



## San Miguel Regional Housing Authority (SMRHA) Down Payment Assistance Program Guidelines

Eligible Borrowers:	Borrowers must be employed within San Miguel County and may not own other real estate at time of closing. The purchased unit must be the borrower's primary residence while the loan is outstanding. <b>This program is not exclusively for first time home buyers; however previous homeowners may be required to demonstrate need.</b>
Service Area:	San Miguel County
Eligible Property:	Single family homes, condominiums, townhomes, duplexes, modular homes or manufactured homes on a permanent foundation taxed as real property located within the Service Area.
Income Threshold:	A household whose purchase is funded with a Conventional, Rural Development or VA mortgage shall have a household income no greater than 150% of the most recently published HUD Area Median Income adjusted for household size for County the property is located in. <i>A household whose purchase is funded by a mortgage insured by FHA shall have a household income no greater than 115% of the most recently published HUD Area Median Income adjusted for household size for the County the property is located in.</i> Income is established by the currently demonstrated income, excluding overtime, shift bonus, commission, bonus income, business interests, investments, monetary gifts, and any other sources of money not identified but that can be accessed by the applicant that have not been earned consistently for the most previous 2-year period with a strong likelihood of continuance.
Loan Amount:	First time home buyers can request 5% of the purchase or \$25,000, whichever is less. Previous homeowners having ownership in the last 3 years may request 5% of the purchase price or \$10,000, whichever is less.
Max. Purchase Price:	\$417,000, adjusted annual to Fannie Mae's maximum purchase price.
Compatible Mortgages:	San Miguel Regional Housing Authority loan may be used in conjunction with any first mortgage product except first mortgages containing a negative amortization feature or a prepayment penalty.
Loan to Value:	Maximum Combined Loan to Value is 105% of purchase price.
Debt Ratio:	Maximum back end ratio of 50%.
Minimum Investment:	Borrower must have a minimum direct transaction investment of a minimum of 3% of the purchase price or \$10,000, whichever is less, from a source acceptable to the primary lender. In no case may the Seller or premium pricing of the mortgage interest rate satisfy this minimum requirement.
Assets:	Borrower may not have verified assets in excess of two times the household income excluding retirement funds.
Repayment:	Principal and interest payments are not required. Payments for less than the full amount of principal, accrued interest and public recording fees are not accepted. The loan will become immediately due upon sale, transfer, refinance, when the home is no longer the primary residence or upon the death of the buyer. Subsequent subordination requests are reviewed on a case by case basis by SMRHA staff and Board.
Use of Funds:	Down payment, closing costs and pre-paid items related to the primary loan. The funds may be used for a construction loan that will roll in to a mortgage loan.
Homebuyer Training:	Required on all loans, as evidenced by a Fannie Mae, Freddie Mac, HUD or CHFA-approved provider.

Term:	Maximum term is 15 years.
Loan Fees:	\$350 Application Fee shall be charged only at the time of loan closing and reflected on the HUD1 Settlement Statement.
Collateral:	Subordinate lien priority on subject real property.
Repayment:	<p>Equity Share Mortgage may be repaid at any time. Repayments will include principal plus a pro rata share of the recognized appreciation (if any) based upon the percentage of the SMRHA equity share to the original purchase price (if SMRHA loan represents 5% of original purchase price, the borrower would repay the original principal balance plus 5% of the equity gain at the time of loan repayment.) At time of pay off request the appreciation of the home is established by appraisal, sales price or satisfactory Comparative Market Analysis. <i>For deed restricted, price capped properties the Equity Share is capped at the maximum appreciation percentage reflected in the deed restriction covenants.</i></p> <p><i>For the sale of homes whose purchase was funded by a mortgage insured by FHA, the calculation of the pro rata share in the appreciation shall permit the borrower(s) to recover at least the original purchase price, sales commission, cost of capital improvements, and any accrued negative amortization if the property was financed with a graduated payment mortgage. Please see page 4 for a list of permitted capital improvements and documentation requirements. This applies only to the sale of the home; refinances and early payoffs do not qualify for the recovery of capital improvements.</i></p>
New Construction:	The initial price calculation for the home in order to determined the appreciation will be based on a maximum per square footage cost of \$310.00, including land costs, unless documentation is provided to SMRHA for staff review and SMRHA Board approval to exceed this calculation (this figure may be adjusted annually). If the construction and land costs are lower than \$310.00 per square foot, the lower figure will be used as an initial price. The SMRHA loan can NOT be used for the purchase of vacant land.
Rate Caps:	Not applicable.
Exceptions Policy:	All aspects of the San Miguel Regional Housing Authority loan eligibility and underwriting criteria are subject to Staff-level authority. Loan terms, pricing and policy exceptions must be approved by SMRHA. Application of these guidelines is at the sole exclusive discretion of SMRHA.

### **Origination Procedures**

Application:	Mortgage loan officer submits Loan File Checklist to Funding Partners, complete with all documentation shown on the form. A loan commitment is usually issued within 48 hours, or less. Any remaining documentation requirements will be detailed.
Processing:	Funding Partners will order title commitment and evidence of hazard insurance. Final loan documents are delivered electronically to loan officer for presentation to borrower. All outstanding items must be cleared prior to funding.
Closing:	FP will deliver closing instructions and loan proceeds direct to title. Wires are sent 24 hours prior to the scheduled closing date, so the loan officer must advise of any schedule changes as soon as possible.

- Fees Collected: The Application Fee of \$350 is collected at closing, in addition to the public recording fee for the deed of trust (4 pages), and will appear on the HUD1 Settlement Statement. All settlement figures should appear on a separate HUD1 Settlement Statement. FP will review and approve the final statement prior to funding. Title insurance is not required for San Miguel Regional Housing Authority loans.
- Requirements: LOAN OFFICERS ARE REQUIRED TO PRESENT ALL SAN MIGUEL REGIONAL HOUSING AUTHORITY DOCUMENTS AT, OR PRIOR TO, CLOSING. Both the borrower and loan officer must execute the Lender Certification form, acknowledging disclosure of all loan terms and contact information.
- Settlement: Borrower may NOT receive any proceeds at the time of settlement regardless of total contribution. Title will be instructed to show any excess proceeds as a principal reduction to FP on the Settlement Statement and return such funds for proper credit. No changes to the SMRHA loan documents or loan amount shown on the HUD1 are permitted.
- Post Closing: The original deed will be recorded by title with all other original SMRHA documents returned to FP via overnight courier.

**For More Information Contact:**

**FUNDING PARTNERS**

**214 S. COLLEGE AVENUE, 2<sup>ND</sup> FLOOR**

**FORT COLLINS, CO 80524**

**(970) 494.2021**

**(970) 494.2022 FAX**

**WWW.FUNDINGPARTNERS.ORG**

**CONNIE EALEY**

**RESIDENTIAL ASSISTANCE COORDINATOR**

**[CONNIE@FUNDINGPARTNERS.ORG](mailto:CONNIE@FUNDINGPARTNERS.ORG)**

## **PERMITTED CAPITAL IMPROVEMENTS**

*For the sale of homes whose purchase was funded by a mortgage insured by FHA*

- 1. The “Permitted Capital Improvements” shall only include the following:**
  - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacements and/or maintenance improvements;
  - b. Improvements for energy and water conservation;
  - c. Improvements for the benefit of seniors and/or handicapped persons;
  - d. Improvements for health and safety protection devices;
  - e. Improvements to add and/or finish permanent/finished storage space;
  - f. Improvements to finish unfinished space;
  - g. Garages;
  - h. The cost of adding decks and any extension thereto;
  - i. Landscaping;
  - j. Repairs or replacements related to structural, major mechanical or roofing deficiencies after any applicable warranty period is expired.
  
- 2. Permanent Capital Improvements shall NOT include the following:**
  - a. Upgrades/replacements of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of the unit;
  - b. Improvements required to repair, replace and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, carpeting and other similar items;
  - c. Upgrades or addition of decorative items, including lights, window coverings, floor coverings and other similar items.
  - d. Jacuzzis, spas, saunas, steam showers and other similar items.

**In order to qualify as Permitted Capital Improvements, the Owner must furnish to the Funding Partners following information with respect to the improvements which the Owner seeks to include in the calculation of Equity Share payoff calculation:**

- a. Original or duplicate receipts to verify the actual costs\* expended by the Owner for the Permitted Capital Improvements; and
- b. Owner’s affidavit verifying that the receipts tendered are valid and correct; and
- c. True and correct copies of any building permit or certificate of occupancy required to be issued by the City or County, as jurisdiction requires, with respect to the Permitted Capital Improvements.

*\*In calculating the Capital Improvement costs, only the Owner’s actual out-of-pocket costs and expenses shall be eligible for inclusion. Such amount shall not include an amount attributable to Owner’s “sweat equity” or to any appreciation in the value of the improvements.*