



# *Help Kansans Unlock Home! First Time Homebuyer Program*

*Real Estate Agent*

*FTHB Program & Inspection Overview*

Kansas Housing Resources Corporation



# *Real Estate Agent Support is Vital*

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- Tell customers about FTHB
- **Provide** assurance and support
  - FTHB is real help!
- **Help** them collect needed documents
- Funds have not been exhausted years
- More than \$700,000 available each year

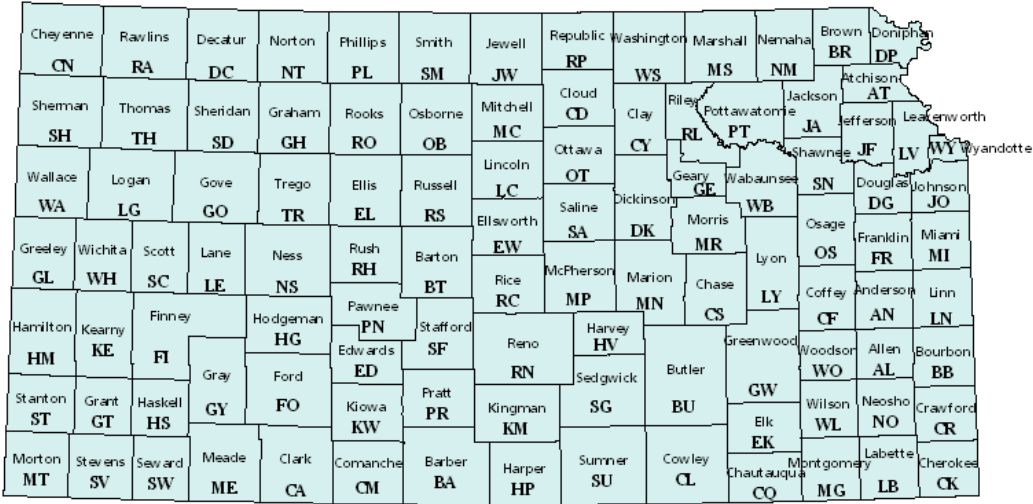
Go the extra step!  
Make a customer for life!

Common Myths or Concerns:

- Inspection (Health & Safety)
- Closing Delay



# HOME Investment Partnerships Program



- Federally funded HOME Program administered by State of Kansas
- Funds are intended to increase homeownership and expand affordable housing.
- Available statewide except areas that receive their own HOME funds (Johnson County or the city limits of Kansas City, Topeka, Lawrence or Wichita)



# Other Kansas Homebuyer Programs

## FHA SINGLE FAMILY MORTGAGE PROGRAMS

FHA's Single Family mortgage programs help prospective homebuyers and current homeowners finance or refinance a home for purchase, renovations or repairs, energy-efficiency improvements, new construction, and more. Learn about the most used mortgage programs that meet the various housing needs of individuals and families across the nation.

### — USDA Rural Development – Single Family Programs

USDA Rural Development's Single Family Housing programs:

- [The Single Family Housing Direct Home Loan Program](#) provides loans directly to families and individuals so they can buy or build homes in rural America.
- [The Single Family Housing Guaranteed Loan Program](#) enables USDA to partner with private lending institutions, backing their loans to help families and individuals buy homes in rural areas.
- [The Home Repair Loan and Grant Program](#) provides loans and grants to help families and individuals repair their homes to make them safer, healthier places to live.



# Homebuyer/Homeowner Services

- + City of Lawrence CDBG Home Purchase Program

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- + City of Lawrence Home Purchase Program

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- + City of Leavenworth CDBG Home Ownership

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- + City of Topeka Opportunity to Own Homebuyer Program

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- + City of Wichita HOMEownership 80 Program

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- + Johnson County Home Rehabilitation

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- + Wyandotte County

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- + Habitat for Humanity Kansas Affiliates

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- + FHA's Single Family Mortgage Programs

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- + Kansas First-Time Homebuyer Savings Accounts



# *First Time Home Buyer (FTHB) Program*

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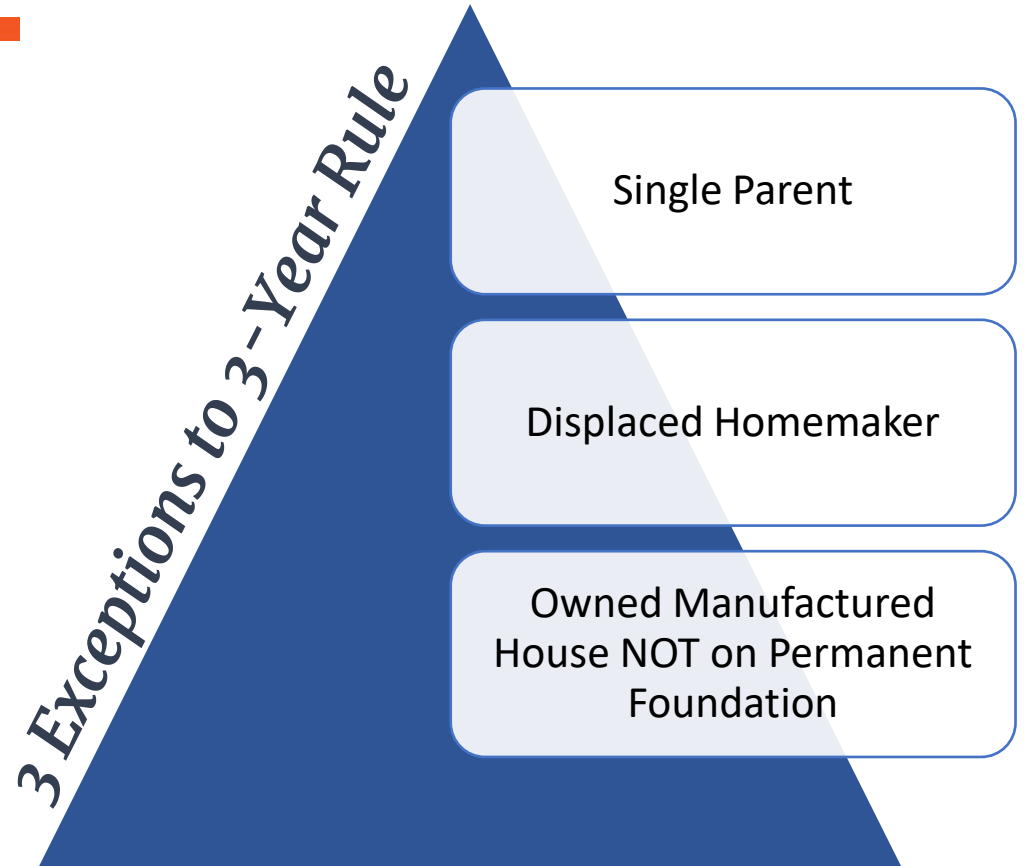
- Down Payment Assistance (DPA) and Closing Costs Assistance
- 0% interest soft second mortgage in the amount of 15 or 20% of the home's purchase price
- If the homebuyer remains in the home for 10 years, the loan is forgiven!
- Homebuyers must make an investment of 1% but no more than 10% of the sale price from their own funds
- This program can be paired with other homebuyer programs.



# Eligible Applicant

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- Household Income at or below [80% of HOME Income Limits](#) (updates each July)
- Must occupy as a principal residence
- Has not owned a home in 3 years



# Eligible Property Types

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- Single Family House
- Condominium or Co-op
- Townhouse
- Manufactured Home (HUD code)
- Modular Home (local code)
- Duplex (one unit, not entire duplex)
- New Construction, only after Certificate for Occupancy issued

Existing Homes

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Attached to Foundation

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Turnkey Ready (No Escrow  
for Repairs)



# Property Standards

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- Maximum Purchase Price Limits by County (updates each July)
- Cannot be in flood zone
  - [A, AE, AH, AO, A99, V and/or VE](#)
- Must not be a rental within last 3 months (to prevent displacement)
  - Unless Tenant is purchasing
- Fee Simple Title - No Contract for Deed
- 5 acres of land or less
- Must pass FTHB inspection prior to closing



# *First Mortgage Loan*

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- Loan must be 30-year fixed rate – No Cash Back at Closing
- Using FHA, VA, USDA Rural Development, Fannie Mae, Freddie Mac or Conventional underwriting guidelines
- Interest rate cannot exceed Freddie Mac by more than .65%
  - Discount points reviewed on case-by-case basis
- Front-End Ratio must be between 15% and 30%
- Debt to Income Ratio must be 45% or less
- KHRC's lien must be in Second Mortgage position
- A Junior-lien or Second Mortgage Policy (Title Insurance) allows KHRC reinsurance that the mortgage is recorded and there is a clean title. Costs vary by company and location but are generally \$125 to \$150.



|                 |              |  |
|-----------------|--------------|--|
| Home Sale Price | \$110,000.00 |  |
| 1%              | \$1,100.00   | Required Down & Maximum Origination Fee      |
| 10%             | \$11,000.00  | Maximum Down Payment (include cash to close) |
| 15%             | \$16,500.00  | Maximum FTHB Assistance                      |
| 20%             | \$22,000.00  | Maximum FTHB Assistance if below 50% AMI     |

|                  |            |                     |
|------------------|------------|---------------------|
| Front End Ratio  | 23.97%     | Between 15% and 30% |
| Monthly Income   | \$2,649.67 |                     |
| Monthly Mortgage | \$635.00   |                     |

|                  |          |             |
|------------------|----------|-------------|
| Back End Ratio   | 31.51%   | Maximum 45% |
| Monthly Debt     | \$200.00 |             |
| Monthly Mortgage | \$635.00 |             |
| Total            | \$835.00 |             |

$$\frac{\text{Monthly Housing Expenses}}{\text{Gross Monthly Income}} \times 100 = \text{Front-end ratio}$$


$$\frac{\text{Monthly Debt}}{\text{Gross Monthly Income}} \times 100 = \text{Back-end ratio}$$


|                              |                    |
|------------------------------|--------------------|
| <b>Layering</b>              |                    |
| Sales Price                  | \$110,000.00       |
| <b>Maximum Joint Subsidy</b> | <b>\$33,000.00</b> |
|                              |                    |
| FTHB                         | \$16,500.00        |
| FHLBank                      | \$15,000.00        |
| <b>Total Subsidy</b>         | <b>\$31,500.00</b> |
| <b>Difference</b>            | <b>\$1,500.00</b>  |
|                              |                    |
| FTHB                         | \$16,500.00        |
| FHLBank                      | \$15,000.00        |
| <b>Total Subsidy</b>         | <b>\$31,500.00</b> |

Cannot Exceed 30% of Sales Price

|                              |                    |
|------------------------------|--------------------|
| <b>Layering</b>              |                    |
| Sales Price                  | \$70,000.00        |
| <b>Maximum Joint Subsidy</b> | <b>\$21,000.00</b> |
|                              |                    |
| FTHB                         | \$10,500.00        |
| FHLBank                      | \$15,000.00        |
| <b>Total Subsidy</b>         | <b>\$25,500.00</b> |
| <b>Difference</b>            | <b>-\$4,500.00</b> |
|                              |                    |
| FTHB                         | \$6,000.00         |
| FHLBank                      | \$15,000.00        |
| <b>Total Subsidy</b>         | <b>\$21,000.00</b> |

Cannot Exceed 30% of Sales Price

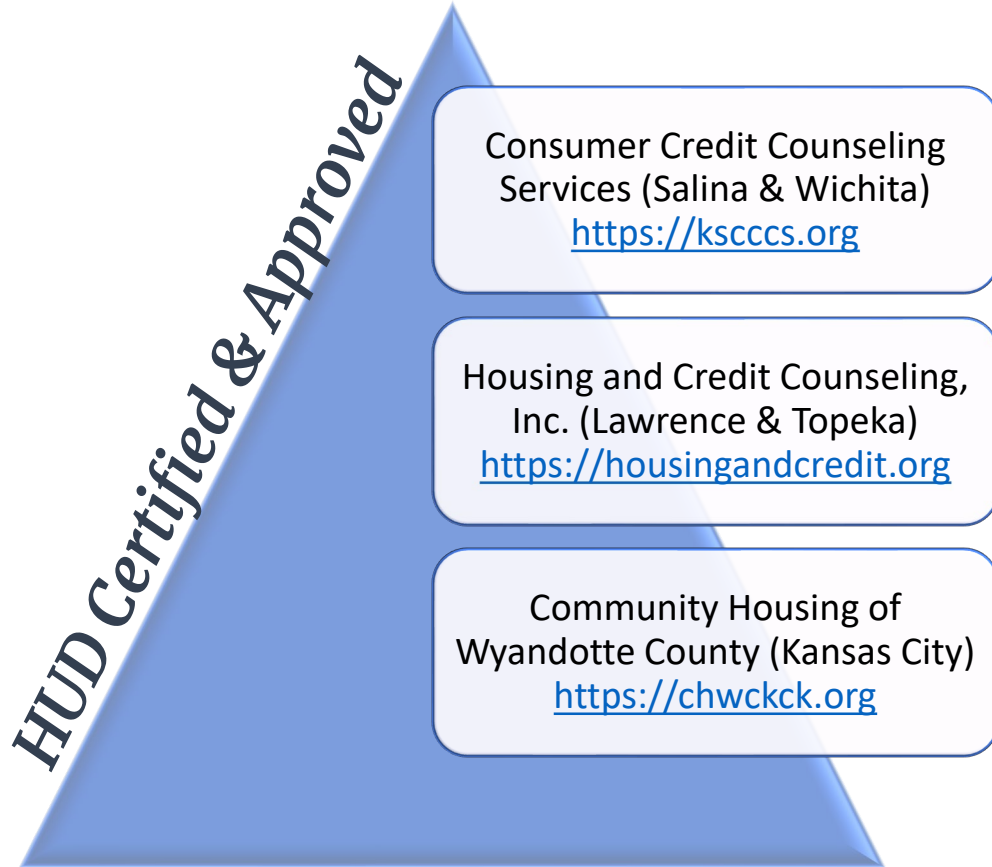
# *Buyer Participation*

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- Minimum 1% (maximum 10%) of Purchase Price Required
- Gifting is allowed, will NOT reduce grant
  - Still requires at least 1% of own funds
- Maximum \$10,000 in Assets (emergency / maintenance funds)
- HUD Homebuyer Counseling Required, cost can count towards 1%
- HUD Homebuyer Education Required, cost can count towards 1%



# HUD Housing Counseling & Education



Information and resources to make informed decisions that support long-term homeownership sustainability.

Certificates of Completion for each:

1. Home Buyer Counseling
2. Homeownership Education

# *Program Requirements*

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- Repayment required if:
  - Sold or no longer occupy the home
  - Refinance with debt consolidation
  - Full repayment required if property becomes rental
- Payoff Request Form Available, on webpage
- Mortgage Subordination Request Available, upon request
- Lien Releases are sent to homeowner to file, at the conclusion of 10-years





**First Time Home Buyer (FTHB) Program**  
Down Payment (DPA) & Closing Cost Assistance  
Soft Second Mortgage - Forgivable After 10 Years  
HOME Investment Partnerships Program

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**Loan Payoff Request**

Send requests to [FTHB@kshousingcorp.org](mailto:FTHB@kshousingcorp.org) or Fax: 785-232-8073.

This notice serves as a request for a payoff for a loan received via the federally funded HOME Investment Partnerships Program administered by the Kansas Housing Resources Corporation.

Homeowner Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Purchase Date: \_\_\_\_\_

Sale/Payoff Date: \_\_\_\_\_

**Amount Charged by Your County to  
Release The Recorded Second Mortgage: \$** \_\_\_\_\_

Reason for Payoff Request: \_\_\_\_\_

\_\_\_\_\_  
Contact Person Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

I hereby grant permission for \_\_\_\_\_ to  
receive this information at the following email \_\_\_\_\_

Name and address KHRC should send the mortgage release documents to for recording:

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Homeowner Date

Signed: \_\_\_\_\_  
Homeowner Date



# Household Income & Maximum Assistance

Below 50% of Income Limits  
Up to 20% of Sale Price



Between  
50% & 80% of Income Limits  
Up to 15% of Sale Price

| County               | HOME Maximum Purchase Price Limits | 1 Person | 2 Person | 3 Person | 4 Person |
|----------------------|------------------------------------|----------|----------|----------|----------|
|                      |                                    | 50% AMI  | 50% AMI  | 50% AMI  | 50% AMI  |
| Ford County, KS      | \$162,000                          | \$29,200 | \$33,350 | \$37,500 | \$41,650 |
| Geary County, KS     | \$143,000                          | \$28,900 | \$33,100 | \$37,250 | \$41,350 |
| Lyon County, KS      | \$143,000                          | \$28,950 | \$33,100 | \$37,250 | \$41,350 |
| McPherson County, KS | \$152,000                          | \$32,500 | \$37,150 | \$41,800 | \$44,400 |

| County               | HOME Maximum Purchase Price Limits | 1 Person | 2 Person | 3 Person | 4 Person |
|----------------------|------------------------------------|----------|----------|----------|----------|
|                      |                                    | 80% AMI  | 80% AMI  | 80% AMI  | 80% AMI  |
| Ford County, KS      | \$162,000                          | \$46,700 | \$53,550 | \$60,000 | \$66,650 |
| Geary County, KS     | \$143,000                          | \$46,350 | \$52,950 | \$59,550 | \$66,150 |
| Lyon County, KS      | \$143,000                          | \$46,350 | \$52,950 | \$59,550 | \$66,150 |
| McPherson County, KS | \$152,000                          | \$51,950 | \$59,400 | \$66,800 | \$74,250 |



# If Under \$15,000 Assistance

If assistance is below \$15,000; half is forgiven at 5-years, with the other half forgiven at 10-years.

Example - \$14,999 Assistance

|         | 1/2 Soft Second Amount | 1/2 Interest Free Mortgage Amount | TOTAL OWED TO KHRC |
|---------|------------------------|-----------------------------------|--------------------|
| Year 1  | \$7,500                | \$7,500                           | \$14,999           |
| Year 2  | \$6,000                | \$7,500                           | \$13,499           |
| Year 3  | \$4,500                | \$7,500                           | \$11,999           |
| Year 4  | \$3,000                | \$7,500                           | \$10,499           |
| Year 5  | \$1,500                | \$7,500                           | \$8,999            |
| Year 6  | \$0                    | \$7,500                           | \$7,500            |
| Year 7  | \$0                    | \$7,500                           | \$7,500            |
| Year 8  | \$0                    | \$7,500                           | \$7,500            |
| Year 9  | \$0                    | \$7,500                           | \$7,500            |
| Year 10 | \$0                    | \$7,500                           | \$7,500            |
| Year 11 | \$0                    | \$0                               | \$0                |



# If Over \$15,000 Assistance

If assistance is above \$15,000; half is forgiven at 10 years, with the other half reducing by a small portion each month over 10 years.

Example is \$20,000 Assistance

|         | <b>1/2 Soft Second Amount</b> | <b>1/2 Interest Free Mortgage Amount</b> | <b>TOTAL OWED TO KHRC</b> |
|---------|-------------------------------|--|---------------------------|
| Year 1  | \$10,000                      | \$10,000                                 | \$20,000                  |
| Year 2  | \$9,000                       | \$10,000                                 | \$19,000                  |
| Year 3  | \$8,000                       | \$10,000                                 | \$18,000                  |
| Year 4  | \$7,000                       | \$10,000                                 | \$17,000                  |
| Year 5  | \$6,000                       | \$10,000                                 | \$16,000                  |
| Year 6  | \$5,000                       | \$10,000                                 | \$15,000                  |
| Year 7  | \$4,000                       | \$10,000                                 | \$14,000                  |
| Year 8  | \$3,000                       | \$10,000                                 | \$13,000                  |
| Year 9  | \$2,000                       | \$10,000                                 | \$12,000                  |
| Year 10 | \$1,000                       | \$10,000                                 | \$11,000                  |
| Year 11 | \$0                           | \$0                                      | \$0                       |



# *Application Process*

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- Lender informs homebuyer of program or
- Real Estate Agent informs homebuyer of program or
  1. Homebuyer contacts participating lender
  2. Loan Approval
- HUD Homebuyer Counseling (preferably early in process)
- HUD Homebuyer Education
  1. Homebuyer locates property
  2. Obtains purchase contract with FTHB Program Contingency
- Lender with homebuyer, completes FTHB application package
- KHRC reviews and reserves funds
- KHRC requests FTHB Inspection (no cost to homeowner or lender)



# *FTHB House Inspection*

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- If inspection passes, closing date is determined
- Lender with homebuyer completes remaining closing package
  
- If inspection fails, repairs can be made at seller's expense
- If seller makes repairs, a reinspection can be requested and completed
  
- If reinspection fails, KHRC could charge lender fee





**First Time Home Buyer (FTHB) Program**  
**Down Payment (DPA) & Closing Cost Assistance**  
**Soft Second Mortgage – Forgivable After 10 Years**  
**HOME Investment Partnerships Program**

**Seller's Inspection Guidelines**

To be given to seller at application.

Potential Buyer(s) \_\_\_\_\_

Property Address \_\_\_\_\_

City \_\_\_\_\_, Kansas, Zip Code \_\_\_\_\_

The dwelling unit and the equipment provided in it must provide decent, safe and sanitary housing in accordance with the Housing Quality Standards as defined in 24CFR, CH. VIII (4-1-90 Edition), Part 882. A copy is available upon written request.

The **Minimum** conditions to be inspected, per HUD Form #52580-A are listed below. Additional requirements may be stipulated by inspector. A Lead-Based Paint Visual Assessment will also be performed.

Visit the following web site for guidance on the paint visual assessment:

<https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>

1. All exterior walking surfaces must be sound and free from hazards. Walking surfaces elevated more than thirty (30) inches above the adjacent surface must be protected by a guard rail or handrail at stairs. Rails shall conform to local code requirements as to construction.
2. Building walls, foundations and roof must be sound, free from hazard and weather tight.
3. There can be no evidence of peeling or flaking paint on exterior or interior painted surfaces, including interior windowsills.
4. The building drainage system, gutters and downspouts must be in operating condition.
5. The building site must be free of debris and free from hazards.
6. All windows and doors in the unit must be in operating condition, sound, free from hazard and weather tight. Windows accessible from the ground must be lockable. All exterior doors must be lockable and have a storm door. All windows required by code or 24CFR must have screens.
7. The heating system for the unit must be in good operating condition and capable of providing adequate heat to all living spaces. Gas systems must be properly vented.
8. The hot water heating system for the unit must be in good operating condition and capable of providing adequate hot water to kitchen and bath spaces. Gas systems must be properly vented. Pressure relief valves and 3/4" overflow pipe 3 to 6 inches from the floor are required on hot water heaters.
9. The plumbing system for the unit must be in good operating condition and capable of providing adequate water to kitchen and bath spaces and removing wastewater to a public or private disposal system. Seller may be required to provide proof of acceptability of local sewage systems and water supply systems.

10. The electrical system for the unit must be in good operating condition, adequately sized to provide adequate service and protected by proper connections, coverings, and grounding.
11. If a stove or refrigerator is included in the sale of the property, the appliances must be present at the time of the inspection and must be in good operating condition. Kitchen areas must provide food storage and preparation areas.
12. Bathroom spaces must have an enclosed toilet space, a bathing space and an operable window or a powered ventilation system.
13. The building must be free from infestation.
14. The building must be free from hazardous materials as defined by Kansas and Federal Standards. A list of such laws is available upon written request.
15. An operable smoke detector must be provided on each occupied level plus the basement area of the unit. Battery operated detectors must have active batteries.
16. At the time of the inspection for these standards, the unit must be ready for occupancy with all utility systems, appliances, and smoke detectors operable. Only one compliance inspection will be made.
17. **Inspections for are non-intrusive, visual inspections only. The KHRC is not, by nature of the inspection process, providing any safety or code compliance assurances to buyer or seller or confirmation of building materials, quality or integrity of construction or confirmation of any warranty issues, express or implied. It is recommended that the buyer obtain inspections from authorities or licensed contractors if such assurances are suggested by the condition or age of the property or equipment being provided by the seller.**  
  
**Further, the inspection is NOT a warranty to the borrower(s), the seller(s) or any other person(s).**
18. Any other conditions that would constitute decent, safe and sanitary housing.
19. The unit has not been occupied by a tenant (for an agreed upon amount or without charge, regardless of a written agreement) other than the Purchaser during the three (3) month period preceding the date of the purchase contract.

By signing below, the seller indicates that he has received and understood the conditions required and outlined by these guidelines. Further, by signing below, the seller or seller's agent indicates that the residence meets or will meet all of the standard requirements stated above prior to closing.  
  
The seller has 30 days to make any necessary repairs, at their expense. The seller may be charged for any re-inspection of the home if any of the above items fail the second inspection.

Blue Ink or e-signature

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_



**First Time Home Buyer (FTHB) Program**  
Down Payment (DPA) & Closing Cost Assistance  
Soft Second Mortgage - Forgivable After 10 Years  
HOME Investment Partnerships Program

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**Inspection Disclaimer**

The Kansas Housing Resources Corporation (KHRC) HOME First Time Homebuyers Program conducts an inspection of subject properties. This inspection is solely intended for the purpose of complying with the U.S. Department of Housing and Urban Development, HOME Investment Partnerships Program requirements.

**The inspection is not intended to be a substitute for mechanical, electrical, plumbing, and structural inspections by qualified inspectors in these fields. KHRC strongly encourages homebuyers to hire independent inspectors to conduct these important inspections.**

By my/our signature below, I/We understand that it is recommended that an independent inspector be hired to verify the prospective home's mechanical, electrical, plumbing, termite damage, and structural soundness.

I/We understand that the Kansas Housing Resources Corporation is not liable for such defects, identified or unidentified, in the property that I am purchasing with the assistance of the HOME First Time Homebuyer Program.

Blue ink or e-signature:

Homebuyer \_\_\_\_\_ Date \_\_\_\_\_

Homebuyer \_\_\_\_\_ Date \_\_\_\_\_

**Kansas Housing Resources Corporation (KHRC)**

611 S Kansas Ave, Suite 300

Topeka, KS 66603

[FTHB@kshousingcorp.org](mailto:FTHB@kshousingcorp.org)

785-217-2044

<https://kshousingcorp.org/first-time-homebuyer>



**First Time Home Buyer (FTHB) Program**  
Down Payment (DPA) & Closing Cost Assistance  
Soft Second Mortgage – Forgivable After 10 Years  
HOME Investment Partnerships Program

**Inspection Request Form & Package Cover Form**

Date Application Emailed or Faxed \_\_\_\_\_ Date of Reinspection \_\_\_\_\_

| # of Pages:  | From    |
|--|---------|
| To: Marilyn Stanley  | Lender: |
| Dept: KHRC – FTHB Program  | Phone:  |
| <a href="mailto:FTHB@kshousingcorp.org">FTHB@kshousingcorp.org</a> | Email:  |
| Fax: 785-232-8073 (email preferred)                                | Fax:    |

\_\_\_\_\_  
Name of Homebuyer(s) (last, first, middle initial)

\_\_\_\_\_  
Street Address of Property to be Purchased

\_\_\_\_\_  
City County Zip

\_\_\_\_\_  
Contact Person for Scheduling Inspection Email Phone

**FOR STATE AGENCY/INSPECTOR USE ONLY**

Date sent to Inspector \_\_\_\_\_ Inspection Agency \_\_\_\_\_

Email \_\_\_\_\_ File Number \_\_\_\_\_

Date Contact Person Contacted \_\_\_\_\_

Date Inspection Scheduled \_\_\_\_\_

Inspector \_\_\_\_\_ Inspection - Pass \_\_\_\_\_ Fail \_\_\_\_\_

**Kansas Housing Resources Corporation (KHRC)**  
611 S Kansas Ave, Suite 300  
Topeka, KS 66603  
[FTHB@kshousingcorp.org](mailto:FTHB@kshousingcorp.org)  
785-217-2044  
<https://kshousingcorp.org/first-time-homebuyer>





# *FTHB Inspections*

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- Decent, safe, sanitary, and in good repair.
- FT HB's inspection is not intended to be a substitute for mechanical, electrical, plumbing and structural inspections by qualified inspectors in those fields.
- KHRC's FT HB program pays for the initial inspection and reinspection.
- Disclaimers must be completed by both the seller and buyer understanding this and informing them the FT HB inspection does not take the place of a whole home inspection, which is encouraged.
- 44% of homes passed inspection without repairs last fiscal year
  - 2 homes failed due to lead paint and could not progress further with FT HB



# *FTHB Visual Paint Assessment*

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- The HUD regulation defines deteriorated paint as: "Any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.
  - Substrate means the material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.
- HUD has identified size thresholds for how the repairs must be made, these thresholds are known as de minimis levels. It is important to note that de minimis levels control how a repair must be made, not whether the repair is made. If deteriorated paint is identified, it must be repaired.



# *FTHB Visual Paint Assessment*

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- If more than ten percent (10%) of the total surface area of an interior or exterior type of component with a small surface area is deteriorated, the de minimis level has been exceeded. Examples would be window sills, baseboards, and trim.
- The de minimis level is 20 square feet for exterior surfaces. This means a total of 20 square feet on all the exterior surfaces, this includes outbuildings, fences, and play equipment attached to the land and belonging to the owner, twenty square feet is a square about 4 feet 6 inches on each side.
- The de minimis level is two square feet in any one interior room. This means a total of 2 square feet of deteriorated paint on the floors, walls, and ceiling in the room, two square feet is a square about 17 inches on each side.
- If all of the deteriorated paint on all of the building components is larger than the square, safe work practices and clearance must be performed.

Lead Paint Visualization Training available at

<https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>.



# *FTHB Inspection Variances*

## Roof

- Not leaking, but shingles missing, severely curled, or deteriorated – REPAIR or REPLACE

## Windows

- Large cracks, even though no cutting hazard - REPAIR
- All operable windows will open and have screens without tears or holes
- All operable windows must have locks

## Doors

- All exit doors must have a storm door, exceptions on case-by-case basis.

## Walls and Ceilings

- Interior walls - holes larger than 1" X 1" - REPAIR
- Exterior walls - all holes - REPAIR
- Any nail, tack, or pin holes are not repaired unless excessive in an area and has created severe wall damage



↑  
**1 inch**  
↓

← **1 inch** →

# *FTHB Inspection Variances*

## Kitchen Appliances

Any appliance remaining in the property must meet Uniform Physical Condition Standards (UPCS).

If the homebuyer will supply its own appliances at a later date – no UPCS violation.

## Electrical

All light fixtures complete and unbroken

All outlets work in each room

At least one outlet in the bathroom, regardless of if there is a permanent light

Any outlets replaced or installed within six (6') feet from a water source must be GFCI



## Exterior Conditions

All structures on the property must meet minimum HQS

All structures on the property must not have any chipping or peeling paint as described:

<https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>



# Recent Inspection Electrical Issues

- Multiple three-pronged Receptacles in the living room, first floor bedroom, west bedroom upstairs, and basement are OPEN GROUND. These need switched back to a two-prong outlet or switched to a GFCI labeled “No Equipment” or you can switch out the breakers and install new GFCI Breakers.
- Outlet in upstairs bathroom is not working. Trouble shoot and repair.
- One port in the breaker box needs a cover.
- Electrical junction box with no cover. Install cover on junction box.
- Outlets have open grounds, properly ground electrical wiring.
- Panel box needs proper cover, no access to breakers without exposing wiring, properly cover.
- Install missing Lamp covers and/or bulbs.
- Install missing or broken switch and plug covers.
- GFCI near toilet does not trip, repair/replace.



# *Recent Inspection Exterior Issues*

- There is sporadic peeling paint on the large window on the north side of the home. As the peeling paint does not exceed the DeMinimis level, you may remove all peeling/loose paint from the structure and the ground below the structure then cover with two coats of non lead based paint.
- Replace or repair numerous holes in vinyl siding to prevent water penetration.
- All exterior wood shall be sealed and painted.
- Piece of siding missing on the back of the house. Install a new piece.
- Windows
- Bedroom and living room windows need sash locks. Make sure all windows in the house operate as designed. (multiple won't open, need paint cut)
- Large crack in foundation, repair.
- Need a new storm door for front door. South back storm door needs new glass installed.
- Handrails must be present where there are consecutive steps. Install handrail on the front sidewalk.
- Repair and reinstall missing or damaged window screens.



# *Recent Inspection Interior Issues*

- No Smoke Detectors or non-working Smoke Detectors. Install smoke detectors and make sure works properly upon reinspection.
- Repair or replace nonworking bath fan.
- Repair holes in walls where baseboards were removed leaving holes into walls.
- Carbon Monoxide Detector not present – install carbon monoxide detector.
- Double key deadbolt lock present on exit door, replace with non-double deadbolt lock.
- Weatherstripping falling off kitchen door, replace.
- Laundry room walls and ceiling in need of repair
- Kitchen screen only halfway, need full screen.
- Front storm door, no screen on lower half.
- Living room and kitchen have nail holes in wall, repair.
- Handrails must be present where there are consecutive steps. Install handrail for the basement stairs.





**Kansas Housing Resources Corporation (KHRC) - First Time Homebuyer (FTHB) Program  
Uniform Physical Condition Standards (UPCS) Inspectable Items & Results Report**

|                          |  |
|--------------------------|--|
| <b>Homebuyer(s):</b>     |  |
| <b>Property Address:</b> |  |

|  |   |
|--|---|
| <b>Location, Violation and Remedy Summary (if applicable):</b> | <b>Complete Upon Reinspection<br/>(if applicable)</b> |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
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***Introduction***

Existing housing that is acquired for down payment and closing cost assistance must be decent, safe, sanitary, and in good repair. At minimum, the standards must provide that the housing meets all applicable State and local housing quality standards and code requirements and the housing does not contain the specific deficiencies proscribed by HUD based on the applicable inspectable items and inspected areas in HUD-prescribed physical inspection procedures (Uniform Physical Condition Standards) issued pursuant to 24 CFR 5.705. The participating jurisdiction must inspect the housing and document this compliance based upon an inspection that is conducted no earlier than 90 days before the commitment of HOME assistance. If the housing does not meet these standards, the housing must be rehabilitated to meet the standards of this paragraph (c)(3) or it cannot be acquired with HOME funds.

***Disclaimer***

The State of Kansas HOME First Time Homebuyer Program conducts a UPCS inspection on subject properties. FTHB's inspection is not intended to be a substitute for mechanical, electrical, plumbing and structural inspections by qualified inspectors in those fields.

***Visual Paint Assessment***

The HUD regulation defines deteriorated paint as: "Any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate. Substrate means the material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal. HUD has identified size thresholds for how the repairs must be made, these thresholds are known as de minimis levels. It is important to note that de minimis levels control how a repair must be made, not whether the repair is made. As always, if deteriorated paint is identified, it must be repaired. If more than ten percent (10%) of the total surface area of an interior or exterior type of component with a small surface area is deteriorated, the de minimis level has been exceeded. Examples would be window sills, baseboards, and trim. The de minimis level is 20 square feet for exterior surfaces. This means a total of 20 square feet on all the exterior surfaces, this includes outbuildings, fences, and play equipment attached to the land and belonging to the owner, twenty square feet is a square about 4 feet 6 inches on each side. The de minimis level is two square feet in any one interior room. This means a total of 2 square feet of deteriorated paint on the floors, walls, and ceiling in the room, two square feet is a square about 17 inches on each side. If all of the deteriorated paint on all of the building components is larger than the square, safe work practices and clearance must be performed. Lead Paint Visualization Training available at <https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>.

***Visual Paint Assessment***

|   | <b>Complete</b> | <b>Comments</b> |
|---|-----------------|-----------------|
| Passed Visual Paint Assessment - No deteriorated paint found  |                 |                 |
| Failed Visual Paint Assessment, deteriorated paint found, but below the De Minimus level. Work can be completed by the home owner using safe work practices.  |                 |                 |
| Failed Visual Paint Assessment, deteriorated paint found, above the De Minimus level. Work must be completed by a trained and certified lead paint professional. Since the First Time Homebuyer Program is an acquisition program, Subpart X of 24 CFR 35, 1000 lead paint regulations apply. Whole unit clearance is required. |                 |                 |



| <i>Inspectable Item</i>   | <i>Area of Inspection</i>                                     | <i>Observed Deficiency</i>   | <i>Inspection Criteria</i>  | <i>Pass</i> | <i>Fail</i> | <i>Comments</i> |
|---|---|--|---|-------------|-------------|-----------------|
| <b>Health, Safety and Life Threatening Conditions - All Areas</b> |   |  |   |             |             |                 |
| Air Quality   | Sewer odors   | Sewer odors, any   | DWV must intact, free of obstructions, and <u>must drain and vent properly.</u>   |             |             |                 |
|   | Mold and/or mildew  | Evidence of mold or mildew   | Interior surfaces must be free of mold, mildew, or moist conditions which are <u>conducive to the growth of such.</u>   |             |             |                 |
|   | Air Quality - Fire Hazard - Propane/Natural Gas/Methane Gas   | Propane, natural gas or methane leaks or odors detected that could pose a risk of explosion/ fire and/or health risk from <u>inhalation</u>                  | Gas lines and appliances must be inspected for leaks or potential leaks, and corrected by a licensed professional   |             |             |                 |
| Electrical  | Electrical Hazards - Exposed Wires/Open Panels                | Exposed bare wires or openings in electrical panels  | Electrical hazards must be identified for correction  |             |             |                 |
|   | Missing/Broken Cover Plates                                   | An outlet, switch or box has a broken cover plate , or the cover plate is missing or not <u>fitting correctly</u>  | Outlets, switches and boxes must have intact covers that are appropriate to each fixture.   |             |             |                 |
|   | Electrical Hazards - Water Leaks on/near Electrical Equipment | Any water leaking, puddling or ponding on or immediately near any electrical apparatus   | Electrical system shall be inspected for proximity to water sources, including leaking <u>pipes or infiltration</u>   |             |             |                 |
| Fire Safety and Flammables  | Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable  | An exit which is not accessible or easily usable because a door or window is nailed shut, lock or hardware is inoperable, or other <u>obstructions exist</u> | Fire exits including egress windows shall be determined to be clear, usable, and accessible   |             |             |                 |
|   | Smoke Detector - Missing/Inoperable                           | Operable smoke detectors required in each bedroom or sleeping area, outside of sleeping rooms, and on each level of the common <u>living area.</u>           | Smoke detectors must be present and operable in aforementioned areas, and in other locations as required by applicable state <u>or local requirements.</u>  |             |             |                 |
|   | Misaligned Chimney/Ventilation System                         | Misalignment of an exhaust system on a combustion fuel-fired unit (oil, natural gas, propane, wood pellets etc.) that causes improper venting of gases       | Ventilation of exhaust gases from combustion appliances must be in conformance with local codes and manufacturer specifications, and must provide positive ventilation of such gases from the building. |             |             |                 |
| Other Hazards   | Hazards - Sharp Edges   | Any physical defect that could cause cutting or breaking of human skin or other bodily harm  | Site and buildings shall be free of hazards involving sharp edges, such as exposed rebar or other metal, broken glass, etc.   |             |             |                 |
| Other Hazards   | Hazards - Tripping  | Any significant physical defect in walkways or other travelled area that poses a tripping risk   | Primary route to house shall be safe and free of unnecessary obstructions or trip hazards   |             |             |                 |
| Pool or other areas   | Fencing - Damaged/Not Intact                                  | Any damage that could compromise the <u>integrity of the fence</u>   | If present, pool areas must be securely fenced <u>and lockable</u>  |             |             |                 |
| Pests   | Infestation - Insects   | Evidence of infestation of insects-including roaches and ants  | The property shall be free of infestations or conditions which might create or harbor <u>infestations</u>   |             |             |                 |

| <i>Inspectable Item</i> | <i>Area of Inspection</i>                            | <i>Observed Deficiency</i>   | <i>Inspection Criteria</i>   | Pass | Fail | Comments |
|-------------------------|--|--|--|------|------|----------|
| Walls                   | Missing/Damaged Caulking/Mortar                      | Exterior wall caulking or mortar deterioration that presents a risk of water penetration or risk of structural damage      | Caulking or mortar shall be intact with no cracking or other significant deterioration, and shall function as designed.                                |      |      |          |
| Walls                   | Missing Pieces/Holes/Spalling                        | Any exterior wall deterioration or holes of any size that present a risk of water penetration or risk of structural damage | Wall surfaces shall be provide an unbroken barrier from external elements.   |      |      |          |
| Walls                   | Peeling/Needs Paint                                  | Exterior paint is peeling or missing and siding surface is exposed, exposing siding to water penetration and deterioration | Exterior wall finish shall provide a barrier to exposure from water penetration.   |      |      |          |
| <b>Windows</b>          | Broken/Missing/Cracked Panes                         | Any missing panes of glass or cracked panes of glass   | Windows shall be intact and weathertight.  |      |      |          |
| Windows                 | Damaged Sills/Frames/Lintels/Trim                    | Sills, frames, lintels, or trim are missing or damaged   | Window components shall be intact and undamaged.   |      |      |          |
| Windows                 | Damaged/Missing Screens                              | Missing screens or screens with holes greater than 1 inch by 1 inch or tears greater than 2 inches in length               | Operable windows designed to have removable screens or storm windows with screens shall have screens that are free of significant rust, holes or tears |      |      |          |
| Windows                 | Missing/Deteriorated Caulking/Seals/Glazing Compound | There are missing or deteriorated caulk or seals--with evidence of leaks or damage to the window or surrounding structure  | Caulking, glazing and mechanical seals shall be intact and function as designed.   |      |      |          |
| Windows                 | Windows - Inoperable/Not Lockable                    | Any window that is not functioning or cannot be secured because lock is broken   | Windows shall be secure, shall operate as designed without undue effort, and shall be lockable from the inside.  |      |      |          |
| <b>Building Systems</b> |  |  |  |      |      |          |
| Domestic Water          | Leaking Central Water Supply                         | Leaking water from water supply line is observed   | Identify any evidence of leaking between water main/meter and house entrance   |      |      |          |
| Domestic Water          | Rust/Corrosion on Heater Chimney                     | The water heater chimney shows evidence of deterioration that may allow toxic gases to leak from the chimney               | Gas water heaters must have intact functioning vent system to completely exhaust combustion gases to the exterior of the building                      |      |      |          |
| Domestic Water          | Plumbing - Leaking Faucet/Pipes                      | Any leaking pipes, faucets or fixtures   | All plumbing shall be intact and functioning with no leaks or evidence of temporary or inadequate repairs  |      |      |          |
| Domestic Water          | Water Supply Inoperable                              | There is no running water in any area of the building where there should be  | Water supply must provide adequate water pressure to all fixtures  |      |      |          |
| <b>DWV/Sanitary</b>     | Broken/Leaking/Clogged Pipes or Drains               | Evidence of active leaks in or around the system components or evidence of standing water, puddles or ponding              | Inspect and identify   |      |      |          |
| DWV/Sanitary            | Plumbing - Clogged Drains                            | Drain is completely or partially clogged or deteriorated   | Inspect and identify   |      |      |          |
| DWV/Sanitary            | Missing Drain/Cleanout/Manhole Covers                | A protective cover is missing  | Cleanouts or other access points must have intact covers   |      |      |          |

| <i>Inspectable Item</i> | <i>Area of Inspection</i>                       | <i>Observed Deficiency</i>  | <i>Inspection Criteria</i>   | Pass | Fail | Comments |
|-------------------------|---|---|--|------|------|----------|
| Hot Water Heater        | Misaligned Chimney/Ventilation System           | Any misalignment that may cause improper or dangerous venting of gases  | Ventilation of exhaust gases must be in conformance with local codes and manufacturer specifications, and must provide positive ventilation from the building. |      |      |          |
| Hot Water Heater        | Inoperable Unit/Components                      | Water temperature does not reach approximately 120 degrees at the taps  | Activate the water heater, if in standby mode, and check for adequate temp after it has had <u>time to heat</u>  |      |      |          |
| Hot Water Heater        | Leaking Valves/Tanks/Pipes                      | Evidence of active water leaks from hot water <u>heater or related components</u>   | Inspect water heater for leaks.  |      |      |          |
| Hot Water Heater        | Pressure Relief Valve Missing                   | There is no pressure relief valve or valve does not drain down to the floor   | TPR valve must be present, and outlet shall terminate no more than 2" from the floor.  |      |      |          |
| Hot Water Heater        | Rust/Corrosion                                  | Significant formations of metal oxides, flaking, or discoloration-  | Water heater must be in good condition, with no evidence of significant rust or corrosion.   |      |      |          |
| Electrical System       | Blocked Access                                  | One or more fixed items or items of sufficient size and weight impede emergency access to the <u>electrical panel</u>   | Electrical panel must be clear of obstructions and accessible according to state or local <u>code</u> .  |      |      |          |
| Electrical              | GFI - Inoperable                                | The GFI does not function, or GFI is not present at bathroom or kitchen counter <u>receptacles as required by code</u>  | Inspect and test, including identification of outlets connected in series with a GFI but not <u>having their own test button</u>                               |      |      |          |
| Electrical System       | Burnt Breakers                                  | Carbon residue, melted breakers or arcing scars are evident   | Inspect panel and breakers and identify  |      |      |          |
| Electrical System       | Evidence of Leaks/Corrosion                     | Corrosion that affects the condition of the components carrying current or stains, rust, or other evidence of water leaks in the <u>enclosure or hardware</u> | Inspect and identify   |      |      |          |
| Electrical System       | Frayed Wiring                                   | Any nicks, abrasion, or fraying of the insulation that exposes any conducting wire  | Wiring must be intact and fully insulated with no bare or exposed wires.   |      |      |          |
| Electrical System       | Missing Breakers/Fuses                          | Any open and/or exposed breaker port  | Breaker ports must contain functional <u>breakers or be covered</u> .  |      |      |          |
| Electrical System       | Lighting fixture missing, damaged or inoperable | An outlet or switch is missing  | Light fixtures or switched outlets must be present in living areas. Fixtures must be in <u>safe, operable condition</u>  |      |      |          |
| HVAC                    | HVAC - Inoperable                               | HVAC does not function as designed. It does not provide the heating and cooling it should. The system does not respond when the <u>controls are engaged</u>   | HVAC system shall be functional, and provide heating and cooling appropriate to the unit and climate zone. All controls shall operate as <u>designed</u> .     |      |      |          |
| HVAC                    | Fuel Supply Leaks                               | Evidence of any amount of fuel leaking from the <u>supply tank or piping</u>  | Inspect and identify   |      |      |          |
| HVAC                    | General Rust/Corrosion                          | Significant formations of metal oxides, significant flaking, discoloration, or other <u>deterioration</u>   | Havoc equipment must be in good, functional condition and free of visible signs of <u>significant deterioration</u>  |      |      |          |
| HVAC                    | HVAC - Noisy/Vibrating/Leaking                  | HVAC system shows signs of abnormal vibrations, other noise, or leaks when <u>engaged</u>   | Inspect and identify   |      |      |          |

| <i>Inspectable Item</i> | <i>Area of Inspection</i>                     | <i>Observed Deficiency</i>  | <i>Inspection Criteria</i>   | Pass | Fail | Comments |
|-------------------------|---|---|--|------|------|----------|
| HVAC                    | Misaligned Chimney/Ventilation System         | Misalignment of exhaust system on a combustion fuel-fired unit that causes improper or dangerous venting of gases                               | Exhaust system or chimney must properly vent combustion gases to the exterior of the building.   |      |      |          |
| <b>Interior</b>         |   |   |  |      |      |          |
| Laundry                 | Dryer vent                                    | Dryer vent missing, blocked or disconnected   | If dryer present, inspect for operable vent to outside   |      |      |          |
| Kitchen                 | Cabinets - Missing/Damaged                    | Any missing doors, hardware, shelves or other components  | Cabinets are to be intact and functional as designed   |      |      |          |
| Kitchen                 | Plumbing - Clogged Drains                     | Drain is partially or completely clogged or has suffered extensive deterioration  | Drains must operate as designed, with no visible evidence of temporary repair or imminent failure  |      |      |          |
| Kitchen                 | Dishwasher/Garbage Disposal - Inoperable      | The dishwasher or garbage disposal does not operate as it should  | Dishwasher and garbage disposal shall be free of visible corrosion or damage, and shall function as designed.  |      |      |          |
| Kitchen                 | Countertops - Missing/Damaged                 | Any portion of the countertop working surface is missing, deteriorated, or damaged below the laminate ---not a sanitary surface to prepare food | Inspect and identify   |      |      |          |
| Kitchen                 | Range Hood /Exhaust Fans -                    | Inoperable or noisy fan, missing or damaged screen, accumulation of grease or dirt  | Range hoods or fans, if present, shall be in good condition, free of damage, rust or corrosion, and operate as designed.   |      |      |          |
| Kitchen                 | Plumbing - Leaking Faucet/Pipes               | Any leaking pipes, faucets or fixtures, or significant corrosion, or temporary repairs  | Pipes and fixtures shall be free of leaks or conditions indicating potential failure.  |      |      |          |
| Kitchen                 | Sink - Damaged/Missing                        | Any cracks in sink or extensive discoloration over any portion of the sink surface or sink is missing   | Sink shall be present, and in good condition with no significant visible damage  |      |      |          |
| Bathroom                | Restroom Cabinet - Damaged/Missing            | Damaged or missing shelves, doors, vanity top, drawers, missing or peeling paint or veneer, evidence of water damage                            | Cabinets shall be sound and complete, with no visible damage or missing components, and shall function as intended   |      |      |          |
| Bathroom                | Shower/Tub - Damaged/Missing                  | Cracks in tub or shower through which water can pass or extensive discoloration of tub or shower surface  | At least one tub or shower shall be present and in good condition with no significant visible damage   |      |      |          |
| Bathroom                | Water Closet/Toilet - Damaged/Clogged/Missing | Fixture elements--seat, flush handle, cover etc.--are missing or damaged, or toilet cannot be flushed   | Toilet shall be present, in undamaged condition, and shall operate as designed.  |      |      |          |
| Bathroom                | Lavatory Sink - Damaged/Missing               | Extensive discoloration or cracks in the basin or the sink or associated hardware have failed or are missing                                    | Sink shall be present, and in good condition with no significant visible damage, and shall function as intended.   |      |      |          |
| Bathroom                | Ventilation/Exhaust System - Inoperable       | exhaust fan is not functioning or window designed for ventilation does not open   | Bathroom shall have either an operable window or an exhaust fan. Exhaust fans shall operate as intended with no visible rust or deterioration, or sounds indicating imminent failure |      |      |          |
| Stairs/Ramps            | Broken/Damaged/Missing Steps                  | A step is missing or broken   | Steps must be in good repair, free of trip or other hazards  |      |      |          |

| <i>Inspectable Item</i> | <i>Area of Inspection</i>                        | <i>Observed Deficiency</i>  | <i>Inspection Criteria</i>   | Pass | Fail | Comments |
|-------------------------|--|---|--|------|------|----------|
| Stairs                  | Broken/Missing Hand Railing                      | The hand rail is missing, damaged, loose or otherwise unusable  | Hand rails must be present where required by code, and shall be intact, secure, free of damage or deterioration          |      |      |          |
| Stairs                  | Baluster/Side Railings Damaged                   | Any damaged, missing or incorrectly spaced balusters or side rails that limit the safe use of an area                             | Railings, where present, shall be intact, and securely fastened, with correctly spaced balusters                         |      |      |          |
| Ceiling                 | Ceiling - Holes/Missing Tiles/Panels/Cracks      | Any holes in ceiling, missing tiles or cracks   | Ceiling shall be intact surface with minimal deterioration and good finish.  |      |      |          |
| Ceiling                 | Ceiling - Peeling/Needs Paint                    | Ceiling has peeling paint or is missing paint   | Paint is intact with no significant peeling, cracking or missing portions.   |      |      |          |
| Ceiling                 | Ceiling - Water Stains/Water Damage/Mold/Mildew  | Evidence of a leak, mold or mildew--such as a darkened area--over a ceiling area greater than 1 foot square                       | Ceiling is free of any evidence of water or moisture damage.   |      |      |          |
| Interior Doors          | Doors - Damaged Frames/Threshold/Lintels/Trim    | Any door that is not functioning or cannot be locked because of damage to the frame, threshold, lintel or trim                    | Doors and frames must be complete and free of damage, and function as designed   |      |      |          |
| Doors                   | Doors - Damaged Hardware/Locks                   | Any door that does not function as it should or cannot be locked because of damage to the door's hardware                         | Door hardware must function as designed, open smoothly, and must be easy to close, latch and lock.                       |      |      |          |
| Doors                   | Doors - Damaged Surface (Holes/Paint/Rust/Glass) | Any door that has a hole or holes greater than 1 inch in diameter, or other damage that affects the integrity of the door surface | Door surfaces and panels must be intact and undamaged  |      |      |          |
| Doors                   | Doors - Deteriorated/Missing Seals (Entry Only)  | The seals/caulking is missing on any entry door, or they are so damaged that they do not function as they should                  | Exterior doors must be weathertight, and must operate smoothly and easily.   |      |      |          |
| Doors                   | Doors - Missing Door                             | Any door that is missing that is required for the functional use of the space   | Doors must be present where required for functional use of space, including spaces where privacy or security are needed. |      |      |          |
| Floors                  | Floors - Bulging/Buckling                        | Any flooring that is bulging, buckling or sagging or a problem with alignment between flooring types                              | Floors must be structurally sound, level, and free of trip hazards   |      |      |          |
| Floors                  | Floors - Floor Covering Damaged                  | Floor covering has stains, burns, cuts, holes, tears, loose areas or exposed seams.   | Floor coverings are to be intact, in usable condition.   |      |      |          |
| Floors                  | Floors - Missing Floor/Tiles                     | Floor tile or other flooring components are missing   | Permanent floor coverings including tile, laminates, carpet or similar shall cover the entire floor area                 |      |      |          |
| Floors                  | Floors - Rot/Deteriorated Subfloor               | Any rotted or deteriorated subflooring greater than 6 inches by 6 inches  | Inspect and identify where visible, or where deterioration is detected by walking on it                                  |      |      |          |
| Floors                  | Floors - Water Stains/Water Damage/Mold/Mildew   | Evidence of a leak, mold or mildew--such as a darkened area--covering a flooring area greater than 1 foot square                  | Floors shall be free of mold, mildew and water damage  |      |      |          |
| General                 | Mailbox - Missing/Damaged                        | The U.S Postal Service mailbox is missing or damaged so as to be unusable for the intended purpose                                | Mailbox meeting USPS specs must be present   |      |      |          |

| <i>Inspectable Item</i> | <i>Area of Inspection</i>                     | <i>Observed Deficiency</i>   | <i>Inspection Criteria</i>   | Pass | Fail | Comments |
|-------------------------|---|--|--|------|------|----------|
| Walls                   | Walls - Bulging/Buckling                      | Bulging, buckling or sagging walls or a lack of horizontal alignment | Walls shall be sound, plumb, and free of bulging or buckling.                            |      |      |          |
| Walls                   | Walls - Damaged                               | Any hole in wall including multiple nail holes                       | Walls shall be generally free of holes.  |      |      |          |
| Walls                   | Walls - Damaged/Deteriorated Trim             | Wall trim is damaged   | Wall trim is to be intact, secured as designed, and free from significant damage         |      |      |          |
| Walls                   | Walls - Peeling/Needs Paint                   | Interior wall paint is damaged, peeling or missing                   | Paint is intact with no significant peeling, crazing, or missing portions.               |      |      |          |
| Walls                   | Walls - Water Stains/Water Damage/Mold/Mildew | Evidence of a leak, mold or mildew--such as a common area            | Surfaces are to be free of significant staining or evidence of mold, mildew or moisture. |      |      |          |

2/6/2024

# Homebuyer/Homeowner Services

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**First Time Homebuyer**



**Home Loan Guarantee for Rural Kansas**



**Kansas Homeowner Assistance Fund**



**Weatherization Assistance**



**Homebuyer 101 Resources**





# First Time Homebuyer

Home > Pages > First Time Homebuyer

## Check Eligibility and Apply

Unsure how to begin the homebuying process, or whether you are eligible for First Time Homebuyer down payment and closing cost assistance?

Provide our staff with some basic information and we will follow up with personalized guidance on your path to homeownership.

[Start Your Homebuying Journey Here](#)

Ready to purchase your first home? Find a lender serving your area here.

[Find a Participating Lender](#)

Need help with building your credit? Find a HUD Housing Counseling Agency serving your area here.

[Find a HUD Housing Counseling Agency](#)

Let us guide you on the path to homeownership.



### Lender Resources

### Homebuyer "101" Resources

[Homebuyer "101" Resources](#)

[Kansas Legislature Lookup – To Find Senate and House Representatives](#)

[Lead Paint Visualization](#)

[Freddie Mac Primary Mortgage Rate](#)

[Lender Training Slides](#)



# Start Your Homebuying Journey Here



[Home](#) > [Start Your Homebuying Journey](#)

## Start Your Homebuying Journey

Please fill out the form below to get more information and find out if your household may be eligible to receive down payment and closing cost assistance through the First Time Homebuyer program, administered by KHRC with federal HOME funds. Our staff will follow up via your preferred method of communication with more information and next steps. If you are not eligible, our staff will help direct you toward other resources to guide you on your homebuying journey. Your information will be kept confidential and will not be shared outside of our organization.

**Name** *(Required)*

First

Last

**Phone** *(Required)*

**Where do you currently live?** *(Required)*

City

State / Province / Region

ZIP / Postal Code



Ready to purchase your first home? The first step is to find a KHRC First Time Homebuyer lender serving your area. Select your county from the list below, and contact a local lender to start the process.

SEARCH BY COUNTY:

View All ▼

[Print this page](#)

### **American Mortgage Bank, LLC**

Kimmy Williams - 405-283-8800  
3401 NW 63rd Street, Suite 620 Oklahoma City, OK 73116

[Click for more info](#)

### **Bank of Oklahoma Mortgage, dba BOK Financial Mortgage (Topeka & Wichita)**

Sheila Hodson-Williams (Topeka) or Tina Smith (Wichita)  
- 785-414-3216 (Topeka) or 316-448-3823 (Wichita)  
900 S Kansas Ave, Suite 100 Topeka, KS 66612-1245

[Click for more info](#)

### **Bayshore Mortgage Funding, LLC**

Sarah Johnson - 443-566-4083  
2108 Emmorton Park Road Edgewood, Maryland 21040

[Click for more info](#)

### **Capitol Federal Savings Bank (Topeka)**

### **Bank Midwest Mortgage, a division of NBH Bank (Lawrence, Topeka, Ottawa)**

Ashley Zeller - 785-760-5746  
4831 W 6th St Lawrence, Kansas 66049

[Click for more info](#)

### **Bank of the Plains via Mortgage Investment Services Corporation (Great Bend)**

Amy Hofeling - 620-796-2370 Ext. 1348  
1000 Adams Street Great Bend, Kansas 67530

[Click for more info](#)

### **Bell Bank Mortgage (Overland Park)**

Danielle Hugunin - 913-804-4081  
11095 Metcalf Ave Overland Park, Kansas 66210

[Click for more info](#)

### **Capitol Federal Savings Bank (Wichita)**

### **Bank Midwest Mortgage, a division of NBH Bank (Salina)**

Nancy McElderry - 785-825-2100  
316 W. Cloud St. Salina, Kansas 67401

[Click for more info](#)

### **Bay Equity LLC (Louisburg)**

Lauri Orscheln - 913-558-2014  
16 S Broadway, Suite 16 B, Louisburg, Kansas 66053

[Click for more info](#)

### **Bennington State Bank (Salina)**

Andy Adams or Laurie Anfdemberge - 785-827-5522  
2130 S Ohio Salina, Kansas 67401

[Click for more info](#)

### **Citizens Bank of Kansas (Derby)**

# Scroll to bottom of page

## Documents | Forms | Resources



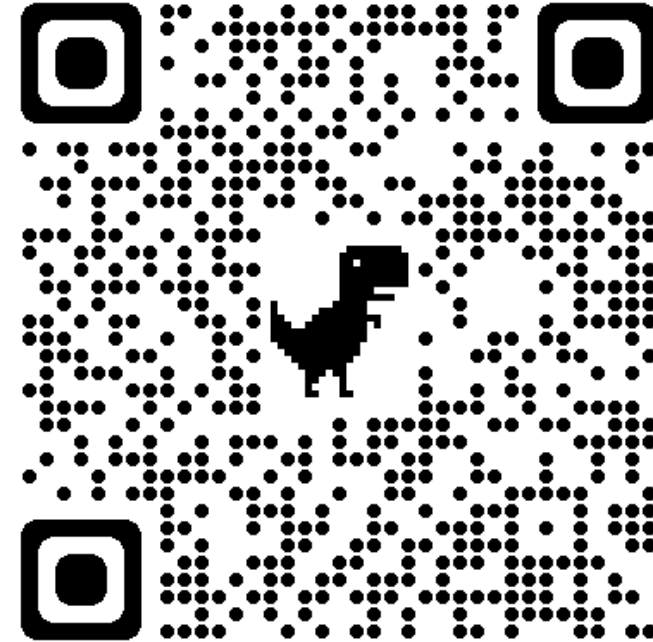
|  |   |
|--|---|
| Program Summary                              |   |
| 2023 HOME Max Purchase Limits                |   |
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| Application and Funding Process Steps        |   |
| Housing Counseling and Education Information | > |
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| Loan Payoff Request Form                     |   |
| New Lender Forms                             | > |
| Lender Home Buyer Application Forms          | > |
| Lender After Reservation Forms               | > |

# *FTHB Key Information – Deep Dive Into Forms*

1. Program Summary
2. Application and Funding Process
3. Training and Operations Manual

Updates Every June/July

1. Maximum Purchase Price Limits
2. Maximum Income Limits by County





## First Time Home Buyer (FTHB) Program Down Payment (DPA) & Closing Cost Assistance Soft Second Mortgage – Forgivable After 10 Years HOME Investment Partnerships Program

### Program Summary

To be eligible to participate, the proposed homebuyer must be:

→First Time Homebuyer      →Income Eligible Household      →Credit Ready

#### FIRST TIME HOMEBUYER is defined as:

A household that has not owned a home during the three-year period immediately prior to the purchase of a home with FTHB HOME funds. The three types of households that can qualify as first-time homebuyers, even though they have owned a home within the three-year period immediately prior to purchase, are:

1. **A displaced homemaker:** An adult individual who has not worked full-time in the labor force for several years but has, during such years, worked primarily without remuneration to care for the home and family, is unemployed or underemployed, and is having trouble obtaining or upgrading employment.
2. **A single parent:** An individual who is divorced, did not receive the house in the settlement, and has one or more minor children for whom the individual has residential or joint custody.
3. **The owner of a manufactured home** (personal property) that is not installed on a permanent foundation.

#### INCOME ELIGIBLE HOUSEHOLD is defined as:

The gross annual income does not exceed 80 percent of the HUD area median income for the area at the time the household initially occupies the property or at the time the HOME funds are invested, whichever is later.

#### PROPERTY TO BE PURCHASED

- Maximum purchase price is updated annually - 92.254(a)(2)(iii) of the HOME Final Rule published 7/24/2013.
- Must be occupied as the qualified buyer's principal residence upon purchase.
- Cannot be within [Johnson County or the city limits of Kansas City, Lawrence, Topeka, or Wichita](#).
- Must pass required inspection in accordance with 92.251 of the HOME Final Rule published 7-24-2013.
- Cannot be rental property in the last three months unless the renter (at application) is the first-time homebuyer.
- Cannot be in Flood Zone A, AE, AH, AO, A99, V, and/or VE.
- Eligible property types include:
  - Single-Family property (five (5) acres or less)
  - Condominium, townhome, or ½ of a duplex
  - Manufactured home on permanent foundation built after June 15, 1976, titled as real property.
  - Modular home (always installed on permanent foundation)
  - New construction - purchase contract dated after certificate of occupancy only
- Fee Simple Title - full ownership of land, and any buildings on that land. (No Contracts for Deed allowed)

#### FIRST MORTGAGE LOAN

- The loan must be a 30-year fixed rate mortgage loan using FHA, VA, USDA Rural Development, Fannie Mae, Freddie Mac, or Conventional underwriting guidelines.
- The interest rate must not exceed [Freddie Mac's Primary Mortgage Market Survey Rate](#) by more than .65%.
- No more than a 1% origination fee may be charged, and no pre-payment penalties are allowed.
- The housing ratio must be no less than 15% and no more than 30% and the total debt ratio must be 45% or less.
- Title Insurance required for soft second mortgage required, likely for additional cost.

#### STATE OF KANSAS PARTICIPATION

- All eligible homebuyers may receive up to \$40,000 maximum assistance in the form of a soft second mortgage:
  - Up to 20% of the sales price - if household income is less than 50% of area median income.
  - Up to 15% of the sales price - if household income is between 51% and 80% of area median income.
- Assistance must be used for down payment, closing costs, and/or any costs associated with loan closing.
- Can be layered with other homebuyer programs - 30% (sales price) subsidy maximum.
- Requires all adults on soft second mortgage, no cash back at closing.
- The assistance awarded is interest free with two equal parts, both parts forgiven after 10-years.
  1. First half of assistance is forgiven proportionately on either a 5-year or 10-year period:
    - If \$14,999 or less, proportionately forgiven over 5 years (60-months)
    - If \$15,000 to \$40,000, proportionately forgiven over 10 years (120 months)
  2. Second half is forgiven after 10-years (120 months), repaid if sold or refinanced during 10-years.
- FTHB second mortgage released at the end of ten (10) years, if property is occupied continually by the original buyer(s), and all rules and regulations associated with the Program are complied with.

Therefore, restrictions are as follows:

| <u>Subsidy Amount</u> | <u>½ Interest Free Soft Second</u> | <u>and</u> | <u>½ Interest Free Portion</u> |
|-----------------------|------------------------------------|------------|--------------------------------|
| Up to \$14,999        | 5 years                            |            | 10 years                       |
| \$15,000 to \$40,000  | 10 years                           |            | 10 years                       |

#### HOMEBUYER'S PARTICIPATION

- Each homebuyer must invest 1% of the sale price of their own funds, maximum 10%. Gifts can be received above the buyer's 1% investment, but no more than 9% of sale price.
- Homebuyers must maintain homeowners' insurance in at least the amount of the sales price and must show KHRC as secondary payee for the first 10 years following purchase.
- Applicants with non-retirement type assets in the amount of \$10,000, or greater, will be subject to a spend down requirement.

#### HOW TO APPLY

1. Choose and contact the participating lender at <https://kshousingcorp.org/first-time-homebuyer-lender-search>.
2. Apply for a first mortgage loan with a participating lender.
3. Identify a qualified property.
4. Direct participating lender to initiate FTHB application process.

#### **Kansas Housing Resources Corporation (KHRC)**

Attn: FTHB  
611 S Kansas Ave, Suite 300  
Topeka, KS 66603

[FTHB@kshousingcorp.org](mailto:FTHB@kshousingcorp.org)  
785-217-2044

<https://kshousingcorp.org/first-time-homebuyer>

Update 12/06/2023

# KANSAS HOUSING

## HOME Maximum Purchase Price Limits (Value Limits Effective July 1, 2023)

| County Name       | Purchase Price Limit | County Name        | Purchase Price Limit | County Name         | Purchase Price Limit |
|-------------------|----------------------|--------------------|----------------------|---------------------|----------------------|
| Allen County      | \$143,000            | Greeley County     | \$143,000            | Ottawa County       | \$143,000            |
| Anderson County   | \$143,000            | Greenwood County   | \$143,000            | Pawnee County       | \$143,000            |
| Atchison County   | \$143,000            | Hamilton County    | \$143,000            | Phillips County     | \$143,000            |
| Barber County     | \$143,000            | Harper County      | \$143,000            | Pottawatomie County | \$207,000            |
| Barton County     | \$143,000            | Harvey County      | \$162,000            | Pratt County        | \$143,000            |
| Bourbon County    | \$143,000            | Haskell County     | \$143,000            | Rawlins County      | \$143,000            |
| Brown County      | \$143,000            | Hodgeman County    | \$143,000            | Reno County         | \$143,000            |
| Butler County     | \$162,000            | Jackson County     | \$166,000            | Republic County     | \$143,000            |
| Chase County      | \$143,000            | Jefferson County   | \$166,000            | Rice County         | \$143,000            |
| Chautauqua County | \$143,000            | Jewell County      | \$143,000            | Riley County        | \$207,000            |
| Cherokee County   | \$143,000            | Kearny County      | \$147,000            | Rooks County        | \$143,000            |
| Cheyenne County   | \$143,000            | Kingman County     | \$143,000            | Rush County         | \$143,000            |
| Clark County      | \$143,000            | Kiowa County       | \$143,000            | Russell County      | \$143,000            |
| Clay County       | \$143,000            | Labette County     | \$143,000            | Saline County       | \$147,000            |
| Cloud County      | \$143,000            | Lane County        | \$143,000            | Scott County        | \$143,000            |
| Coffey County     | \$143,000            | Leavenworth County | \$238,000            | Sedgwick County     | \$162,000            |
| Comanche County   | \$143,000            | Lincoln County     | \$143,000            | Seward County       | \$143,000            |
| Cowley County     | \$143,000            | Linn County        | \$228,000            | Shawnee County      | \$166,000            |
| Crawford County   | \$143,000            | Logan County       | \$143,000            | Sheridan County     | \$143,000            |
| Decatur County    | \$143,000            | Lyon County        | \$143,000            | Sherman County      | \$143,000            |
| Dickinson County  | \$143,000            | McPherson County   | \$152,000            | Smith County        | \$143,000            |
| Doniphan County   | \$150,000            | Marion County      | \$143,000            | Stafford County     | \$143,000            |
| Douglas County    | \$257,000            | Marshall County    | \$143,000            | Stanton County      | \$143,000            |
| Edwards County    | \$143,000            | Meade County       | \$143,000            | Stevens County      | \$143,000            |
| Elk County        | \$143,000            | Miami County       | \$252,000            | Sumner County       | \$143,000            |
| Ellis County      | \$169,000            | Mitchell County    | \$143,000            | Thomas County       | \$143,000            |
| Ellsworth County  | \$143,000            | Montgomery County  | \$143,000            | Trego County        | \$143,000            |
| Finney County     | \$209,000            | Morris County      | \$143,000            | Wabaunsee County    | \$166,000            |
| Ford County       | \$162,000            | Morton County      | \$143,000            | Wallace County      | \$143,000            |
| Franklin County   | \$176,000            | Nemaha County      | \$143,000            | Washington County   | \$143,000            |
| Geary County      | \$143,000            | Neosho County      | \$143,000            | Wichita County      | \$143,000            |
| Gove County       | \$143,000            | Ness County        | \$143,000            | Wilson County       | \$143,000            |
| Graham County     | \$143,000            | Norton County      | \$143,000            | Woodson County      | \$143,000            |
| Grant County      | \$143,000            | Osage County       | \$166,000            | Wyandotte County    | \$228,000            |
| Gray County       | \$155,000            | Osborne County     | \$143,000            |                     |                      |

U.S. DEPARTMENT OF HUD  
STATE: KANSAS

----- 2024 ADJUSTED HOME INCOME LIMITS -----

| PROGRAM                      | 1 PERSON | 2 PERSON | 3 PERSON | 4 PERSON | 5 PERSON | 6 PERSON | 7 PERSON | 8 PERSON |
|------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Brown County, KS</b>      |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |
| <b>Chase County, KS</b>      |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |
| <b>Chautauqua County, KS</b> |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |
| <b>Cherokee County, KS</b>   |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |
| <b>Cheyenne County, KS</b>   |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |
| <b>Clark County, KS</b>      |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |
| <b>Clay County, KS</b>       |          |          |          |          |          |          |          |          |
| 30% LIMITS                   | 17400    | 19850    | 22350    | 24800    | 26800    | 28800    | 30800    | 32750    |
| VERY LOW INCOME              | 28950    | 33100    | 37250    | 41350    | 44700    | 48000    | 51300    | 54600    |
| 60% LIMITS                   | 34740    | 39720    | 44700    | 49620    | 53640    | 57600    | 61560    | 65520    |
| LOW INCOME                   | 46350    | 52950    | 59550    | 66150    | 71450    | 76750    | 82050    | 87350    |







**First Time Home Buyer (FTHB) Program**  
Down Payment (DPA) & Closing Cost Assistance  
Soft Second Mortgage - Forgivable After 10 Years  
HOME Investment Partnerships Program

**Inspection Request Form & Package Cover Form**

Date Application Emailed or Faxed \_\_\_\_\_ Date of Reinspection \_\_\_\_\_

| # of Pages:  | From    |
|--|---------|
| To: Marilyn Stanley  | Lender: |
| Dept: KHRC – FTHB Program  | Phone:  |
| <a href="mailto:FTHB@kshousingcorp.org">FTHB@kshousingcorp.org</a> | Email:  |
| Fax: 785-232-8073 (email preferred)                                | Fax:    |

\_\_\_\_\_  
Name of Homebuyer(s) (last, first, middle initial)

\_\_\_\_\_  
Street Address of Property to be Purchased

\_\_\_\_\_  
City County Zip

\_\_\_\_\_  
Contact Person for Scheduling Inspection Email Phone

**FOR STATE AGENCY/INSPECTOR USE ONLY**

Date sent to Inspector \_\_\_\_\_ Inspection Agency \_\_\_\_\_

Email \_\_\_\_\_ File Number \_\_\_\_\_

Date Contact Person Contacted \_\_\_\_\_

Date Inspection Scheduled \_\_\_\_\_

Inspector \_\_\_\_\_ Inspection - Pass \_\_\_\_\_ Fail \_\_\_\_\_

**Kansas Housing Resources Corporation (KHRC)**  
611 S Kansas Ave, Suite 300  
Topeka, KS 66603  
[FTHB@kshousingcorp.org](mailto:FTHB@kshousingcorp.org)  
785-217-2044  
<https://kshousingcorp.org/first-time-homebuyer>





**First Time Home Buyer (FTHB) Program**  
Down Payment (DPA) & Closing Cost Assistance  
Soft Second Mortgage - Forgivable After 10 Years  
HOME Investment Partnerships Program

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**Inspection Disclaimer**

The Kansas Housing Resources Corporation (KHRC) HOME First Time Homebuyers Program conducts an inspection of subject properties. This inspection is solely intended for the purpose of complying with the U.S. Department of Housing and Urban Development, HOME Investment Partnerships Program requirements.

**The inspection is not intended to be a substitute for mechanical, electrical, plumbing, and structural inspections by qualified inspectors in these fields. KHRC strongly encourages homebuyers to hire independent inspectors to conduct these important inspections.**

By my/our signature below, I/We understand that it is recommended that an independent inspector be hired to verify the prospective home's mechanical, electrical, plumbing, termite damage, and structural soundness.

I/We understand that the Kansas Housing Resources Corporation is not liable for such defects, identified or unidentified, in the property that I am purchasing with the assistance of the HOME First Time Homebuyer Program.

Blue ink or e-signature:

Homebuyer \_\_\_\_\_ Date \_\_\_\_\_

Homebuyer \_\_\_\_\_ Date \_\_\_\_\_

**Kansas Housing Resources Corporation (KHRC)**

611 S Kansas Ave, Suite 300

Topeka, KS 66603

[FTHB@kshousingcorp.org](mailto:FTHB@kshousingcorp.org)

785-217-2044

<https://kshousingcorp.org/first-time-homebuyer>





**First Time Home Buyer (FTHB) Program**  
**Down Payment (DPA) & Closing Cost Assistance**  
**Soft Second Mortgage – Forgivable After 10 Years**  
**HOME Investment Partnerships Program**

**Seller's Inspection Guidelines**

To be given to seller at application.

Potential Buyer(s) \_\_\_\_\_

Property Address \_\_\_\_\_

City \_\_\_\_\_, Kansas, Zip Code \_\_\_\_\_

The dwelling unit and the equipment provided in it must provide decent, safe and sanitary housing in accordance with the Housing Quality Standards as defined in 24CFR, CH. VIII (4-1-90 Edition), Part 882. A copy is available upon written request.

The **Minimum** conditions to be inspected, per HUD Form #52580-A are listed below. Additional requirements may be stipulated by inspector. A Lead-Based Paint Visual Assessment will also be performed.

Visit the following web site for guidance on the paint visual assessment:

<https://apps.hud.gov/offices/lead/training/visualassessment/h00101.htm>

- All exterior walking surfaces must be sound and free from hazards. Walking surfaces elevated more than thirty (30) inches above the adjacent surface must be protected by a guard rail or handrail at stairs. Rails shall conform to local code requirements as to construction.
- Building walls, foundations and roof must be sound, free from hazard and weather tight.
- There can be no evidence of peeling or flaking paint on exterior or interior painted surfaces, including interior windowsills.
- The building drainage system, gutters and downspouts must be in operating condition.
- The building site must be free of debris and free from hazards.
- All windows and doors in the unit must be in operating condition, sound, free from hazard and weather tight. Windows accessible from the ground must be lockable. All exterior doors must be lockable and have a storm door. All windows required by code or 24CFR must have screens.
- The heating system for the unit must be in good operating condition and capable of providing adequate heat to all living spaces. Gas systems must be properly vented.
- The hot water heating system for the unit must be in good operating condition and capable of providing adequate hot water to kitchen and bath spaces. Gas systems must be properly vented. Pressure relief valves and 3/4" overflow pipe 3 to 6 inches from the floor are required on hot water heaters.
- The plumbing system for the unit must be in good operating condition and capable of providing adequate water to kitchen and bath spaces and removing wastewater to a public or private disposal system. Seller may be required to provide proof of acceptability of local sewage systems and water supply systems.

- The electrical system for the unit must be in good operating condition, adequately sized to provide adequate service and protected by proper connections, coverings, and grounding.
- If a stove or refrigerator is included in the sale of the property, the appliances must be present at the time of the inspection and must be in good operating condition. Kitchen areas must provide food storage and preparation areas.
- Bathroom spaces must have an enclosed toilet space, a bathing space and an operable window or a powered ventilation system.
- The building must be free from infestation.
- The building must be free from hazardous materials as defined by Kansas and Federal Standards. A list of such laws is available upon written request.
- An operable smoke detector must be provided on each occupied level plus the basement area of the unit. Battery operated detectors must have active batteries.
- At the time of the inspection for these standards, the unit must be ready for occupancy with all utility systems, appliances, and smoke detectors operable. Only one compliance inspection will be made.
- Inspections for are non-intrusive, visual inspections only. The KHRC is not, by nature of the inspection process, providing any safety or code compliance assurances to buyer or seller or confirmation of building materials, quality or integrity of construction or confirmation of any warranty issues, express or implied. It is recommended that the buyer obtain inspections from authorities or licensed contractors if such assurances are suggested by the condition or age of the property or equipment being provided by the seller.**  
**Further, the inspection is NOT a warranty to the borrower(s), the seller(s) or any other person(s).**
- Any other conditions that would constitute decent, safe and sanitary housing.
- The unit has not been occupied by a tenant (for an agreed upon amount or without charge, regardless of a written agreement) other than the Purchaser during the three (3) month period preceding the date of the purchase contract.

By signing below, the seller indicates that he has received and understood the conditions required and outlined by these guidelines. Further, by signing below, the seller or seller's agent indicates that the residence meets or will meet all of the standard requirements stated above prior to closing.  
 The seller has 30 days to make any necessary repairs, at their expense. The seller may be charged for any re-inspection of the home if any of the above items fail the second inspection.

Blue Ink or e-signature

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_



## HUD Housing Counseling and Education

The HOME program regulations require that all homebuyers assisted with HOME funds receive U.S. Department of Housing and Urban Development (HUD) housing counseling and education services. This required housing counseling must be provided by HUD certified housing counselors working for an agency approved to participate in HUD's Housing Counseling program.

High-quality homeownership education and housing counseling can provide the borrower with the additional information and resources to make informed decisions that support long-term homeownership sustainability.

**The First Time Home Buyer (FTHB) program requires certificates of completion and receipt of payment for each or both services to document completion.**

**Pre-Purchase/Home Buyer Counseling** is one-on-one assistance that addresses the entire homebuyer process including repairing credit, locating cash for a down payment, recognizing predatory lending practices, understanding fair lending and fair housing requirements, the decision to purchase a home, the selection and purchase of a home, and issues arising during or affecting the period of homeownership. All housing counseling sessions require a financial and housing affordability analysis (personal budget) and a written action plan.

**Homeownership Education** is defined as formal classes, with established curriculum and instructional goals, provided in a group or classroom setting, or other formats approved by HUD, covering the home buying process; how to maintain a home; budgeting; fair housing; identifying and reporting predatory lending practices; rights for persons with disabilities; and the importance of good credit. The education may be delivered in various formats (in-person, Internet, telephone, or a hybrid format).

### **Housing Counseling Fees**

Participating agencies may charge reasonable and customary fees for housing education and counseling services, as long as the cost does not create a financial hardship for the client. Agencies must inform clients of the fee structure in advance of providing services. If any agency chooses to charge fees, the agency must provide counseling without charge to persons who cannot afford the fees.



### Second Mortgage Forgiveness by Year

keep for your records

Kansas Housing Resources Corporation (KHRC) is assisting in the financing of the purchase of your property with a second mortgage loan. Should you sell your home prior to the end of the affordability period, you will owe a portion of the funds back to KHRC. Below is an approximation of how much you may owe at the beginning of each year of your ten year affordability period:

The amount you are receiving is: \$ 14,999.00

|         | 1/2 Soft Second Amount | 1/2 Interest Free Mortgage Amount | TOTAL OWED TO KHRC |
|---------|------------------------|-----------------------------------|--------------------|
|         | \$ 7,499.50            | \$ 7,499.50                       |                    |
| Year 1  | \$ 7,499.50            | \$ 7,499.50                       | \$ 14,999.00       |
| Year 2  | \$ 5,999.60            | \$ 7,499.50                       | \$ 13,499.10       |
| Year 3  | \$ 4,499.70            | \$ 7,499.50                       | \$ 11,999.20       |
| Year 4  | \$ 2,999.80            | \$ 7,499.50                       | \$ 10,499.30       |
| Year 5  | \$ 1,499.90            | \$ 7,499.50                       | \$ 8,999.40        |
| Year 6  | \$ -                   | \$ 7,499.50                       | \$ 7,499.50        |
| Year 7  | \$ -                   | \$ 7,499.50                       | \$ 7,499.50        |
| Year 8  | \$ -                   | \$ 7,499.50                       | \$ 7,499.50        |
| Year 9  | \$ -                   | \$ 7,499.50                       | \$ 7,499.50        |
| Year 10 | \$ -                   | \$ 7,499.50                       | \$ 7,499.50        |
| Year 11 | \$ -                   | \$ -                              | \$ -               |

By signing, you are confirming that you have received this information.

Use blue ink or e-signature



### Second Mortgage Forgiveness by Year

Please sign and Return

Kansas Housing Resources Corporation (KHRC) is assisting in the financing of the purchase of your property with a second mortgage loan. Should you sell your home prior to the end of the affordability period, you will owe a portion of the funds back to KHRC. Below is an approximation of how much you may owe at the beginning of each year of your ten year affordability period:

The amount you are receiving is: \$ 20,000.00

|         | 1/2 Soft Second Amount | 1/2 Interest Free Mortgage Amount | TOTAL OWED TO KHRC |
|---------|------------------------|-----------------------------------|--------------------|
|         | \$ 10,000.00           | \$ 10,000.00                      |                    |
| Year 1  | \$ 10,000.00           | \$ 10,000.00                      | \$ 20,000.00       |
| Year 2  | \$ 9,000.00            | \$ 10,000.00                      | \$ 19,000.00       |
| Year 3  | \$ 8,000.00            | \$ 10,000.00                      | \$ 18,000.00       |
| Year 4  | \$ 7,000.00            | \$ 10,000.00                      | \$ 17,000.00       |
| Year 5  | \$ 6,000.00            | \$ 10,000.00                      | \$ 16,000.00       |
| Year 6  | \$ 5,000.00            | \$ 10,000.00                      | \$ 15,000.00       |
| Year 7  | \$ 4,000.00            | \$ 10,000.00                      | \$ 14,000.00       |
| Year 8  | \$ 3,000.00            | \$ 10,000.00                      | \$ 13,000.00       |
| Year 9  | \$ 2,000.00            | \$ 10,000.00                      | \$ 12,000.00       |
| Year 10 | \$ 1,000.00            | \$ 10,000.00                      | \$ 11,000.00       |
| Year 11 | \$ -                   | \$ -                              | \$ -               |

By signing, you are confirming that you have received this information.

Use blue ink or e-signature



### Disclosure of Information on Lead-Based Paint & Lead-Based Paint Hazards

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- Seller has no knowledge of lead-based paint hazards and/or lead based paint hazards in the housing.
- (b) Records and reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- \_\_\_\_\_
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agents Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|                    |               |                    |               |
|--------------------|---------------|--------------------|---------------|
| _____<br>Seller    | _____<br>Date | _____<br>Seller    | _____<br>Date |
| _____<br>Agent     | _____<br>Date | _____<br>Agent     | _____<br>Date |
| _____<br>Purchaser | _____<br>Date | _____<br>Purchaser | _____<br>Date |



AFFIDAVIT OF HOME SELLER

STATE OF KANSAS  
COUNTY OF  
CITY OF

U L L U

THE UNDERSIGNED (HEREINAFTER REFERRED TO AS THE "SELLER", WHETHER ONE OR MORE PARTIES), HAVING FIRST BEEN DULY SWORN UPON OATH, DOES HEREBY DEPOSE AND STATE AS FOLLOWS:

SELLER UNDERSTANDS THE FALSIFICATION OF THIS AFFIDAVIT IN ANY WAY MAY RESULT IN ALL AMOUNTS BORROWED FROM KANSAS HOUSING RESOURCES CORPORATION (KHRC) THROUGH THE HOME PROGRAM ADMINISTERED BY THEM, BECOMING IMMEDIATELY DUE AND PAYABLE. SELLER IS AWARE THAT ALL FACTS RECITED IN THIS AFFIDAVIT WILL BE INDEPENDENTLY VERIFIED AND THAT INTENTIONAL FALSIFICATION OF THIS AFFIDAVIT MAY SUBJECT THE UNDERSIGNED TO CRIMINAL PROSECUTION.

FURTHER THAT:

- 1. Seller is selling a residence (the "Residence") located at:

Street: \_\_\_\_\_

City and County of: \_\_\_\_\_

State of: Kansas

To (Name of Purchaser (s)):

(hereinafter the "Purchaser", whether one or more parties)

- 2. The First Mortgage Lender (the "Lender") is:

\_\_\_\_\_

- 3. Seller understands that KHRC is assisting in the financing of the purchase of the above Residence with a soft second mortgage loan (the KHRC HOME Loan), made available by Federal Funds, (hereinafter referred to as the "HOME Funds"), provided through the provisions of the National Affordable Housing Act of 1990, HOME Investment Partnerships Program, and pursuant to the federal and KHRC rules and regulations promulgated thereunder (herein said act, program, rules and regulations collectively referred to as the "HOME Program"), which HOME Program is being administered for the State of Kansas by KHRC. As a Seller, the undersigned shall receive certain benefits from this financing, in consideration for which, the undersigned is signing and delivering to Lender and KHRC this affidavit.

- 4. Such Residence is a one-family Residence at the time of the execution of this Affidavit, and has not been custom built for the purchaser.

- 5. Seller understands and has been informed that the appraised value assigned to the Residence is \$ \_\_\_\_\_. Seller also certifies and declares that it is understood that the selling price may be below this fair market value.

- 6. CROSS OUT THE TWO STATEMENTS THAT DO NOT APPLY TO YOUR PROPERTY AND INITIAL NEXT TO THE CORRECT STATEMENT IN THE MARGIN:

Initial Below



- (a) Such Residence has not been rented to or occupied by a tenant at any time during the three (3) month period preceding the date the purchase contract.
- (b) Such Residence has been occupied by the Purchaser during the three (3) months immediately preceding the date of the purchase contract and to no other tenant other than the Purchaser during said three (3) month period.
- (c) Such Residence has been occupied by a tenant (for an agreed upon amount or without charge, regardless of a written agreement) other than the Purchaser during the three (3) month period preceding the date of the purchase contract.

Seller hereby certifies and declares, under penalty of perjury, that all of the foregoing statements are, to the best of Seller's knowledge and belief, true, correct and complete.

USE BLUE INK:

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

# Connect with Us!

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Contact us at [info@kshousingcorp.org](mailto:info@kshousingcorp.org)

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Marilyn Stanley, Single Family Program Manager

[mstanley@kshousingcorp.org](mailto:mstanley@kshousingcorp.org)

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