceleration following Borrower's breach of any covenant or agreement in this Subordinate Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower (and with respect to the Senior Lien Holder, sixty (60) days from the date the notice is given to the Senior Lien Holder), by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Subordinate Security Instrument, foreclosure, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration. If the default is not cured by the Borrower on or before the date specified in the notice and the Senior Lien Holder has not exercised its right to cure the default, then Lender, at its option may require immediate payment in full of all sums secured by this Subordinate Security Instrument without further demand and may foreclose by judicial proceeding and may invoke the power of sale and any other remedies permitted by applicable law. Except as set forth in Paragraph 15 herein, notwithstanding Lender's right to invoke any remedies hereunder, as provided in Paragraph 7 above, the Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien Holder at least sixty (60) days' prior written notice. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorney's fees and the cost of title evidence.

18. Release. Upon payment of all sums secured by this Subordinate Security Instrument, Lender shall release this Subordinate Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Future Appreciation/Shared Equity. The parties acknowledge and agree that the Lender is providing the Loan to the Borrower for the purpose of the use of the Property as affordable homeowner housing and the principal residence for households whose incomes do not exceed one hundred twenty percent (120%) of the area median income ("AMI") as defined by HUD. The parties further acknowledge and agree that the Lender's commitment to lend the amounts secured by this Subordinate Security Instrument was conditioned upon the placement of a deed restriction on the Property that runs with the land for a term of ten (10) years that provides for the sharing of future appreciation in the value of the Property between the Borrower and the Lender, said appreciation being "Program Income" as that term is defined by the federal and state rules and regulations applicable to the Volusia County Homebuyer Assistance Program. As such, in addition to payment of the remaining Principal and interest as set forth elsewhere herein, the parties agree to the following shared equity provisions.

- a. For the purpose of determining future appreciation, the amount of shared equity due to the County, and application of this Paragraph 4, the following definitions shall apply:
- i. Transfer - Any sale, conveyance, assignment or transfer, voluntary, involuntary, or by operation of law or judicial decree, whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, court order, bankruptcy proceedings, mortgage, lien foreclosure, or otherwise, of any interest in the Property, including, but not limited to that which may be secured by a lien or mortgage, a fee simple interest, a joint tenancy, a tenancy in common, a life estate, or a leasehold interest.
 - ii. Approved Final Value – The value of the Property that will be used by the parties to establish the Net Appreciation will be as determined by an arms-length negotiated contract sales price, in the event of a sale, or as determined by a certified appraisal, in the case of any other non-sale transaction. The Lender reserves the right to hire its own independent appraiser, at the Borrower's cost, in the event the Lender deems the appraisal furnished by the Borrower does not accurately reflect the market price, or for any other legitimate concern the Lender may have.
 - iii. Eligible Improvements – Capital improvements in excess of \$1,000 that are documented by receipts and that have been added, installed or affixed to the home or property, not including maintenance costs. Ineligible maintenance costs include, but are not limited to, repairing mechanical systems, replacing carpeting or minor landscaping.
 - iv. Eligible Closing Costs – Those costs that are customarily charged to the seller as part of a real estate sales process. Such items may include, but are not limited to, real estate sales commission, owner's title insurance policy, documentary stamps on the deed, and prorated property taxes.
 - v. Outstanding Liens – Lien for payment of any loan that the Borrower used to acquire and/or improve the Property, but specifically excluding any lien securing the payment of any loan that the Borrower used to draw equity from the Property.
 - vi. Net Appreciation – The amount of Net Appreciation shall be determined by taking the Approved Final Value, less Eligible Closing Costs, less Borrower's initial investment in acquisition of the Property, less any valid Outstanding Liens (including the Lender's lien for payment of the remaining amount of the County's loan from Lender evidenced by this Subordinate Security Instrument), less Eligible Improvements to the Property.
- b. Throughout the shared equity period until the tenth (10th) anniversary of this Note, if the Borrower should transfer the Property, or if the Property ceases to be the principal homestead residence of the Borrower, the Net Appreciation shall be due and payable to the Lender in accordance with the following schedule:
- i. Year 1 until end of 2nd year 100% of Net Appreciation
 - ii. Year 3 until end of 5th year 50% of Net Appreciation
 - iii. Year 6 until end of 10th year 20% of Net Appreciation
- c. The shared equity provisions of Paragraph 19 herein shall terminate on the tenth (10th) anniversary date of this Subordinate Security Instrument, which date shall be «Date 10 years from closing date».

20. The indebtedness evidenced by this Subordinate Security Instrument, and any other financial obligations which may hereafter be imposed on the Borrower by the Lender is

subordinate to the indebtedness evidenced by a Note payable to a senior lender (if any), which Note may be secured by a first mortgage on the Property. In the event the property is sold and there are insufficient proceeds to pay off the remaining amount of the Lender's original loan to the Borrower (as secured by this Subordinate Security Instrument), the proceeds that are available after deducting applicable closing costs, reasonable sales commissions and Borrower's first Mortgage lien will be considered an accord and satisfaction and the Lender will release the obligation of the Borrower set forth in this Subordinate Security Instrument.

21. **Notice to Borrower.** Do not sign this Subordinate Security Instrument if it contains blank spaces. All spaces should be completed before you sign.

- Remainder of Page Intentionally Left Blank -

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and covenants contained in this Subordinate Security Instrument.

Signed, sealed and delivered in the presence of:

Witness Signature (as to Borrower)

Printed Name

Witness Signature (as to Borrower)

Printed Name

Witness Signature (as to Co-Borrower, if applicable)

Printed Name

Witness Signature (as to Co-Borrower, if applicable)

Printed Name

Signature

«Client_Names»

Printed Name

«Purchase_Address», «Purchase_City_State_Zip»

Post Office Address

Co-Signer Signature

«Client_Names»

Printed Name

«Purchase_Address», «Purchase_City_State_Zip»

Post Office Address

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of *[how the individual appeared; check one]* ☐ physical presence or ☐ online notarization

this «Day of Closing» day of «Month of Closing», «Year of Closing», by «Client Names»

Individual identified by:

☐ Personal Knowledge

☐ Satisfactory Evidence, Type _____

Notary Rubber Stamp Seal

Notary Signature

Printed Notary Signature

**COUNTY OF VOLUSIA
HOMEBUYER ASSISTANCE PROGRAM
NOTE**

\$«Loan_amount_in_s»

«Date_of_Closing»

Property Address: «Purchase Address»
 «Purchase City State Zip» (the "Property")

Parcel ID#: «Purchase parcel »

1. BORROWER'S PROMISE TO PAY

For value received, the undersigned ("Borrower") promises to pay the sum of «Loan amount written out» Dollars (\$«Loan amount in s») in U.S. dollars (hereinafter "Principal") to the order of the Lender. The Lender is the County of Volusia, a political subdivision of the State of Florida and located at 121 W. Rich Avenue, DeLand, Florida 32720. The Lender, or anyone who takes this Note by transfer and who is entitled to receive the value as evidenced by this Note may be referred to as the "Lender" or "Note Holder."

2. INTEREST

There will be no interest charged during the life of this loan. However, upon a Borrower Default, any remaining unpaid principal will accrue interest and become due and payable as provided for herein.

3. PAYMENTS

The payments on this loan shall be deferred for so long as the undersigned remains fee simple owner and resides in the Property described herein and maintains the Property in accordance with the terms of this Note and the Subordinate Security Instrument executed of even date herewith ("Subordinate Security Instrument"). The deferred principal amount owing to this obligation shall be forgiven on an annual pro rata basis and in full on the fifteenth (15th) anniversary date of this Note, «Maturity Date» ("Maturity Date"), provided, at such time there exists no uncured default.

The entire un-forgiven principal amount of this Note shall be due and payable if the Borrower sells, rents, refinances (including equity financing) subject to the County of Volusia's Homebuyer Assistance Program Guidelines in effect as of the effective date hereof or if the Property ceases to be the principal/homestead Property of Borrower during the fifteen (15) year term of this Note, or upon a Default as described herein.

The Note Holder shall have the optional right to declare the amount of the total balance hereunder due and forthwith payable in advance of the Maturity Date upon the occurrence of any Event of Default or failure to perform in accordance with any of the terms and conditions set forth in the Subordinate Security Instrument described below.

The indebtedness evidenced by this Note, and any other financial obligations which may hereafter

be imposed on the Borrower by the Lender is subordinate to the indebtedness evidenced by a Note payable to a senior lender (if any), which Note may be secured by a first mortgage on the Property. In the event the Property is sold and there are insufficient proceeds to pay off the remaining amount of the Lender's original loan to the Borrower (as set forth in this Note), the proceeds that are available after deducting applicable closing costs, reasonable sales commissions and Borrower's first Mortgage lien will be considered an accord and satisfaction and the Lender will release the obligation of the Borrower set forth in this Note.

4. FUTURE APPRECIATION/SHARED EQUITY.

The parties acknowledge and agree that the funds provided by the Lender were provided with federal and state grant funds for the purpose of the Borrower purchasing the Property to occupy as their primary residence as affordable homeowner housing for households whose incomes do not exceed one hundred twenty percent (120%) of the area median income ("AMI"). The parties further acknowledge and agree that the Lender's commitment to lend the amounts set forth in this Note was conditioned upon the placement of a deed restriction on the Property that runs with the land for a term of ten (10) years that provides for the sharing of future appreciation in the value of the Property between the Borrower and the Lender, said appreciation being "Program Income" as that term is defined in the applicable federal and state grant rules and regulations. As such, in addition to payment of the remaining Principal and interest as set forth elsewhere herein, the parties agree to the following shared equity provisions.

- a. For the purpose of determining future appreciation, the amount of shared equity due to the County, and application of this Paragraph 4, the following definitions shall apply:
 - i. Transfer - Any sale, conveyance, assignment or transfer, voluntary, involuntary, or by operation of law or judicial decree, whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, court order, bankruptcy proceedings, mortgage, lien foreclosure, or otherwise, of any interest in the Property, including, but not limited to that which may be secured by a lien or mortgage, a fee simple interest, a joint tenancy, a tenancy in common, a life estate, or a leasehold interest.
 - ii. Approved Final Value – The value of the Property that will be used by the parties to establish the Net Appreciation will be as determined by an arms-length negotiated contract sales price, in the event of a sale, or as determined by a certified appraisal, in the case of any other non-sale transaction. The Lender reserves the right to hire its own independent appraiser, at the Borrower's cost, in the event the Lender deems the appraisal furnished by the Borrower does not accurately reflect the market price, or for any other legitimate concern the Lender may have.
 - iii. Eligible Improvements - Capital improvements, in excess of \$1,000 that are documented by receipts and that have been added, installed or affixed to the home or property, not including maintenance costs. In eligible maintenance costs include, but are not limited to, repairing mechanical systems, replacing carpeting or minor landscaping.
 - iv. Eligible Closing Costs – Those costs that are customarily charged to the seller as part of a real estate sales process. Such items may include, but are not limited to, real estate sales commission, owner's title insurance policy, documentary stamps on the deed, and prorated property taxes.
 - v. Outstanding Liens – Lien for payment of any loan that the Borrower used to acquire and/or improve the Property, but specifically excluding any lien securing the payment of any loan that the Borrower used to draw equity from the Property.

- vii. Net Appreciation – The amount of Net Appreciation shall be determined by taking the Approved Final Value, less Eligible Closing Costs, less Borrower's initial investment in acquisition of the Property, less any valid Outstanding Liens (including the Lender's lien for payment of the remaining amount of the County's loan from Lender evidenced by this Note), less Eligible Improvements to the Property.
- b. Throughout the shared equity period until the tenth (10th) anniversary of this Note, if the Borrower should transfer the Property, or any interest therein, or if the Property ceases to be the principal homestead residence of the Borrower, the Net Appreciation shall be due and payable to the Lender in accordance with the following schedule:
 - i. Year 1 until end of 2nd year 100% of Net Appreciation
 - ii. Year 3 until end of 5th year 50% of Net Appreciation
 - iii. Year 6 until end of 10th year 20% of Net Appreciation
- c. The shared equity provisions of Paragraph 4 herein shall terminate on the tenth (10th) anniversary date of this Loan, which date shall be «Date 10 years from closing date».

5. **BORROWER'S RIGHT TO PREPAY**

The Borrower has the right to prepay the balance due on this Note but any such prepayment made prior to the Maturity Date shall not relieve the Borrower of the shared equity provisions referenced herein. A payment of Principal only is known as a "Prepayment." When a Prepayment is made, the undersigned must notify the Note Holder, in writing, that they are doing so. Full Prepayment or partial Prepayments may be made without paying any Prepayment charge. The Note Holder will use all Prepayments to reduce the amount of Principal that is owed under this Note. If a partial Prepayment is made, there will be no change in the Due Date, unless the Note Holder agrees, in writing, to this change.

6. **LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected in connection with this loan exceed the permitted limit, then any sum already collected which exceeded permitted limits shall be credited as a payment of Principal unless the undersigned shall notify the Note Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

7. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) Default

Should the Borrower sell, refinance, rent or otherwise transfer title to the Property, or any interest therein, or if the Property should cease to be the Borrower's principal residence, Borrower shall be considered in default of this Note and the un-forgiven balance amount of the Note will be due to the Note Holder and shall bear interest at the rate of seven percent (7%) per annum from the date of such transfer assignment, sale, refinance, mortgage or other conveyance until paid in full. The Subordinate Security Instrument executed concurrent herewith to secure payment of all sums due on this Note shall remain a lien upon the Property until all amounts due hereunder are paid in full (including any shared appreciation which is or may become due in the future).

(B) No Waiver By Note Holder

The remedies of the Note Holder, as provided herein or in the Subordinate Security Instrument

shall be cumulative and concurrent and may be pursued regularly, successively or together, at the sole discretion of the Note Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of the Note Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Note Holder, and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing as a waiver or release of any subsequent right, remedy or recourse as to a subsequent event. Even if, at a time when the undersigned is in default, the Note Holder does not require immediate payment in full, as described above, the Note Holder will still have the right to do so if a default occurs at a later time.

(C) Payment of Note Holder's Costs and Expenses

In the event the Note is collected by law or through an attorney at law, or under advice therefrom, the Borrower shall pay the Note Holder all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees, which are defined to include, without limitation, all fees incurred in all matters of collection and enforcement, construction and interpretations, before, during and after trial, proceedings and appeals, as well as appearances in reorganization or similar proceedings, and the cost of paraprofessional personnel working under supervision of an attorney.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to the Borrower under this Note will be given and effective by delivering it or by mailing it by first class mail to the undersigned at the Property address noted above.

Any notice that must be given to the Note Holder under this Note will be given and effective by delivering it or by mailing it by first class mail to the Note Holder, at the address stated in Section 1 (or at a different address if the Borrower is given a notice of that different address).

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to perform all of the Borrower's obligations under the Note. Any person, who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of them together. This means that any one of them may be required to pay all of the amounts owed under this Note.

10. WAIVERS

All persons now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives, successors and assigns respectively, hereby (a) expressly waive the rights of presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, and diligence in collection ("Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give Notice to other persons that amounts due have not been paid); (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the Note Holder and further

consent that the collateral security or any part thereof may be released, exchanged, added to or substituted for by the Note Holder, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; (c) agree that the Note Holder, in order to enforce payment of this Note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder. This Note and the instruments securing it have been executed and delivered in, and their terms and provisions are to be governed and construed by the laws of the State of Florida.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Subordinate Mortgage (the "Subordinate Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if the undersigned does not keep the promises which are made in this Note. The Subordinate Security Instrument is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage (if any). The Subordinate Security Instrument further describes how and under what conditions the undersigned may be required to make immediate payment in full of all amounts owed under this Note. The Note Holder may, at its option, require immediate payment in full of all sums secured by the Subordinate Security Instrument. However, this option shall not be exercised by the Note Holder if exercise is prohibited by federal law as of the date of this Instrument. If the Note Holder exercises this option, the Note Holder shall give the Borrower and the Senior Lien Holder prior written notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Subordinate Security Instrument (sixty (60) days for the First Lien Holder). If neither the Borrower nor the First Lien Holder pays these sums prior to expiration of this period, the Note Holder may invoke any remedies permitted by this Note and the Security Instrument without further notice or demand on the Borrower or First Lien Holder.

In the event of foreclosure or deed in lieu of foreclosure of the First Mortgage, or full repayment of this Subordinate Security Instrument, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property, shall automatically have no further force or effect on subsequent owners or purchasers of the Property. Any Person, including his successors and assigns, (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

12. If more than one party shall execute this Note, the term "undersigned," as used herein, shall mean all parties signing this Note and each of them, who shall be jointly and severally obligated hereunder.

In this Note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

13. COPY RECEIVED

Borrower hereby acknowledges receipt of a copy of this instrument.

- Remainder of Page Intentionally Left Blank -

NOTICE TO BORROWER

**Do not sign this Note if it contains blank spaces.
All spaces should be completed before you sign.**

The undersigned have executed this Note on the day and year first above mentioned.

Borrower «Client_Names» (seal)

Date

Borrower «Client_Names» (seal)

Date

Purchase Location

«Purchase_Address»

«Purchase_City_State_Zip»

Amount of Assistance

\$ «Loan_amount_in_s»

Funding Source Used

«Funding_Source_Used»

BUILDING EXTERIOR INSPECTABLE ITEMS

Items to inspect for "Building Exterior" are as follows:

- Doors
- FHEO/Uniform Federal Accessibility Standards (UFAS)
- Fire Escapes
- Foundations
- Lighting
- Roofs
- Walls
- Windows

Doors (Building Exterior)

Means of access to the interior of a building or structure. Doors provide privacy, control passage, maintain security, provide fire and weather resistance. Includes entry to maintenance areas, boiler and mechanical rooms, electrical vaults, storage areas, etc.

Note: This does not include unit doors.

This inspectable item can have the following deficiencies:

- Damaged Frames/Threshold/Lintels/Trim
- Damaged Hardware/Locks
- Damaged Surface (Holes/Paint/Rust/Glass)
- Damaged/Missing Screen/Storm/Security Door
- Deteriorated/Missing Caulking/Seals
- Missing Door

Damaged Frames/Threshold/Lintels/Trim (Doors – Building Exterior)

Deficiency: You see a frame, header, jamb, threshold, lintel, or trim that is warped, split, cracked, or broken.

Note: If you see damage to a door's hardware (locks, hinges, etc.) record this under "Damage Hardware/Locks (Doors – Building Exterior)."

Level of Deficiency:

Level 1: N/A

Level 2: At least 1 door is not functioning or cannot be locked because of damage to the frame, header, jamb, threshold, lintel, or trim.

Level 3: At least 1 entry door or fire/emergency door is not functioning or cannot be locked because of damage to the frame, header, jamb, threshold, lintel, or trim.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Damaged Hardware/Locks (Doors – Building Exterior)

Deficiency: The attachments to a door that provide hinging, hanging, opening, closing, or security are damaged or missing. These include locks, panic hardware, overhead door tracks, springs and pulleys, sliding door tracks and hangers, and door closures.

Note:

1. If a door is designed to have locks, the locks should work.
2. If a door is not designed to have locks, do not record a deficiency for not having a lock.

Level of Deficiency:

Level 1: N/A

Level 2: One door does not function as it should or cannot be locked because of damage to the door's hardware.

Level 3: One door's panic hardware does not function as it should OR One entry door or fire/emergency door does not function as it should or cannot be locked because of damage to the door's hardware.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Health and Safety: Hazards."

Damaged Surface (Holes/Paint/Rust/Glass) (Doors – Building Exterior)

Deficiency: Damage includes holes, peeling/cracking/no paint, broken glass, and significant rust. You see damage to the door surface that:

- May affect either the surface protection or the strength of the door OR - May compromise building security.

Level of Deficiency:

Level 1: N/A

Level 2: One door has a hole or holes with a diameter ranging from ¼ inch to 1 inch.

Level 3: One door has a hole or holes larger than 1 inch in diameter, significant peeling/cracking/no paint, or rust that affects the integrity of the door surface, or broken/missing glass OR One entry door or fire/emergency door has a hole or holes with a diameter ranging from ¼ inch to 1 inch.

Damaged/Missing Screen/Storm/Security Door (Doors – Building Exterior)

Deficiency: You see damage to surfaces, including screens, glass, frames, hardware, and door surfaces.

Level of Deficiency:

Level 1: At least 1 screen door or storm door is damaged or is missing screens or glass, shown by an empty frame or frames.

Level 2: N/A

Level 3: A security door is not functioning or missing. ("Missing" applies only if a security door that should be there is not there.)

Deteriorated/Missing Caulking/Seals (Doors – Building Exterior)

Deficiency: Sealant and stripping designed to resist weather or caulking is missing or deteriorated.

Note: This applies only to entry doors that were designed with seals. If a door shows evidence that a seal was never part of its design, do not record a deficiency.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The seals/caulking is missing on 1 entry door, or they are so damaged that they do not function as they should.

Missing Door (Doors – Building Exterior)

Deficiency: A door is missing.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: A single missing building exterior door.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

FHEO/UFAS (Building Exterior)

This inspectable item can have the following deficiencies:

- Main Entrance Less Than 32" Wide
- Obstructed or Missing Accessibility Route

Main Entrance Less Than 32" Wide (FHEO/UFAS – Building Exterior)

Deficiency: Verify that the main entrance for each building inspected is at least 32" wide, measured from between the face of the door and the opposite door stop.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The distance between the face of the door and the opposite doorstep is not 32" wide.

Obstructed or Missing Accessibility Route (FHEO/UFAS – Building Exterior)

Deficiency: Verify that there is an accessible route to and from the main ground floor entrance for every building inspected. Accessible routes include level surface to the door, ramps, etc.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: There is not an accessible route.

Fire Escapes (Building Exterior)

All buildings must have acceptable fire exits. This includes both stairway access doors and external exits. These can include external fire escapes, fire towers, operable windows on the lower floors with easy access to the ground or a back door opening onto a porch with a stairway leading to the ground.

This inspectable item can have the following deficiencies:

- Blocked Egress/Ladders
- Visibly Missing Components

Blocked Egress/Ladders (Fire Escapes – Building Exterior)

Deficiency: Any part of the fire escape, including ladders, is blocked, limiting or restricting people from exiting.

Note: This includes fire escapes, fire towers, and windows on the ground floor that would be used in an emergency.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: Stored items or other barriers restrict or block people from exiting.

Visibly Missing Components (Fire Escapes – Building Exterior)

Deficiency: You see that any of the components that affect the function of the fire escape are missing.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see that any of the functional components that affect the function of the fire escape, for example, 1 section of a ladder or a railing, is missing.

Foundations (Building Exterior)

Lowest level structural wall or floor responsible for transferring the building's load to the appropriate footings and soil. Materials may include concrete, stone, masonry and wood.

This inspectable item can have the following deficiencies:

- Cracks/Gaps
- Spalling/Exposed Rebar

Cracks/Gaps (Foundations – Building Exterior)

Deficiency: You see a split in the exterior of the lowest structural wall.

Note: Cracks that show evidence of water penetration should be evaluated here.

Level of Deficiency:

Level 1: N/A

Level 2: You see cracks more than 1/8 inch wide by 1/8 inch deep by 6 inches long OR You see large pieces, for example, many bricks, that are separated or missing from the wall or floor.

Level 3: You see large cracks or gaps more than 3/8 inch wide by 3/8 inch deep by 6 inches long, a possible sign of a serious structural problem OR You see cracks that are the full depth of the wall, providing opportunity for water penetration OR You see sections of the wall or floor that are broken apart.

Comment: Level 3: If you have any doubt about the severity of the problem, request an inspection by a structural engineer.

Spalling/Exposed Rebar (Foundations – Building Exterior)

Deficiency: A concrete or masonry wall is flaking, chipping, or crumbling, possibly exposing underlying reinforcing material (rebar).

Level of Deficiency:

Level 1: N/A

Level 2: You see obvious, large spalled area(s) affecting 10% to 50% of any foundation wall.

Level 3: You see obvious, significant spalled area(s) affecting more than 50% of any foundation wall OR You see spalling that exposes any reinforcing material, such as rebar or other.

Comment: Level 3: If you have any doubt about the severity of the problem, request an inspection by a structural engineer.

Lighting (Building Exterior)

System to provide illumination of building exteriors and surrounding grounds. Includes fixtures, lamps, stanchions, poles, supports, and electrical supply that are associated with the building itself.

Broken Fixtures/Bulbs (Lighting – Building Exterior)

Deficiency: Includes broken fixtures and bulbs. This deficiency covers all or part of the lighting associated with the building, including lighting attached to the building used to light the site. If you see lighting that is not directly attached to a specific building, assign it to the nearest building.

Note: If a damaged fixture or bulb presents a safety hazard, rate it as Level 3, and record it manually as a health and safety concern. This includes broken fixtures and bulbs that could fall on pedestrians or could lead to electrocution.

Level of Deficiency:

Level 1: N/A

Level 2: 20% to 50% of the lighting fixtures and bulbs surveyed are broken or missing, but this does not constitute an obvious safety hazard.

Level 3: More than 50% of the lighting fixtures and bulbs surveyed are broken or missing OR The condition constitutes an obvious safety hazard.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Electrical Hazards (Health and Safety)."

Roofs (Building Exterior)

Roof system consists of the structural deck, weathering surface, flashing, parapet, and drainage system. They may be flat or pitched.

This inspectable item can have the following deficiencies:

- Damaged/Clogged Drains
- Damaged Soffits/Fascia
- Damaged Vents
- Damaged/Torn Membrane/Missing Ballast
- Missing/Damaged Components from Downspout/Gutter
- Missing/Damaged Shingles
- Ponding (Roofs)

Damaged/Clogged Drains (Roofs – Building Exterior)

Deficiency: The drainage system does not effectively remove water. Generally, this deficiency applies to flat roofs.

Note:

1. This does not include gutters and downspouts. For these, see "Missing/Damaged Components from Downspout/Gutter (Roofs – Building Exterior)."
2. If there has been measurable precipitation (1/10 inch or more) during the previous 48 hours, consider the impact on the extent of the ponding. Determine that ponding has occurred only when there is clear evidence of a persistent or long-standing problem.

Level of Deficiency:

Level 1: N/A

Level 2: You see debris around or in a drain, but no evidence of ponding OR The drain is damaged or partially clogged with debris, but the drain system still functions and you see no evidence of ponding.

Level 3: The drain is so damaged or clogged with debris that the drain no longer functions, as shown by ponding.

Comment: Level 3: If you have any doubt about the severity of the condition, an inspection by a roofing specialist is recommended.

Damaged Soffits/Fascia/Soffit Vents (Roofs – Building Exterior)

Deficiency: You see damage to soffit, fascia, soffit vents, or associated components that may provide opportunity for water penetration or other damage from natural elements.

Level of Deficiency:

Level 1: You see damage to soffits, fascia or soffit vents, but no obvious opportunities for water penetration.

Level 2: N/A

Level 3: Soffits, fascia or soffit vents that should be there are missing or so damaged that water penetration is visibly possible.

Comment: Level 3: If you have any doubt about the severity of the condition, an inspection by a roofing specialist is recommended.

Damaged Vents (Roofs – Building Exterior)

Deficiency: Damaged vents on or extending through the roof surface or components are damaged or missing. Vents include ridge vents, gable vents, plumbing vents, gas vents, and others.

Note: This does not include exhaust fans on the roof or soffit vents:

- Exhaust fans are covered under "Roof Exhaust System (Building Systems)."
- Soffit vents are covered under "Damaged Soffits/Fascia/Soffit Vents (Roofs –Building Exterior)."

Level of Deficiency:

Level 1: The vents are visibly damaged, but do not present an obvious risk to promote further roof damage.

Level 2: N/A

Level 3: Vents are missing or so visibly damaged that further roof damage is possible.

Damaged/Torn Membrane/Missing Ballast (Roofs – Building Exterior)

Deficiency: In the membrane or flashing, you see damage that is a rip or tear, including punctures, holes, cracks, blistering, and separated seams. PVC, rubber, bitumen, and similar materials are all subject to tears and punctures.

Level of Deficiency:

Level 1: N/A

Level 2: Ballast has shifted and no longer functions as it should.

Level 3: You see signs of damage, as defined above, to the membrane that may result in water penetration.

Comment: Level 3: If the condition warrants further inspection, inspection by a roofing specialist is recommended.

Missing/Damaged Components from Downspout/Gutter (Roofs – Building Exterior)

Deficiency: You see that components of the drainage system, including gutters, leaders, downspouts, splashblocks, and drain openings, are missing or damaged.

Note: This does not include clogged drains. For clogged drains, see "Damaged/Clogged Drains (Roofs – Building Exterior)."

Level of Deficiency:

Level 1: Splashblocks are missing or damaged.

Level 2: You see that drainage system components are missing or damaged, but there is no visible damage to the roof, structure, exterior wall surface, or interior.

Level 3: You see that drainage system components are missing or damaged, causing visible damage to the roof, structure, exterior wall surface, or interior.

Missing/Damaged Shingles (Roofs – Building Exterior)

Deficiency: Shingles are missing or damaged, including cracking, warping, cupping, and other deterioration.

Note: A square is 100 square feet.

Level of Deficiency:

Level 1: Up to 1 square of surface material or shingles is missing or damaged from roof areas you survey.

Level 2: One to 2 squares of surface material or shingles are missing or damaged from surveyed roof areas.

Level 3: More than 2 squares of shingles are missing or damaged from surveyed roofing areas.

Comment: Level 3: If you have any doubt about the severity of the condition, an inspection by a roofing specialist is recommended.

Ponding (Roofs – Building Exterior)

Deficiency: You see evidence of areas of standing water, such as roof depression, mold ring, or effervescence water ring.

Note: If there has been measurable precipitation (1/10 inch or more) during the previous 48 hours, consider the impact on the extent of the ponding. Determine that ponding has occurred only when there is clear evidence of a persistent or long-standing problem.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see evidence of standing water on the roof, causing potential or visible damage to roof surface or underlying materials.

Comment: Level 3: If you have any doubt of the severity of the condition, an inspection by a roofing specialist is recommended.

Walls (Building Exterior)

The exterior enclosure of the building or structure. Materials for construction include concrete, masonry block, brick, stone, wood, glass block. Surface finish materials include metal, wood, vinyl, stucco.

Note: This does not include foundation walls.

This inspectable item can have the following deficiencies:

- Cracks/Gaps
- Damaged Chimneys
- Missing/Damaged Caulking/Mortar
- Missing Pieces/Holes/Spalling
- Stained/Peeling/Needs Paint

Cracks/Gaps (Walls – Building Exterior)

Deficiency: You see a split, separation, or gap in the exterior walls.

Note: If you see both cracks/gaps and missing pieces/holes/spalling, do not record both. If you see both deficiencies, record only 1 of the 2.

Level of Deficiency:

Level 1: N/A

Level 2: You see a crack or gap that is more than 1/8 inch wide by 1/8 inch deep by 6 inches long OR You see pieces, for example, many bricks, that are separated from the wall.

Level 3: You see a large crack or gap that is more than 3/8 inch wide or deep and 6 inches long, possibly a sign of a serious structural problem OR You see a crack or gap that is the full depth of the wall, providing opportunity for water penetration OR You see sections of the wall that are broken apart.

Comment: Level 3: If you have any doubt of the severity of the condition, request an inspection by a structural engineer.

Damaged Chimneys (Walls – Building Exterior)

Deficiency: The chimney, including the part that extends above the roofline, has separated from the wall or has cracks, spalling, missing pieces or broken sections (including chimney caps).

Level of Deficiency:

Level 1: The chimney cap is either visibly loose or damaged.

Level 2: The surface of the chimney shows surface damage on more than 1 piece of wall, for example, a few bricks or a section of siding OR The surface of the chimney has holes that affect an area larger than 4 inches by 4 inches.

Level 3: Part or all of the chimney has visibly separated from the adjacent wall OR There are cracked or fallen pieces or sections OR There is a risk that falling pieces could create a safety hazard.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Missing/Damaged Caulking/Mortar (Walls – Building Exterior)

Deficiency: Caulking designed to resist weather or mortar is missing or deteriorated.

Note: This does not include caulking relative to doors and windows; they are covered in other areas. Address all other caulking here.

Level of Deficiency:

Level 1: Mortar is missing around a single masonry unit OR Deteriorated caulk is confined to less than 12 inches.

Level 2: Mortar is missing around more than 1 contiguous masonry unit OR You see deteriorated caulking in an area longer than 12 inches.

Level 3: N/A

Missing Pieces/Holes/Spalling (Walls – Building Exterior)

Deficiency: You see deterioration of the exterior wall surface, including missing pieces, holes, or spalling. This may also be attributed to:

- Materials that are rotting OR A concrete, stucco, or masonry wall that is flaking, chipping or crumbling.

Level of Deficiency:

Level 1: N/A

Level 2: You see that there is a missing piece, for example, a single brick or section of siding, or a hole larger than ½ inch in diameter OR You see deterioration that affects an area up to 8½ inches by 11 inches.

Level 3: You see deterioration that exposes any reinforcing material (rebar) OR You see more than 1 missing piece, for example, a few bricks or a section of siding, or holes that affect an area larger than 8½ inches by 11 inches OR You see a hole of any size that completely penetrates the exterior wall.

Comment: Level 3: If you have any doubt about the severity of the condition, request an inspection by a structural engineer.

Stained/Peeling/Needs Paint (Walls – Building Exterior)

Deficiency: Paint is cracking, flaking, or otherwise deteriorated. Water damage or related problems have stained the paint.

Note: This does not include walls that are not intended to have paint, such as most brick walls, etc.

Level of Deficiency:

Level 1: You observe that less than 50% of a single building exterior wall is affected.

Level 2: You observe that more than 50% of a single building exterior wall is affected.

Level 3: N/A

Windows (Building Exterior)

Window systems provide light, security, and exclusion of exterior noise, dust, heat, and cold. Frame materials include wood, aluminum, vinyl, etc.

This inspectable item can have the following deficiencies:

- Cracked/Broken/Missing Panes
- Damaged/Missing Screens
- Damaged Sills/Frames/Lintels/Trim
- Missing/Deteriorated Caulking/Seals/Glazing Compound
- Peeling/Needs Paint

Cracked/Broken/Missing Panes (Windows – Building Exterior)

Deficiency: A glass pane is broken, missing, or cracked.

Level of Deficiency:

Level 1: A glass pane is cracked, but you see no sharp edges.

Level 2: N/A

Level 3: A glass pane is missing or broken.

Damaged/Missing Screens (Windows – Building Exterior)

Deficiency: Screens are punctured, torn, otherwise damaged, or missing.

Level of Deficiency:

Level 1: Three or more screens in 1 building are punctured, torn, otherwise damaged, or missing.

Level 2: N/A

Level 3: N/A

Damaged Sills/Frames/Lintels/Trim (Windows – Building Exterior)

Deficiency: Window sills, frames, sash lintels, or trim are damaged by decay, rust, rot, corrosion, or other deterioration.

Note: Damage does not include scratches and cosmetic deficiencies.

Level of Deficiency:

Level 1: You see damage to sills, frames, lintels, or trim, but nothing is missing. The inside of the surrounding wall is not exposed. You see no impact on either the functioning of the window or weather tightness.

Level 2: Sills, frames, lintels, or trim are missing or damaged, exposing the inside of the surrounding walls and compromising its weather tightness.

Level 3: N/A

Missing/Deteriorated Caulking/Seals/Glazing Compound (Windows – Building Exterior)

Deficiency: The caulk, seals or glazing compound that resists weather is missing or deteriorated.

Note:

1. This also includes Thermopane or insulated windows that have failed. 2. Caulk and seals are considered to be deteriorated when 2 or more seals for any window have lost their elasticity. (If the seals crumble and flake when touched, they have lost their elasticity.)

Level of Deficiency:

Level 1: Most of the window shows missing or deteriorated caulk, seals and/or glazing compound, but there is no evidence of damage to the window or surrounding structure.

Level 2: N/A

Level 3: There are missing or deteriorated caulk, seals and/or glazing compound with evidence of leaks or damage to the window or surrounding structure.

Peeling/Needs Paint (Windows – Building Exterior)

Deficiency: Paint covering the window assembly or trim is cracking, flaking, or otherwise failing OR The window assembly or trim is not painted or is exposed to the elements.

Note: This does not include windows that were not intended to be painted.

Level of Deficiency:

Level 1: You see peeling paint or a window that needs paint.

Level 2: N/A

Level 3: N/A

UNIT INSPECTABLE ITEMS

Items to inspect for "Unit" are as follows:

- Bathroom
- Call-for-Aid
- Ceiling
- Doors
- Electrical System
- Floors

- Hot Water Heater
- HVAC System
- Kitchen
- Laundry Area
- Lighting
- Outlets/Switches
- Patio/Porch/Balcony
- Smoke Detector
- Stairs
- Walls
- Windows

Bathroom (Unit)

A room equipped with a water closet or toilet, tub and/or shower, sink, cabinet(s) and/or closet.

This inspectable item can have the following deficiencies:

- Bathroom Cabinets - Damaged/Missing
- Lavatory Sink - Damaged/Missing
- Plumbing - Clogged Drains
- Plumbing - Leaking Faucet/Pipes
- Shower/Tub - Damaged/Missing
- Ventilation/Exhaust System - Inoperable
- Water Closet/Toilet - Damaged/Clogged/Missing

Bathroom Cabinets – Damaged/Missing (Bathroom – Unit)

Deficiency: You see damaged or missing cabinets, vanity tops, drawers, shelves, doors, medicine cabinets, or vanities.

Level of Deficiency:

Level 1: You see damaged or missing cabinets, vanity tops, drawers, shelves, doors, medicine cabinets or vanities that are not functioning as they should for storage or their intended purpose.

Level 2: N/A

Level 3: N/A

Lavatory Sink – Damaged/Missing (Bathroom – Unit)

Deficiency: A basin (sink) is missing or shows signs of deterioration or distress.

Note: If you see the stopper near the sink area, do not record it as a deficiency.

Level of Deficiency:

Level 1: The sink can be used, but you see either of these:

- There are cracks or extensive discoloration in more than 50% of the basin OR A stopper is missing.

Level 2: N/A

Level 3: The sink cannot be used, because the sink or associated hardware is missing or has failed.

Plumbing – Clogged Drains (Bathroom – Unit)

Deficiency: Water does not drain adequately in the shower, tub, or basin (sink).

Level of Deficiency:

Level 1: Water does not drain freely, but the fixtures can be used.

Level 2: N/A

Level 3: The fixtures are not usable, because the drain is completely clogged or shows extensive deterioration.

Plumbing – Leaking Faucet/Pipes (Bathroom – Unit)

Deficiency: You see that a basin, shower, water closet, tub faucet, or associated pipes are leaking water.

Level of Deficiency:

Level 1: You see a leak or drip that is contained by the basin, and the faucet or pipe can be used.

Level 2: N/A

Level 3: You see a steady leak that is adversely affecting the area around it OR The faucet or pipe cannot be used.

Shower/Tub – Damaged/Missing (Bathroom – Unit)

Deficiency: The shower, tub, or components are damaged or missing. This includes associated hardware, such as grab bars, shower doors, etc.

Note:

1. This does not include leaking faucets and pipes.
2. If you see the stopper near the shower/tub area, do not record it as a deficiency.

Level of Deficiency:

Level 1: A stopper is missing.

Level 2: The shower or tub can be used, but you see cracks or extensive discoloration in more than 50% of the basin.

Level 3: The shower or tub cannot be used for any reason. The shower, tub, faucets, drains, or associated hardware is missing or has failed.

Ventilation/Exhaust System – Inoperable (Bathroom – Unit)

Deficiency: The apparatus used to exhaust air has failed.

Note:

1. If a resident has blocked an exhaust fan but it can function properly, do not record this as a deficiency.
2. If a resident has disconnected a fan, consider it functional if it can be immediately reconnected for your inspection.
3. If there was never a bathroom fan, do not record this as a deficiency.

Level of Deficiency:

Level 1: N/A

Level 2: An exhaust fan is not functioning OR A bathroom window cannot be opened.

Level 3: N/A

Water Closet/Toilet – Damaged/Clogged/Missing (Bathroom – Unit)

Deficiency: A water closet/toilet is damaged or missing.

Level of Deficiency:

Level 1: N/A

Level 2: Fixture elements, seat, flush handle, cover etc., are missing or damaged OR The toilet seat is cracked, or the hinge is broken.

Level 3: The bowl is fractured or broken and cannot retain water OR The water closet/toilet is missing OR There is a hazardous condition OR The water closet/toilet cannot be flushed, because of obstruction or another defect.

Call-for-Aid – Inoperable (Unit)

System to summon help. May be visual, audible, or both. May be activated manually or automatically when pre-programmed conditions are met.

Deficiency: The system does not function.

Note: Inspector should verify that the Call-for-Aid only alerts local entities (on-site) prior to testing.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The system does not function.

Ceiling (Unit)

The visible overhead structure lining the inside of a room or area.

This inspectable item can have the following deficiencies:

- Bulging/Buckling
- Holes/Missing Tiles/Panels/Cracks
- Peeling/Needs Paint
- Mold/Mildew/Water Stains/Water Damage

Bulging/Buckling (Ceiling – Unit)

Deficiency: The ceiling is bowed, deflected, sagging, or is no longer aligned horizontally to the extent that ceiling failure is possible.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see bulging, buckling, sagging, or a problem with alignment.

Comment: Level 3: If you as an inspector have concerns about the possibility of failure, inform the property representative that an inspection by a professional engineer is suggested.

Holes/Missing Tiles/Panels/Cracks (Ceiling – Unit)

Deficiency:

- The ceiling surface has punctures that may or may not penetrate completely OR Panels or tiles are missing or damaged.

Level of Deficiency:

Level 1: You see small holes that are no larger than a sheet of paper, 8½ inches by 11 inches OR No hole or crack penetrates the area above OR You see that no more than 3 tiles or panels are missing OR You see a crack more than 1/8 inch wide and 11 inches long.

Level 2: You see a hole that is larger than a sheet of paper, 8½ inches by 11 inches, but it does not penetrate the area above. You cannot see through it OR You see that more than 3 tiles or panels are missing OR You see a crack more than 1/8 inch wide and 11 inches long.

Level 3: You see a hole that penetrates the area above. You can see through it.

Comment: Level 3: If a hole or crack is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Peeling/Needs Paint (Ceiling – Unit)

Deficiency: You see paint that is peeling, cracking, flaking, or otherwise deteriorated OR You see a surface that is not painted.

Level of Deficiency:

Level 1: The affected area is larger than 1 square foot, but smaller than 4 square feet.

Level 2: The affected area is larger than 4 square feet.

Level 3: N/A

Mold/Mildew/Water Stains/Water Damage (Ceiling – Unit)

Deficiency: You see mold or mildew that may have been caused by saturation or surface failure or evidence of water infiltration or other moisture producing conditions.

Level of Deficiency:

Level 1: On 1 ceiling, you see evidence of mold or mildew, such as a darkened area, over a large area (4 square inches to 1 square foot). You may or may not see water.

Level 2: N/A

Level 3: On 1 ceiling, you estimate that a very large area (more than 1 square foot) of its surface has been substantially saturated or damaged by mold or mildew. The ceiling surface may have failed.

Doors (Unit)

Means of access to the interior of a unit, room within the unit, or closet. Doors provide privacy and security, control passage, provide fire and weather resistance.

This inspectable item can have the following deficiencies:

- Damaged Frames/Threshold/Lintels/Trim
- Damaged Hardware/Locks
- Damaged Surface (Holes/Paint/Rust/Glass)
- Damaged/Missing Screen/Storm/Security Door
- Deteriorated/Missing Seals (Entry Only)
- Missing Door

Damaged Frames/Threshold/Lintels/Trim (Doors – Unit)

Deficiency: You see a frame, header, jamb, threshold, lintel, or trim that is warped, split, cracked, or broken.

Note: If you see damage to a door's hardware, (locks, hinges, etc.) record this under "Damage Hardware/Locks (Doors – Unit)."

Level of Deficiency:

Level 1: N/A

Level 2: At least 1 door is not functioning or cannot be locked because of damage to the frame, header, jamb, threshold, lintel, or trim.

Level 3: At least 1 bathroom door or entry door is not functioning or cannot be locked because of damage to the frame, header, jamb, threshold, lintel, or trim.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Damaged Hardware/Locks (Doors – Unit)

Deficiency: The attachments to a door that provide hinging, hanging, opening, closing, surface protection, or security are damaged or missing. These include locks, panic hardware, overhead door tracks, springs and pulleys, sliding door tracks and hangers, and door closures.

Note:

1. If a door is designed to have a lock, the lock should work. If a door is designed without locks, do not record it as a deficiency.
2. If a lock has been removed from an interior door, do not record this as a deficiency.
3. 504 units have had locks removed. Before you start the inspection, you should be given a list of units relative to UFAS. Do not record these missing locks as deficiencies.
4. For public housing, if a lock on a bedroom door is missing or damaged, do not record it as a deficiency.

Level of Deficiency:

Level 1: A closet door does not function as it should because of damage to the door's hardware OR A closet door that requires locking cannot be locked because of damage to the door's hardware.

Level 2: A door, other than a closet door, does not function as it should because of damage to the door's hardware OR A door, other than a closet door, that requires locking cannot be locked because of damage to the door's hardware.

Level 3: A bathroom door or entry door does not function as it should because of damage to the door's hardware OR A bathroom door or entry door that requires locking cannot be locked because of damage to the door's hardware.

Damaged Surface (Holes/Paint/Rust/Glass) (Doors – Unit)

Deficiency: This includes holes, peeling/cracking/no paint, broken glass and significant rust. You see damage to the door surface that:

- May affect either the surface protection or the strength of the door OR May compromise building security.

Note: If the door is a bathroom door or entry door, this is a Level 3 deficiency.

Level of Deficiency:

Level 1: N/A

Level 2: One interior door, not a bathroom or entry door, has a hole or holes with a diameter ranging from ¼ inch to 1 inch.

Level 3: One door has a hole or holes larger than 1 inch in diameter, significant peeling/cracking/no paint, rust that affects the integrity of the door surface, or broken/ missing glass OR If a bathroom door or entry door has Level 2 damage.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Damaged/Missing Screen/Storm/Security Door (Doors – Unit)

Deficiency: You see damage to surfaces, including screens, glass, frames, hardware, and door surfaces.

Level of Deficiency:

Level 1: At least 1 screen door or storm door is damaged or is missing screens or glass, as shown by an empty frame or frames.

Level 2: N/A

Level 3: A security door is not functioning or missing.

Comment: Level 3: "Missing" applies only if a security door that should be there is not there.

Deteriorated/Missing Seals (Entry Only) (Doors – Unit)

Deficiency: The seals and stripping around the entry door(s) to resist weather and fire are damaged or missing.

Note: This defect applies only to entry doors that were designed with seals. If a door shows evidence that a seal was never part of its design, do not record it as a deficiency.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The seals are missing on 1 entry door, or they are so damaged that they do not function as they should.

Missing Door (Doors – Unit)

Deficiency: A door is missing.

Note:

1. If a bathroom or entry door is missing, record this as a Level 3 deficiency.
2. If a bedroom door has been removed to improve access for an elderly or handicapped resident, do not record this as a deficiency.

Level of Deficiency:

Level 1: A door is missing, but it is not a bathroom door or entry door.

Level 2: Two doors or up to 50% of the doors are missing, but they are not bathroom doors or entry doors, and the condition presents no hazard.

Level 3: A bathroom door or entry door is missing OR You estimate that more than 50% of the unit doors, not including bathroom doors and entry doors, are missing.

Electrical System (Unit)

Portion of the unit that safely provides electrical power throughout the building. Includes equipment that provides control, protection, metering, and service.

This inspectable item can have the following deficiency:

- Blocked Access to Electric Panel
- Burnt Breakers
- Evidence of Leaks Corrosion
- Frayed Wiring
- GFI Inoperable
- Missing Breakers/Fuses
- Missing Covers

Blocked Access to Electrical Panel (Electrical System – Unit)

Deficiency: A fixed obstruction or item of sufficient size and weight can delay or prevent access to any panel board switch in an emergency.

Note: If you see an item that is easy to remove, like a picture, do not note this as a deficient.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: One or more fixed item(s) of sufficient size and weight can impede access to the unit's electrical panel during an emergency.

Burnt Breakers (Electrical System – Unit)

Deficiency: Breakers have carbon on the plastic body, or the plastic body is melted and scarred.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see any carbon residue, melted breakers, or arcing scars.

Evidence of Leaks/Corrosion (Electrical System – Unit)

Deficiency: You see liquid stains, rust marks, or other signs of corrosion on electrical enclosures or hardware.

Note: Do not consider surface rust a deficiency if it does not affect the condition of the electrical enclosure.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: Any corrosion that affects the condition of the components that carry electrical current OR Any stains or rust on the interior of electrical enclosures OR Any evidence of water leaks in the enclosure or hardware.

Frayed Wiring (Electrical System – Unit)

Deficiency: You see nicks, abrasions, or fraying of the insulation that expose wires that conduct current.

Note: Do not consider this a deficiency for wires that are not intended to be insulated, such as grounding wires.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see any nicks, abrasions, or fraying of the insulation that expose any conducting wire.

Comment: Level 3: If the condition is a health and safety concern, you must record it manually under "Electrical Hazards (Health and Safety)."

GFI – Inoperable (Electrical System – Unit)

Deficiency: The GFI does not function.

Note: To determine whether the GFI is functioning, you must press the self-test button in the GFI unit.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The GFI does not function.

Comment: Level 3: If this condition is a health and safety concern, you must record it under "Electrical Hazards (Health and Safety)."

Missing Breakers/Fuses (Electrical System – Unit)

Deficiency: In a panel board, main panel board, or other electrical box that contains circuit breakers/fuses, you see an open circuit breaker position that is not appropriately blanked-off.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see an open breaker port.

Missing Covers (Electrical System – Unit)

Deficiency: The cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., with exposed electrical connections.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: A cover is missing, and you see exposed electrical connections.

Floors (Unit)

The visible horizontal surface system within a room or area underfoot; the horizontal division between 2 stories of a structure.

This inspectable item can have the following deficiencies:

- Bulging/Buckling
- Hard Floor Covering Missing/Damaged Flooring/Tiles
- Mold/Mildew/Water Stains/Water Damage
- Peeling/Needs Paint
- Rot/Deteriorated Subfloor
- Soft Floor Covering Damage

Bulging/Buckling (Floors – Unit)

Deficiency: A floor is bowed, deflected, sagging, or is no longer aligned horizontally.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see bulging, buckling, sagging, or a lack of horizontal alignment.

Comment: Level 3: If you have any doubt about the severity of this condition, request an inspection by a structural engineer.

Hard Floor Covering Missing/Damaged Flooring/Tiles (Floors – Unit)

Deficiency: You see that hard flooring, terrazzo, hardwood, ceramic tile, sheet vinyl, vinyl tiles, or other similar flooring material, is missing section(s), or presents a tripping or cutting hazard, associated with but not limited to holes or delamination.

Level of Deficiency:

Level 1: For any single floor surface, you see deficiencies in areas of the floor surface. You estimate that 5% to 10% of the floor is affected, and there are no safety problems.

Level 2: You estimate that 10% to 50% of any single floor surface is affected, but there are no safety problems.

Level 3: You estimate that more than 50% of any single floor surface is affected by Level 1 deficiencies OR The condition causes a safety problem.

Mold/Mildew/Water Stains/Water Damage (Floors – Unit)

Deficiency: You see mold or mildew that may have been caused by saturation or surface failure or evidence of water infiltration or other moisture producing conditions.

Level of Deficiency:

Level 1: N/A

Level 2: On 1 floor, you see evidence of mold or mildew, such as a darkened area, over a large area (4 square inches to 1 square foot). You may or may not see water.

Level 3: On 1 floor, you estimate that a very large area (more than 1 square foot) of its surface has been substantially saturated or damaged by mold or mildew. The floor surface may have failed.

Peeling/Needs Paint (Floors – Unit)

Deficiency: For floors that are painted, you see paint that is peeling, cracking, flaking, or otherwise deteriorated.

Level of Deficiency:

Level 1: The area affected is more than 1 square foot, but less than 4 square feet.

Level 2: The area affected is more than 4 square feet.

Level 3: N/A

Rot/Deteriorated Subfloor (Floors – Unit)

Deficiency: The subfloor has decayed or is decaying.

Note:

1. If there is any doubt, apply weight to detect noticeable deflection.
2. This type of defect typically occurs in kitchens and bathrooms.

Level of Deficiency:

Level 1: N/A

Level 2: You see small areas of rot or spongy flooring that is more than 1 square foot, but less than 4 square feet.

Level 3: You see large areas of rot, more than 4 square feet, and applying weight causes noticeable deflection.

Comment: *Level 3:* If you as an inspector have concerns about the health and safety, inform the property representative that an inspection by a professional engineer is suggested.

Soft Floor Covering Damage (Floors – Unit)

Deficiency: You see damaged and/or missing soft floor covering.

Level of Deficiency:

Level 1: You estimate that only 5% to 10% of any single soft floor covering has stains, surface burns, shallow cuts, small holes, tears, loose areas, or exposed seams. The covering is fully functional, and there is no safety hazard.

Level 2: You estimate that 10% to 50% of any single soft floor covering has burn marks, cuts, tears, holes, or large sections of exposed seams that expose the underlying material. There is no safety hazard.

Level 3: You estimate that more than 50% of any single soft floor covering is damaged OR Damage to the soft floor covering exposes the underlying material.

Comment: Level 3: If this condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Hot Water Heater (Unit)

This inspectable item can have the following deficiencies:

- General Rust/Corrosion
- Inoperable Unit/Components
- Leaking Valves/Tanks/Pipes
- Misaligned Chimney/Ventilation System
- Missing Pressure Relief Valve

General Rust/Corrosion (Hot Water Heater – Unit)

Deficiency: The equipment or associated piping/ducting shows evidence of flaking, oxidation, discoloration, pitting, or crevices.

Level of Deficiency:

Level 1: You see superficial surface rust.

Level 2: You see significant formations of metal oxides, flaking, discoloration, or a pit or crevice.

Level 3: Because of this condition, the equipment or piping does not function.

Inoperable Unit/Components (Hot Water Heater – Unit)

Deficiency: Hot water supply is not available, because the system or system components have malfunctioned.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: After running, water from the hot water taps is not warmer than room temperature.

Leaking Valves/Tanks/Pipes (Hot Water Heater – Unit)

Deficiency: You see water leaking from any hot water system component, including valve flanges, stems, bodies, domestic hot water tank, or its piping.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see water leaking.

Comment: Level 3: If this condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Misaligned Chimney/Ventilation System (Hot Water Heater – Unit)

Deficiency: The exhaust system on a gas fired or oil fired unit is misaligned.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see any misalignment of an exhaust system on a gas fired or oil fired unit that may cause improper or dangerous venting of gases.

Missing Pressure Relief Valve (Hot Water Heater – Unit)

Deficiency: The pressure relief valve on the unit water heating system is missing or does not extend to the floor.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see that the pressure relief valve on the unit water heating system is either missing or does not extend to the floor.

HVAC System (Unit)

System to provide heating, cooling and ventilation to the unit. This does not include building heating or cooling system deficiencies such as boilers, chillers, circulating pumps, distribution lines, fuel supply, etc., **or** occupant owned or supplied heating sources.

This inspectable item can have the following deficiencies:

- Convection/Radiant Heat System Covers Missing/Damaged
- General Rust/Corrosion
- Inoperable
- Misaligned Chimney/Ventilation System
- Noisy/Vibrating/Leaking

Convection/Radiant Heat System Covers Missing/Damaged (HVAC – Unit)

Deficiency: A cover on the convection/radiant heat system is missing or damaged, which could cause a burn or related injury.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: At least 1 cover is missing or substantially damaged, allowing contact with heating/surface elements or associated fans.

Comment: Level 3: When the system is operational during an inspection and you see a Level 3 deficiency, a real-time hazard exists, you must record it manually under "Hazards (Health and Safety)."

General Rust/Corrosion (HVAC – Unit)

Deficiency: You see a component of the system with deterioration from oxidation or corrosion of system parts. Deterioration is defined as rust and/or formations of metal oxides, flaking, or discoloration, or a pit or crevice.

Level of Deficiency:

Level 1: You see deterioration from rust and corrosion on the HVAC units in the dwelling unit. The system still provides enough heating or cooling.

Level 2: N/A

Level 3: N/A

Inoperable (HVAC – Unit)

Deficiency: The heating, cooling, or ventilation system does not function.

Note: If the HVAC system does not operate because of seasonal conditions, do not record this as a deficiency.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The HVAC system does not function; it does not provide the heating or cooling it should. The system does not respond when the controls are engaged.

Comment: Level 3: If this condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Misaligned Chimney/Ventilation System (HVAC – Unit)

Deficiency: The exhaust system on either a gas, oil fired, or coal unit is misaligned.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see any misalignment of an exhaust system on a gas fired, oil fired or coal unit that may cause improper or dangerous venting of gases.

Noisy/Vibrating/Leaking (HVAC – Unit)

Deficiency: The HVAC distribution components, including fans, are the source of unusual vibrations, leaks, or abnormal noise. Examples may include, but are not limited to, screeching, squealing, banging, shaking, etc.

Level of Deficiency:

Level 1: The HVAC system shows signs of abnormal vibrations, other noise, or

leaks when engaged. The system still provides enough heating or cooling to maintain a minimum temperature range in the major living areas.

Level 2: N/A

Level 3: N/A

Kitchen (Unit)

A place where food is cooked or prepared. The facilities and equipment used in preparing and serving food.

This inspectable item can have the following deficiencies:

- Cabinets - Missing/Damaged
- Countertops - Missing/Damaged
- Dishwasher/Garbage Disposal - Inoperable
- Plumbing - Clogged Drains
- Plumbing - Leaking Faucets/Pipes
- Range Hoods/Exhaust Fans - Excessive Grease/Inoperable
- Range/Stove - Missing/Damaged/Inoperable
- Refrigerator - Missing/Damaged/Inoperable
- Sink - Missing/Damaged

Cabinets – Missing/Damaged (Kitchen – Unit)

Deficiency: Cabinets are missing or the laminate is separating. This includes cases, boxes, or pieces of furniture with drawers, shelves, or doors, primarily used for storage, mounted on walls or floors.

Level of Deficiency:

Level 1: N/A

Level 2: You see that 10% to 50% of the cabinets, doors, or shelves are missing or the laminate is separating.

Level 3: You see that more than 50% of the cabinets, doors, or shelves are missing or the laminate is separating.

Countertops – Missing/Damaged (Kitchen – Unit)

Deficiency: A flat work surface in a kitchen often integral to lower cabinet space is missing or deteriorated.

Level of Deficiency:

Level 1: N/A

Level 2: 20% or more of the countertop working surface is missing, deteriorated, or damaged below the laminate and is not a sanitary surface on which to prepare food.

Level 3: N/A

Dishwasher/Garbage Disposal - Inoperable (Kitchen – Unit)

Deficiency: A dishwasher or garbage disposal, if provided, does not function.

Level of Deficiency:

Level 1: N/A

Level 2: The dishwasher or garbage disposal does not function.

Level 3: N/A

Plumbing – Clogged Drains (Kitchen – Unit)

Deficiency: The water does not drain adequately.

Level of Deficiency:

Level 1: The basin does not drain freely.

Level 2: N/A

Level 3: The drain is completely clogged or has suffered extensive deterioration.

Plumbing – Leaking Faucets/Pipes (Kitchen – Unit)

Deficiency: You see that a basin faucet or drain connections leak.

Level of Deficiency:

Level 1: You see a leak or drip that is contained by the basin or pipes, and the faucet is functioning as it should.

Level 2: N/A

Level 3: You see a steady leak that is having an adverse affect on the surrounding area, and the faucet or pipe is not usable.

Range Hood/Exhaust Fans – Excessive Grease/Inoperable (Kitchen – Unit)

Deficiency: The apparatus that draws out cooking exhaust does not function.

Level of Deficiency:

Level 1: An accumulation of dirt, grease or other barrier noticeably reduces the free passage of air.

Level 2: N/A

Level 3: The exhaust fan does not function OR You estimate that the flue may be completely blocked.

Range/Stove – Missing/Damaged/Inoperable (Kitchen – Unit)

Deficiency: The unit is missing or damaged.

Note: Before the inspection starts, you should be given a list of units under UFAS. Do not record these disconnected or partially disconnected ranges/stoves as a deficiency.

Level of Deficiency:

Level 1: The operation of doors or drawers is impeded, but the stove is functioning. On gas ranges, flames are not distributed equally. The pilot light is out on 1 or more burners.

Level 2: One burner is not functioning.

Level 3: The unit is missing OR Two or more burners are not functioning OR The oven is not functioning.

Comment: Level 3: If this condition is a health and safety concern, you must record it manually under "Hazards (Health and Safety)."

Refrigerator – Missing/Damaged/Inoperable (Kitchen – Unit)

Deficiency: The refrigerator is missing or does not cool adequately for the safe storage of food.

Level of Deficiency:

Level 1: The refrigerator has an excessive accumulation of ice OR The seals around the doors are deteriorated.

Level 2: N/A

Level 3: The refrigerator is missing OR The refrigerator does not cool adequately for the safe storage of food.

Sink – Missing/Damaged (Kitchen – Unit)

Deficiency: A sink, faucet, or accessories are missing, damaged or not functioning.

Note: If a stopper is missing, do not record it as a deficiency.

Level of Deficiency:

Level 1: You see extensive discoloration or cracks in 50% or more of the basin, but the sink and hardware can still be used to prepare food.

Level 2: N/A

Level 3: The sink or hardware is either missing or not functioning.

Laundry Area/Room – Dryer Vent Missing/Damaged/Inoperable (Unit)

Place where soiled clothes and linens are washed and/or dried.

Deficiency: Inadequate means is available to vent accumulated heat/lint to the outside. The dryer vent is missing, damaged or inoperable.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: Dryer vent is missing, damaged or is visually determined to be inoperable (blocked). Dryer exhaust is not effectively vented to the outside.

Lighting – Missing/Inoperable (Unit)

System to provide illumination to a room or area. Includes fixtures, lamps, and supporting accessories.

Deficiency: A lighting fixture is missing or does not function as it should. The malfunction may be in the total system or components, excluding light bulbs.

Level of Deficiency:

Level 1: In 1 room in a unit, a permanent lighting fixture is missing or not functioning, and no other switched light source is functioning in the room.

Level 2: In 2 rooms, a permanent lighting fixture is missing or not functioning, and no other switched light source is functioning in the rooms.

Level 3: In more than 2 rooms, a permanent light fixture is missing or not functioning, and no other switched light sources are functioning in the rooms.

Outlets/Switches (Unit)

The receptacle connected to a power supply or method to control the flow of electricity. Includes 2 and 3 prong outlets, ground fault interrupters, pull cords, 2 and 3 pole switches and dimmer switches.

This inspectable item can have the following deficiencies:

- Missing
- Missing/Broken Cover Plates

Missing (Outlets/Switches – Unit)

Deficiency: An outlet, switch or both are missing.

Note: This does not apply to empty junction boxes that were not intended to contain an outlet or switch.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: An outlet, switch or both are missing.

Comment: Level 3: If this condition is a health and safety concern, you must record it manually under "Electrical Hazards (Health and Safety)."

Missing/Broken Cover Plates (Outlets/Switches – Unit)

Deficiency: The flush plate used to cover the opening around a switch or outlet is damaged or missing.

Level of Deficiency:

Level 1: An outlet or switch has a broken cover plate over a junction box, but this does not cause wires to be exposed.

Level 2: N/A

Level 3: A cover plate is missing, which causes wires to be exposed.

Patio/Porch/Balcony – Baluster/Side Railings Damaged (Unit)

Adjoining patio, porch or balcony.

Deficiency: A baluster or side railing on the porch/patio/balcony is loose, damaged or does not function, which limits the safe use of this area.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The baluster or side rails enclosing this area are loose, damaged or missing, limiting the safe use of this area.

Smoke Detector – Missing/Inoperable (Unit)

Sensor to detect the presence of smoke and activate an alarm. May be battery operated or hard-wired to electrical system. May provide visual signal, audible signal or both.

Deficiency: A smoke detector will not activate or is missing.

Note:

1. There must be at least 1 smoke detector on each level.

2. If 2 or more smoke detectors are on the same level in visible proximity, at least 1 of the smoke detectors must function as it should.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: A single smoke detector is missing or does not function as it should.

Stairs (Unit)

Series of 4 or more steps, or flights of steps, joined by landings connecting levels of a unit. Includes supports, frame, treads and handrails.

This inspectable item can have the following deficiencies:

- Broken/Damaged/Missing Steps
- Broken/Missing Hand Railing

Broken/Damaged/Missing Steps (Stairs – Unit)

Deficiency: The horizontal tread or stair surface is damaged or missing.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: A step is broken or missing.

Broken/Missing Hand Railing (Stairs – Unit)

Deficiency: The handrail is damaged or missing.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: The handrail for 4 or more stairs is either missing, damaged, loose or otherwise unusable.

Walls (Unit)

The enclosure of the units and rooms. Materials for construction include concrete, masonry block, brick, wood, glass block, plaster and sheet-rock. Surface finish materials include paint and wall coverings.

This inspectable item can have the following deficiencies:

- Bulging/Buckling
- Damaged
- Damaged/Deteriorated Trim
- Mold/Mildew/Water Stains/Water Damage
- Peeling/Needs Paint

Bulging/Buckling (Walls – Unit)

Deficiency: A wall is bowed, deflected, sagged or is no longer vertically aligned.

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: You see bulging, buckling, sagging, or that the wall is no longer vertically aligned.

Comment: Level 3: If you have any doubt about the severity of the condition, request an inspection by a structural engineer.

Damaged (Walls – Unit)

Deficiency: You see cracks and/or punctures in the wall surface that may or may not penetrate completely. Panels or tiles may be missing or damaged.

Note:

1. This does not include small holes created by hanging pictures, etc.
2. Control joints/construction joints should not be recorded as a deficiency.
3. Cracks that have been repaired or sealed properly are no longer a deficiency.

Level of Deficiency:

Level 1: In a wall, you find a hole, crack, missing tile or panel, or other damage that is between 1 square inch and 8 ½ inches by 11 inches. The hole does not penetrate the adjoining room/area. You cannot see through it to the adjoining area OR You find a crack greater than 1/8 inch wide and at least 11 inches long.

Level 2: In a wall, you find a hole, missing tile or panel, or other damage that is larger than a sheet of paper, 8 ½ inches by 11 inches, and does not penetrate the adjoining room. You cannot see through it to the adjoining area.

Level 3: You find a hole of any size that penetrates an adjoining room. You can see through the hole OR Two or more walls have Level 2 holes.

Comments: Level 3: If a hole or crack is a health and safety concern, you must record it manually under “Hazards (Health and Safety).” If you as an inspector have concerns about the possibility of failure, inform the property representative that an inspection by a professional engineer is suggested.

Damaged/Deteriorated Trim (Walls – Unit)

Deficiency: Cove molding, chair rail, base molding or other decorative trim is damaged or has decayed.

Note: Before the inspection starts, you should be given a list of UFAS buildings/units. For the buildings/units on this list, do not record superficial surface/paint damage caused by wheelchairs, walkers or medical devices as a deficiency.

Level of Deficiency:

Level 1: You see small areas of deterioration in the trim surfaces, and you estimate that 5% to 10% of the wall area is affected.

Level 2: You see large areas of deterioration in the trim surfaces, and you estimate that 10% to 50% of the wall area is affected.

Level 3: You see significant areas of deterioration in the wall surfaces, and you estimate that more than 50% of the wall area is affected.

Mold/Mildew/Water Stains/Water Damage (Walls – Unit)

Deficiency: You see mold or mildew that may have been caused by saturation or surface failure or evidence of water infiltration or other moisture producing conditions.

Level of Deficiency:

Level 1: On 1 wall, you see evidence of mold or mildew, such as a darkened area, over a large area (4 square inches to 1 square foot). You may or may not see water.

Level 2: N/A

Level 3: On 1 wall, you estimate that a very large area (more than 1 square foot) of its surface has been substantially saturated or damaged by mold, or mildew. The wall surface may have failed.

Peeling/Needs Paint (Walls – Unit)

Deficiency: Paint is peeling, cracking, flaking or otherwise deteriorated OR A surface is not painted.

Note: Before the inspection starts, you should be given a list of UFAS buildings/units. For the buildings/items on this list, do not record as deficiencies any superficial surface/paint damage caused by wheelchairs, walkers or medical devices.

Level of Deficiency:

Level 1: The affected area affected is more than 1 square foot but less than 4 square feet.

Level 2: The affected area is more than 4 square feet.

Level 3: N/A

Windows (Unit)

Window systems provide light, security, and exclusion of exterior noise, dust, heat, and cold. Frame materials include wood, aluminum and vinyl.

This inspectable item can have the following deficiencies:

- Cracked/Broken/Missing Panes
- Damages/Missing Screens
- Damaged Sills/Frames/Lintels/Trim
- Inoperable/Not Lockable
- Missing/Deteriorated Caulking/Seals
- Peeling/Needs Paint
- Security Bars Prevent Egress

Cracked/Broken/Missing Panes (Windows – Unit)

Deficiency: A glass pane is cracked, broken or missing from the window sash.

Level of Deficiency:

Level 1: You see a cracked window pane.

Level 2: N/A

Level 3: You see that a window pane is broken or missing from the window sash.

Damaged/Missing Screens (Windows – Unit)

Deficiency: Screens are punctured, torn, otherwise damaged, or missing.

Level of Deficiency:

Level 1: One or more screen(s) in a unit are punctured, torn, otherwise damaged, or missing.

Level 2: N/A

Level 3: N/A

Damaged Sills/Frames/Lintels/Trim (Windows – Unit)

Deficiency: The sill, frames, sash lintels or trim are damaged by decay, rust, rot, corrosion, or other deterioration.

Note: Damage does not include scratches and cosmetic deficiencies.

Level of Deficiency:

Level 1: You see damage to sills, frames, sash lintels or trim, but nothing is missing. The inside of the surrounding wall is not exposed. You see no impact on either the operation or functioning of the window or on its weather tightness.

Level 2: Sills, frames, sash lintels, or trim are missing or damaged enough to expose the inside of the surrounding walls and compromise its weather tightness.

Level 3: N/A

Inoperable/Not Lockable (Windows – Unit)

Deficiency: A window cannot be opened or closed because of damage to the frame, faulty hardware or another cause.

Note:

1. If a window is not designed to lock, do not record this as a deficiency.
2. Windows that are accessible from the outside, for example, a ground level window, must be lockable.

Level of Deficiency:

Level 1: A window is not functioning and can be secured. Other windows in the immediate area are functioning.

Level 2: N/A

Level 3: A window is not functioning, but cannot be secured. In the immediate area, there are no other windows that are functioning properly.

Missing/Deteriorated Caulking/Seals/Glazing Compound (Windows – Unit)

Deficiency: The caulk, seals or glazing compound that resists weather is missing or deteriorated.

Note:

1. This includes Thermopane and insulated windows that have failed.
2. Caulk and seals are considered to be deteriorated when 2 or more seals for any window have lost their elasticity. (If the seals crumble and flake when touched, they have lost their elasticity.)

Level of Deficiency:

Level 1: Most of the window shows missing or deteriorated caulk, seals and/or glazing compound but there is no evidence of damage to the window or surrounding structure.

Level 2: N/A

Level 3: There are missing or deteriorated caulk, seals and/or glazing compound with evidence of leaks or damage to the window or surrounding structure.

Peeling/Needs Paint (Windows – Unit)

Deficiency: Paint covering the window assembly or trim is cracking, flaking or otherwise failing.

Level of Deficiency:

Level 1: You see peeling paint or a window that needs paint.

Level 2: N/A

Level 3: N/A

Security Bars Prevent Egress (Windows – Unit)

Deficiency: Exiting or egress is severely limited or impossible because security bars are damaged or improperly constructed or installed. Security bars that are designed to open should open. If they do not open, record a deficiency.

Note: Inspector should verify that the security bars if opened do not activate an alarm that would alarm or summon outside authorities (police, etc.).

Level of Deficiency:

Level 1: N/A

Level 2: N/A

Level 3: Exiting or egress is severely limited or impossible, because security bars are damaged, improperly constructed/installed, or security bars that are designed to open cannot be readily opened.

**Fair Housing
Means...
Equal housing
opportunities for all!**



**For more
information or to
register a complaint**

For more information or to register a fair housing complaint, please contact the Community Assistance Division Fair Housing Coordinator at the following:

Attention: Lori Brown
121 W. Rich Avenue
DeLand, FL 32720

—
(386) 736-5955

—
LBrown@volusia.org



**Fair Housing
Opens Doors**

It's not an option.
It's the law!



Fair Housing Act

The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions, based on:

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under 18)
- Disability

Federal and state laws protect you against housing discrimination and intimidation within the home.

These laws apply to activities such as:

- Renting
- Buying
- Advertising
- Financing
- Purchasing property
- Insurance
- Building accessible multi-family housing

Harassment of a person pursuing fair housing rights is prohibited.

It may be housing discrimination if...

- You are told the apartment is not available to inspect, but a “for rent” sign is displayed.
- The owner tells you children are allowed only in the ground-floor units.
- You have a service animal and are told “no pets allowed”.
- The landlord explains why another place would be better for you.
- The real estate agent steers you away from the neighborhood you requested.
- Your condo or homeowners association won’t let you make physical modifications to your unit to meet your disability.
- The manager or owner tells you he or she cannot accommodate your particular disability.
- A lender imposes different terms and conditions on a mortgage loan (such as interest rates or application procedures).

What to do if you experience housing discrimination

Keep a written record of all attempted and actual contacts and conversations with the manager, landlord, owner, real estate agent, loan officer, mortgage officer, insurance agent, and others involved.

Keep all documents, including leases, receipts, applications, letters of denial, and other materials related to the discrimination.

Contact:

Community Legal Services of Mid-Florida

Phone: (800) 875- 8785

Website:

<https://clsmf.org/services/housing/fair-housing/>

Florida Commission on Human Relations

Phone: (850) 488-7082

E-mail: fcchrinfo@fchr.myflorida.com

Website: <http://fchr.myflorida.com/fair-housing>

HUD Fair Housing Hotline

Phone: (800) 669-9777

Website:

https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint