



## 2. OTHER REAL ESTATE OWNED

I will not at the time of the loan closing date have an ownership interest in any real estate other than the property securing the mortgage loan except for the following:

- Vacant land,
- A property that is unsuitable for year-round occupancy and was never occupied as a residence,
- Commercial or industrial property that has no residential units,
- Named on the deed of a parental home that is currently being occupied by a living parent(s) that I have not resided in as my principal property nor claimed any tax benefit for.

## 3. NEW MORTGAGE REQUIREMENT AND USE OF PROCEEDS

No part of the proceeds of the mortgage loan will be used directly or indirectly to repay any existing loan made in connection with the property, except construction loans, bridge loans or similar temporary initial financing having a term of twenty-four (24) months or less.

## 4. HOMEBUYER EDUCATION

I confirm that the lender has reviewed with me the homebuyer education prerequisite and I will complete homebuyer education that meets Vermont Housing Finance Agency requirements prior to VHFA Compliance review.

## 5. INCOME COMPLIANCE (Federal Act Income)

- A.** I acknowledge that for the most recent tax year I filed, I must furnish the lender with a copy of my as-filed Federal Income Tax Return with all amendments signed by me and the applicable W2s, or transcripts of my Federal Tax Return obtained directly from the IRS (Internal Revenue Service). If required, I will provide tax returns for additional years.
- B.** I have disclosed **all sources** of income to the lender, including any known increases in income expected to occur within sixty (60) days after closing. Sources of income that must be disclosed, include but are not limited to gross base pay, overtime, part-time or second income, bonuses, dividends, interest income, disability, social security, unemployment, pension, rental income, alimony, child support, self-employment or public assistance and all income of a non-borrowing spouse.
- C.** I acknowledge the combined total gross income of all borrowers and any non-borrowing spouse, and the total purchase price of the property (acquisition cost) does not exceed the program maximum limits established by VHFA shown below:

| Program Limits by Area   | Income Limits<br>1-2 Persons | Income Limits<br>3+ Persons | Purchase<br>Price 1 Unit | Purchase<br>Price 2 Unit |
|--|------------------------------|-----------------------------|--------------------------|--------------------------|
| Addison  | \$110,000                    | \$125,000                   | \$425,000                | \$450,000                |
| Bennington, Windsor  | \$100,000                    | \$115,000                   | \$425,000                | \$450,000                |
| Chittenden, Grand Isle   | \$115,000                    | \$135,000                   | \$425,000                | \$450,000                |
| Washington   | \$125,000                    | \$145,000                   | \$425,000                | \$450,000                |
| Caledonia, Essex, Franklin, Lamoille, Orange, Orleans,<br>Rutland, Windham | \$120,000                    | \$140,000                   | \$425,000                | \$450,000                |

## 6. FIRST-TIME BUYER REQUIREMENT

I acknowledge that to meet the eligibility requirement to purchase in the county of **Addison, Bennington, Chittenden, Grand Isle or Windsor**, I have NOT held an ownership interest in or received a spousal benefit from a principal residence (at any location) in the most recent 36 months. This first-time homebuyer requirement does NOT apply if:

- The property being purchased is in any other Vermont county; OR,
- At least one borrower served on active duty and was other than dishonorably discharged from the armed services and meets the definition of veteran and has provided such evidence to the lender.

## 7. FEDERAL RECAPTURE TAX

I understand that I may be subject to a Federal Recapture Tax due to the source of funding for the first mortgage loan. There is no way to predict if I will owe any Recapture Tax since it is based on how long I own the home, my income and family size at the time I sell or dispose of the property and the amount of profit on the sale, if any. I am required to pay a Federal Recapture Tax at the time I sell or dispose of the property only if all the following are met:

- A.** The property is sold within nine (9) years from the loan closing date of the mortgage loan, **AND**

- B. My income exceeds limits that are set for the year in which I sell the property and family size. These are not the same limits used for mortgage loan approval. It is my income for the year in which I sell or dispose of the property that determines if I am liable for Federal Recapture Tax, **AND**
- C. At the time the property is sold or disposed of, if I make a profit, I may be subject to the Federal Recapture Tax based on the lesser of 6.25% of the original mortgage loan amount or 50% of the profit received from the sale of my home.

If I am required to pay recapture tax, I may be eligible for reimbursement from VHFA.

**8. LOAN ASSUMPTIONS**

I understand that I cannot sell my home to a person ineligible under VHFA’s guidelines for this program unless I pay my loan in full. If I sell my home to a party ineligible under VHFA’s guidelines for this program and allow the buyer to make my payments for me (assume my loan), the servicer (which includes any successor or assignee of the lender which makes me the loan) may refuse to allow the sale and demand immediate full repayment of the loan. This could result in foreclosure or repossession of the property. In addition, if I rent the property or committed fraud or intentionally misrepresented myself when I applied for the loan, the lender or servicer may foreclose my mortgage and repossess the property.

**9. TITLE HOLDERS**

I understand that I cannot add an individual as a title holder to the property after completion of the purchase transaction. Only borrowers and non-borrowing spouse(s) that were accepted by VHFA prior to closing can take title. Adding an additional title holder could result in foreclosure or repossession of the property. In addition, if I rent the property or committed fraud or intentionally misrepresented myself when I applied for the loan, the lender or servicer may foreclose my mortgage and repossess the property.

**10. CONSENT TO DISCLOSURE**

I consent to the disclosure of my nonpublic personal information to VHFA its underwriters and servicers who may be unaffiliated third parties for purposes of doing all things related to the mortgage loan for which I have applied, including, but not limited to, regulatory compliance, origination, purchasing and servicing.

**11. REPRESENTATIONS TRUE AND CORRECT**

I declare UNDER PENALTY OF PERJURY that the foregoing representations are true and correct and understand that if I made any material misstatements or omissions in the foregoing representations, it will be considered a default under the Mortgage and, possibly a criminal offense.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Non-Borrowing Spouse

\_\_\_\_\_  
Non-Borrowing Spouse

**Lender verification:**

The Lender declares that the foregoing certifications were reviewed by each borrower and any non-borrowing spouse, and each borrower and any non-borrowing spouse acknowledged that review as evidenced by the signature above.

\_\_\_\_\_  
(Signature of Lender’s Authorized Signer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Lending Institution)

**IMPORTANT:** For ASSIST Down Payment and Closing Cost Assistance, complete page 4.

**Part II – Down Payment and Closing Cost Assistance Compliance**  
**ONLY complete this section if requesting consideration for VHFA ASSIST**

ASSIST may be available to eligible borrowers and non-borrowing spouses for down payment and closing costs. Borrowers and non-borrowing spouses must be eligible for ASSIST in addition to the VHFA MOVE program. ASSIST is only available if it is determined all program requirements have been met. Requesting consideration for ASSIST does not guarantee an approval will be issued or the funds provided.

**1. TRUE FIRST TIME HOMEBUYER REQUIREMENT**

I acknowledge that to be eligible for ASSIST, I **have NOT ever held** an ownership interest in, or received a spousal benefit from, a principal residence, at any location at any time.

**2. LIQUID ASSET RESTRICTION**

I acknowledge that I must disclose all easily converted assets and that the combined liquid assets of all borrowers and non-borrowing spouse must not exceed \$30,000 at any time during the loan process. I understand that if any funds are used to reduce debt, that amount will continue to be included in determining the asset calculation for eligibility.

**3. INCOME COMPLIANCE**

I acknowledge that I must disclose all sources of income to the lender as required per **Item 5, Income Compliance**, above. I understand that the amount of ASSIST funds I may be eligible to receive will be based on my total income as determined by the lender and VHFA.

**4. ASSIST LOAN TERM and REPAYMENT**

I understand that ASSIST is a non-amortizing loan and that receiving ASSIST funds will result in the placement of lien on the subject property and that repayment is due upon refinance, loan payoff, sale, foreclosure or any change in ownership of the property. ASSIST loans are **not** forgiven and will **not** be subordinated to any new loan.

**5. CONSENT TO DISCLOSURE**

I consent to the disclosure of my nonpublic personal information to VHFA its underwriters and servicers who may be unaffiliated third parties for purposes of doing all things related to the mortgage loan for which I have applied, including, but not limited to, regulatory compliance, origination, purchasing and servicing.

**6. REPRESENTATIONS TRUE AND CORRECT**

I declare UNDER PENALTY OF PERJURY that the foregoing representations are true and correct and understand that if I made any material misstatements or omissions in the foregoing representations, it will be considered a default under the Mortgage and, possibly a criminal offense.

**My signature below is my request to the lender to determine if I am eligible for an ASSIST loan.**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Non-Borrowing Spouse

\_\_\_\_\_  
Non-Borrowing Spouse

**Lender verification:**

The Lender declares that the foregoing certifications were reviewed by each borrower and any non-borrowing spouse, and each borrower and any non-borrowing spouse acknowledged they reviewed as evidenced by the signature above.

\_\_\_\_\_  
(Signature of Lender's Authorized Signer)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Lending Institution)