



My HOME PROGRAM

NOTICE TO SELLER and SELLER'S AFFIDAVIT

_____ (individually or collectively, the "Seller"), the owner(s) of the Property known as _____ (the "Property"), pursuant to a Contract of Sale dated _____ (the "Contract"), between Seller and _____ ("Buyer"), hereby acknowledge(s) and agree(s) as follows:

The following provisions are included in and supersede any conflicting language in the Contract.

The **My HOME** Program is funded by the HOME Investment Partnerships Program, pursuant to 24 CFR Parts 91 and 92, to assist first time home buyers in purchasing properties in certain neighborhoods distressed by the foreclosure crisis. ***The Buyer will be applying for the federal and state funded My HOME Program (My HOME) for home purchase funding assistance in an amount not to exceed (i) \$20,000, for a household with income between 50 - 80% of the area median income, or (ii) \$60,000, for a household with income at or below 50% of the area median income, as applicable.***

Seller hereby certifies and agrees as follows:

1. **General.** Seller understands that Buyer's application for homebuyer assistance under the My HOME Program is subject to approval and compliance with applicable federal, state and local requirements.
2. **Qualifying Zip Codes**
All zip codes within Prince George's County are eligible.
3. **Property Standards**
All properties funded under the *My HOME* Program must pass a Housing Quality Standards (HQS) Inspection. **HQS Inspection deficiencies must be repaired by the Seller prior to closing unless undertaken post-closing as part of the FHA 203K Streamline program.** Once the HQS Inspection is completed, Seller and Borrower will have the following options: (a) Seller shall be responsible for correcting deficiencies; or (b) Borrower shall obtain a FHA 203K Streamline loan to correct deficiencies. If neither (a) nor (b) is selected, the Property becomes ineligible to qualify for the **My HOME** program.
4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act**
This is a voluntary acquisition of property; the Buyer does not have the authority to acquire the Seller's Property by eminent domain, and will not acquire the Property if negotiations fail to result in an amicable agreement.

There are no leases affecting the Property, the Property is either vacant or occupied by the owner of record of the Property, and no tenant has been displaced in anticipation of the purchase and sale of this Property. Seller has not unlawfully evicted a tenant, or failed to renew a lease in

