

**DESOTO DOWN PAYMENT
ASSISTANCE PROGRAM
(DPAP)**

Policies and Standard Operating Procedures



**CITY OF DESOTO
211 East Pleasant Run Road
DeSoto, Texas 75115
972-230-9690**

March 2021



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I. Introduction

The DeSoto Down Payment Assistance Program provides down payment and closing cost assistance to low- income first-time homebuyers. The program is intended to stabilize neighborhoods and provide affordable owner housing opportunities for DeSoto families. Assistance is provided in the form of a 0% loan, forgivable over the affordability period established by the HOME Investment Partnerships Program regulations (see [24 CFR 92.254](#)). The homeowners are required to repay a portion of the loan if they sell the property or no longer occupying the home as their primary residence.

This program is made available by the City of DeSoto using funding from the U.S. Department of Housing and Urban Development's Community Development Block Grant. The program is managed by the City of DeSoto. Select functions of this program may be carried out by a subrecipient of the City.

The following pages contain a detailed description of this program including policies governing the administration and operation of the program.

City of DeSoto
City Manager's Office – CDBG Program
211 East Pleasant Run Rd. Street
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II. Purpose

This program is administered by the City of DeSoto's Community Development Department. It is funded by the U.S. Department of Housing and Urban Development ([HUD](#)) through the Community Development Block Grant ([CDBG](#)) and is subject to funding availability. The City provides Direct Homebuyer Subsidy in the form of down payment and closing costs assistance granted to eligible households for the purchase of eligible properties. An income eligible homebuyer is defined as a person whose gross annual household income does not exceed 80% of the current area median income ([AMI](#)) for DeSoto, Texas, as defined by HUD. Income eligibility is further discussed in Section III of this document.

The level of assistance is dependent upon household income and an assessment of each individual household's circumstances and ability to purchase a home and sustain homeownership during the affordability period. The City of DeSoto will apply the guidance from HUD's Community Planning and Development (CPD) [Notice 18-09](#), the CDBG regulations, and local policy (see Section IV for additional information). The assistance will be provided as a forgivable 0% interest, second lien loan secured by the property. If all the terms and conditions are met, this lien will be released at the end of the affordability period. The affordability period will be based upon the amount of direct assistance provided to the homebuyer, and in compliance with HUD guidance and regulations.

III. Eligibility Requirements

Eligible applicants must adhere to the following:

A. [Meet Income Eligibility Requirements](#)

The anticipated annual gross household income from all sources may not exceed 80% of the applicable area median income for DeSoto. Income eligibility is calculated based on the current gross annual household income projected for the next twelve (12) months according to 92.203(b)(1) using the definition of income found at [24 CFR 5.609](#). The [HUD Income Calculator](#) will be used to determine income eligibility.

B. [Homebuyer Contribution](#)

The homebuyer must provide at least \$1,000 towards the down payment and/or closing costs.

C. [City of DeSoto Employees](#)

Employees of the City of DeSoto must complete a 'City Employee Request to Use HUD Funds' attachment to the program application. Additional information regarding the conflict of interest policy and procedures and the definition of 'family' as defined in the City of DeSoto Personnel Policies will be provided.

- D. **Homebuyer Education Course**
The homebuyer must successfully complete the HUD-approved Homebuyer Education Course conducted by a HUD-approved housing counseling agency. Certificates of completion of homebuyer education are acceptable for 1 year from the date of issue.
- E. **Primary Residence**
The homebuyer must maintain the property as their primary residence and provide annual recertification as requested throughout the full affordability period.
- F. **Loan Qualifications**
The homebuyer must qualify and secure a conventional, FHA, or VA loan for the purchase of the home from a private lender. A borrower's home mortgage debt service ratio (front end ratio) may not exceed 35% nor be less than 10%. A borrower's total debt to income ratio (back end ratio) may not exceed 45%. Only items considered "FHA Allowable Debt" will be included in the debt ratio calculation under the guidelines. Ratios may not exceed current FHA ratios (FHA ratios are subject to change). Ratios will be assessed by the lender, reviewed by the project administrator then the prior to closing. The homebuyer's debt ratio will be calculated on the Homebuyer Mortgage Analysis to determine eligibility. The income calculation and loan summary are received at the time an inspection is requested. All pertinent documentation will be collected and stored in the client file.
- G. **Liquid Assets**
The homebuyer must have less than \$15,000 in liquid assets (this limit includes funds from all sources, including gifts and personal funds provided for down payment and/or closing costs). The following will be considered liquid assets:
1. Cash
 2. Saving accounts
 3. Checking accounts
 4. Certificates of Deposit (CDs)
 5. Money Market Accounts
 6. In-Trust Accounts (amounts accessible, if any)
 7. Stocks, Bonds, or Mutual Fund Accounts, not part of a retirement plan
 8. Funds from gifts, as documented with a gift letter
- H. **Savings**
Borrowers are required to have a minimum of the equivalent of two (2) months of mortgage payments which include principal, interest, taxes, and insurance in cash reserves following the purchase of the home.
- I. **Employment History**
Borrowers must have continuous employment history for the past six (6) months with verifiable employment for a minimum of one (1) year.
- J. **First-Time Homebuyer**
Buyers must be a first-time homebuyer as defined below or be a relocated person from federally declared disaster area.

IV. Eligible Properties

A. Vacancy

The property must be vacant and have been vacant for a minimum of 90 days, occupied by the owner/seller of the property, or rented by the applicant. The property may not be re-occupied for the last three (3) months unless the renter is purchasing the property.

B. DeSoto City Limits

The property must be located within DeSoto's city limits, meet the program's housing standards, and pass an inspection for those adopted standards and applicable City codes. In the event the property does not meet or pass the initial inspection, notification will be sent to the appropriate contact person(s) with a list of required property repairs. After the repairs have been made, the city staff will be contacted to schedule a re-inspection. To be eligible for participation in the program the property must pass inspection. In the case of foreclosed properties (only those with no repair escrow will be eligible) that do not pass inspection, purchases can be approved provided the property is FHA insurable, the applicant is willing and able to make needed repairs to the property after closing, the total cost of repairs does not exceed \$1,500, and the applicant is willing and able to escrow funds to complete the repairs listed on the inspection report. The applicant must also agree that the property will be re-inspected after the repairs are completed to ensure compliance with applicable property standards. Cost for re-inspection, if applicable, will be paid by the City. Remedies for non-compliance with this provision include non-release of lien to facilitate the recovery of assistance provided.

C. New Homes

New homes are eligible; however, the property must be ready for occupancy. Funds will not be reserved for spec homes. Manufactured homes are excluded from this program.

D. Floodplain

If the property is located within a 100-year flood plain, a Flood Certification and flood insurance will be required.

E. Sales Price

The maximum sales price for a home cannot exceed the current 95% of the area median purchase price of \$251,000 for newly constructed housing and \$237,000 for existing housing (subject to change annually with the HUD published [HOME Homeownership Value Limits](#)). The use of an appraisal in conjunction with comparable market home prices are used to determine the sales price of the property.

F. Other

Any variance from these eligibility requirements must be submitted in writing for consideration of approval. See Section XII Grievance and Waiver of the city's Policy Procedures.

V. [Levels of Assistance](#)

Applicants who meet the eligibility requirements for purchase of qualified properties may receive assistance up to \$10,000 toward eligible costs related to down payment and closing cost assistance. The amount of assistance will be based on the underwriting and subsidy layering analysis (Attachment B) for each applicant. The City will review income documentation, underwriting and subsidy layering analysis completed by the program administrator prior to committing CDBG funds for down payment assistance. Upon final approval the city will wire the approved assistance amount per the title companies closing instructions.

VI. [Deferred Payment Loan](#)

The deferred payment loan amount is the total financial assistance (also referred to as the direct subsidy) that reduces the purchase price for the homebuyer below market or otherwise subsidizes the homebuyer. The loan will be secured by a second lien through a Subordinate Deed of Trust (no lower than second position) and a Promissory Note.

A. [Dallas Appraisal District](#)

The Subordinate Deed of Trust will be recorded with the Dallas County Clerk.

B. [Affordability Periods](#)

The loans are 0% interest with an affordability period commensurate with the amount of the subsidy provided. At the end of the affordability period, the lien is released upon the homeowner’s request. The loan will be forgiven at a rate of 1/X per month, with X = 12 multiplied by the number of years in the affordability period.

Program Assistance Amount	Minimum Affordability Period in Years
\$0 - \$10,000	5

C. [Recapture](#)

The amount of the direct subsidy subject to recapture is limited. The recaptured amount is always limited to what is available out of “net proceeds”. Net proceeds are defined by the following formula:

Subsidy					=	Recapture Amount
Subsidy	+	Investment	x	Net Proceeds		
Homeowner Investment					=	Repayment Amount
Subsidy	+	Homeowner Investment	x	Net Proceeds		

- D. **Deed of Trust**
The City's lien will be not less than a second lien.
- E. **Beneficiary Agreement**
In addition to a Deed of Trust and Promissory Note, applicant will be required to execute a beneficiary agreement.

VII. **First Mortgage**

The applicant must be able to qualify for a fixed rate loan amortized over a 15-, 20-, or 30-year period. FHA, VA, and conventional loans are eligible. The maximum allowed interest rate from the primary lender is two percentage (2%) points above the current market rate as indicated by the weekly Fannie Mae market rate for the applicable amortization period.

First liens shall require property tax and insurance escrow accounts.

The mortgage loans may not be Adjustable Rate Mortgages (ARMs) or 2-1 buy downs. The mortgage loans may not have seller-financed transactions, balloon payments, prepayment penalties, or single-premium credit life insurance provisions.

No discount points will be charged to the borrower(s) by the first lien lender. This applies whether paid by the seller, borrower, or other parties.

VIII. **Refinance / Subordination**

If the first lien is refinanced during the affordability period, then the second lien placed by City of DeSoto may be subordinated under the following conditions:

1. Must meet the mortgage guidelines in Section VII of this manual.
2. The subordination fee must be paid by the homeowner in the amount of \$10.00 before the agreement is processed.
3. It is the responsibility of homeowner (or title company on behalf of the homeowner) to file the Subordination Agreement with Dallas County.
4. The homeowner may not receive cash back from the transaction.
5. The terms of the loan are favorable for the homeowner, verified by a copy of the Closing Disclosure.

If there are extenuating circumstances (i.e. the homeowner needing to take equity out to pay for medical expenses), then a written request must be submitted for approval by city management or his/her designee.

IX. **Summary of Closing Costs and Related Expenses**

- A. **Eligible Expenses:**
1. Lender fees, excluding all third party and title fees, not to exceed \$800 excluding all third-party fees including but not limited to appraisals, fees, and escrows.
 2. Filing fees associated with recording the City of DeSoto's subordinate deed of trust.
 3. The lender may charge an origination fee of no more than 1%.
 4. All pre-paid items, including up to 14 months of homeowner's insurance (structure and contents). The City must be named as an additional loss payee on the insurance policy.
 5. A required minimum one-year homeowner warranty on all pre-owned homes (must include all major systems).
- B. **City of DeSoto Eligible Expenses**
1. An inspection fee not to exceed the amount agreed upon by contract, if the inspection service is performed by an inspector contracted for by City of DeSoto.
 2. An inspection fee not to exceed an amount determined reasonable given current market rates for similar work.
 3. If applicable, relevant program administration fees as established by contract for processing assistance.
- C. **Homebuyer Expenses**
1. The homebuyer must pay a minimum of \$1,000 towards the purchase of the property. This must be reflected on the Loan Estimate and final Closing Disclosure. This cannot be paid from the program funds. This can include any earnest money deposit paid by the homebuyer and any other costs paid by the homebuyer at or before closing.
 2. When purchasing a foreclosed property (only those with no repair escrow will be eligible), the applicant is responsible for establishing reserves sufficient to cover the cost of any items deemed necessary for the property to meet property standards. The foreclosed must be FHA insurable and necessary repairs must not exceed \$1,500.
- D. **No Cash-Out**
The buyer may not receive any cash back at as indicated on the Closing Disclosure.

X. **Lender's Responsibilities**

The program administrator must submit to the City, or its program administrator, a completed application on behalf of the homebuyer and the required supporting documents as listed on the Checklist, no less than 30 days prior to closing. The City will make its best effort to respond to lenders who submit an application inside the minimum 30-day time period as requested but will not guarantee that an approval or denial for the homebuyer's assistance from the City will be completed within the time frame.

The program administrator must ensure that the applicant attends the required Homebuyer Education Class through a HUD approved agency.

Upon the request of the program administrator, an inspection will be completed by City appointed inspector using the established Inspection Report (Attachment A). The initial inspection will be sent to the program administrator so that the homebuyer will be advised if the property meets the locally adopted property standards and applicable City codes. If the property does not meet these standards, a report will be provided listing the deficiencies that must be corrected. After any required repairs are completed, the home will be re-inspected to ensure compliance with applicable standards and codes. The property must pass inspection before the property will be considered eligible for the program. The buyer is responsible for ordering and paying for a TREC inspection prior to the City conducting the program inspection.

The program administrator must ensure that the "Notice to Seller" is signed prior to entering into a contract. Refusal by the seller to complete and return the "Notice to Seller" will automatically result in denial of assistance.

The program administrator will ensure that the total amount of assistance is listed on the first page of the Closing Disclosure.

The program administrator must ensure that the Loan Estimate and the final Closing Disclosure show the following.

1. Equity investment from applicant
2. Program administration fee, if applicable
3. Inspection fee, if applicable
4. Recording fee for Subordinate Deed of Trust
5. Cost for a one-year homeowner warranty policy

First lien holders shall require property tax and insurance escrow accounts.

XI. Implementation Process

Select functions of this program may be carried out by a program administrator on behalf of City of DeSoto. When applicable, the responsible party will be the program administrator as indicated. The City of DeSoto's current program administrator is The City Manager's Office.

- A. The applicant will be required to complete a streamlined prequalification process, beginning with the submission of a lender preapproval letter / 1003 Uniform Loan Application.
- B. The applicant will then complete a program application and document request waiver.
 1. The application will include all applicable income documents:
 - a. Two (2) months paystubs.
 - b. Most recent benefits award letter.
 - c. Child support court order / payment history for state attorney general's office.
 2. The application will include all applicable asset documents:
 - a. Two (2) bank statements (checking and savings).

- b. Life insurance (only if whole life with cash value).
 - c. Most recent statement for all retirement / investment accounts.
- C. The applicant is required to complete a homebuyer education course through an agency which has been approved by HUD. However, if a homebuyer has completed a course through another HUD-approved agency, then that course completion will be accepted within 12 months of course completion. If it has been longer than 12 months since the homebuyer education counseling course was completed, then the homebuyer will be required to complete the course again. The program administrator must provide a copy of the Certificate to the City.
- D. The applicant will order and pay for a TREC (Texas Real Estate Commission) inspection. Once complete, buyer must submit the TREC inspection to the program administrator.
- E. The City will schedule an initial inspection as early as practicable, typically once the applicant has been approved for assistance.
- F. The program administrator will submit the application packet and supporting documents to the City for review, approval, and commitment of funds.
- G. The City will receive all the required documentation to process the application. All documents must be received prior to the City's approval.
- H. The City will review and verify that the information and documents are complete and correct. The City will respond to the program administrator within 10 to 14 business days. All incomplete packets will not be processed until all information is received.
- I. Once steps A-H have been completed and approved by all responsible parties, the City will reserve assistance funds for the applicant. Funds are reserved on a first-come, first-served basis.
- J. The program administrator will request a wire transfer payable to the title company (designated by the lender) for the amount of the down payment and closing cost and/or principal reduction payment.
- K. The title company will schedule the closing at least 48 hours in advance.
- L. The program administrator will send a draft of the Closing Disclosure to the City for review at least 24 hours prior to loan closing.
- M. The City will review the Closing Disclosure. When approved, the City will approve the release of funds.
- N. Funds for the applicant will be reserved for 60 days from the date of the City's approval.

- O. During the affordability period, the Program Administrator will annually verify that the homebuyer is maintaining the home as their primary residence. This will be accomplished by verifying through TAD and AMANDA. When necessary, the Program Administrator will send the homeowner a recertification form for the homeowner's signature. The annual recertification form will be maintained in the files. If the form is not returned, the Program Administrator will make other best efforts to ensure that the homebuyer is still occupying the home as described in Section XI, Monitoring. Documentation of these efforts will be maintained in the files.

XII. Lead-Based Paint

A. Program Administrator / Contractor Responsibilities:

- 1. The program administrator must provide a copy of the lead information pamphlet "Protect Your Family from Lead in Your Home" to the applicant prior to assistance.
- 2. The program administrator must have the homebuyer, the seller, and the agent complete the Lead Disclosure Notice provided in the Lender's packet (this is to be completed even if the property is not pre-1978) and submit it to the City. All applicable blanks must be initialed or signed and dated. In addition, any knowledge of or copies of lead hazard reports regarding subject property must be reported and provided to the City. The lead disclosure notice used by the Texas Real Estate Commission may be substituted for the City's.
- 3. In all pre-1978 homes, a visual inspection of painted or varnished surfaces will be conducted. If deteriorated paint is found during the inspection, a determination will be made by the inspector as to whether the deteriorated paint exceeds the de minimus level described at 24 CFR Part 35. If the affected area is determined to be above the de minimus level, a risk assessment will be required to determine the presence of lead-based paint. If lead based paint is found, paint stabilization will be required using a certified lead abatement contractor. Proof of certification must be submitted to the City prior to commencement of work. After completion, a clearance testing must be performed by a certified lead-based paint inspector or a risk assessor.

If the affected area is determined to be below the de minimus level, the owner can address the affected deteriorated paint using safe work practices. Upon completion, the property must pass a re-inspection by either the initial property inspector or City staff. Lead abatement costs are to be negotiated between the buyer and the seller.

- 4. The City will provide copies of the Lead-Based Paint Risk Assessment and Lead-Based Paint Hazard Reduction Notices to the lender and the homebuyer.

Note: Services provided by the City for the lead hazard abatement clearance test will be at no additional cost to the homebuyer. Funds will not be released until the home has passed clearance.

B. Contractor / Owner Responsibilities for Lead Remediation Activities

Safe work practices must be used when conducting paint stabilization. Such practices include the following.

1. Appropriate actions must be taken to protect occupants from lead-based paint hazards associated with lead hazard reduction activities. For example, occupants may not enter the worksite during lead hazard reduction activities. Temporary relocation of occupants and their personal belongings may be necessary.
2. All workers on the job site must have documentation that they have completed HUD's safe work practices training.
3. All work must be completed under the supervision of a lead trained supervisor.
4. The worksite for lead hazard reduction activities must be prepared to prevent the release of leaded dust and debris.
5. Worksite cleanup removes dust and debris from the work area. Good cleanup is critical to passing clearance and leaving the home safe for habitation.

XIII. Post-Closing

- A. After closing, the following documents will be submitted to the City and maintained in the homebuyer's file for a period of time according to retention requirements:
1. Homebuyer's approved application
 2. Income Determination (including all back-up documentation)
 3. Subsidy analysis
 4. Maximum Subsidy
 5. Request for Reservation of Funds / Set-up
 6. Inspection Report
 7. Lead-Based Paint Agreement
 8. Mortgage Limits
 9. Completion Report / Invoice for Administration Fee
 10. Title insurance
 11. Appraisal
 12. Dallas Appraisal District print-out of property
 13. Closing Disclosure
 14. Homeowner's insurance
- B. Create the activity in IDIS. Enter the information from the Homebuyer Set Up and Completion Form into the newly created activity.

- C. If the property was not owned by the program administrator, then the invoice for the administration fee is submitted in the final post-closing packet. This invoice must be printed, approved, and include the following documents:
 - 1. Invoice
 - a. Write the IDIS number next to the property address
 - b. Write "Ok to pay" in the bottom right corner
 - c. Sign or initial
 - d. Date
 - 2. Pages 2-3 of the Homebuyer Set Up and Completion Form
 - 3. Page 1 of passing Inspection
 - 4. Closing Disclosure

- D. After the initial approval, a second approver must:
 - 1. Verify that all information is correct
 - 2. Write or stamp "Approved" at the bottom
 - 3. Sign or initial
 - 4. Date

- E. After both approvals, the packet is submitted to the Financial Supervisor for processing and payment.

XIV. Monitoring Compliance

To ensure compliance with HUD regulations and reporting requirements, internal monitoring procedures have been developed for use by city staff. These procedures describe the monitoring of the programmatic aspects, monitoring of individual project files, and monitoring of compliance with affordability periods. The Grant Management Financial Procedures manual describes more fully the monitoring process.

XV. Releases of Liens

The secondary lien that City of DeSoto places on the property may be released under the following conditions:

- A. **Affordability period**

The duration of the affordability period is dependent upon the amount of assistance granted as detailed in Section VI.B. The maturity date of the loan is stated in the Deed of Trust. The property must be the homeowner's primary residence throughout the entire affordability period.

- B. **Net proceeds**

If the homeowner sells the property before reaching the maturity date of the loan, then the remainder of the loan will be repaid from the net proceeds of the sale.

C. **Pay off**

If the homeowner chooses to pay the remainder of the loan before the end of the affordability period, then the lien shall be released only after the payment has been received and recorded.

After receiving all appropriate signatures, the original document must be filed with Dallas Appraisal District. Filing the Release of Lien is the responsibility of either the title company or homeowner, whomever requested the release. The original document will be sent to the responsible party. If mailed directly to the homeowner, also include filing instructions.

Add the processing date, name, address, type of release and any pertinent notes to the Release of Lien Tracker.

XVI. **Grievance and Waiver of Policy**

Applicants, lenders, or Realtors with concerns about the administration or operation of the Program should communicate these concerns, in writing to the Program Administrator. If these concerns cannot be negotiated or resolved successfully between the parties, the next level would be to submit, in writing, the issues to the City of DeSoto, Grants Coordinator for the CDBG Program. If the issues are still not resolved, the next level for review is to the City of DeSoto Grants Manager. If issues are still left unresolved, the final review will be to Grants Management, or his/her designee. Such a review shall be in writing, identifying the basis for the specific complaint or issue and the sequence of events to-date. All relevant supporting documentation should be attached.

The City of DeSoto may at any time terminate or deny assistance for applicants for any of the following reasons:

1. If any member of the household fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms
2. If any member of the household violates any of the policies and procedures under this program
3. If the applicant or household member commits fraud in connection with this program
4. If the applicant or household member has engaged in or threatened abusive or violent behavior towards City of DeSoto, program administrator or contract inspection personnel

ATTACHMENT A

MINIMUM HOUSING STANDARDS City of DeSoto, Inspection Form

This report was prepared for a municipality or other nonprofit organization in accordance with the standards and requirements of the organization. The report is not intended as a substitute for an inspection of the property by an inspector of the buyer's choice. Standard inspection performed by a Texas Real Estate Commission licensee and reported on Texas Real Estate Commission promulgated report forms may contain additional information a buyer should consider in making a decision to purchase.

	Address:		Buyer:		
	Insp Date:				
	Reinspection Date:				
	Final/Passed Date:		Year Built:		
	Inspector:				
Location	Code	Inspection Requirement	Pass	Fail	Comments
GENERAL HEALTH AND SAFETY					
Safety	1.G	Exits - Every exit from every dwelling unit shall comply with the following requirements:			
Safety	1.G.1	Exits shall be kept in a state of maintenance and repair.			
Safety	1.G.2	Exits shall be unobstructed at all times.			
Safety	1.G.3	All stairways and steps of two or more risers shall have at least one handrail, and all stairways and steps which are five feet or more in width, or which are open on both sides, shall have a handrail on each side.			
Safety	1.G.4	Every dwelling unit shall have two independent means of egress.			
Safety	1.G.5	All handrails shall be not less than 30 inches vertically above the nose of the stair treads and not less than 36 inches above the stairway platform.			
Safety	1.G.6	All balconies and platforms which are 30 inches or more above grade shall have a protective railing not less than 36 inches in height above the balcony or platform level.			
Safety	1.G.7	All stairs and steps shall have a rise height of not more than eight inches and a tread width of not less than nine inches. This requirement may be waived, i			
Safety	2.A.6	Whenever the only window in a room is a skylight type window at the top of the room, the total window area of such skylight shall be equal to at least 15 percent of the total floor area of such room.			
Safety	2.C	Electric outlets and service required - Where there is suitable electricity available from supply lines which are not more than 300 feet away from a dwelling, all existing dwellings shall be supplied with electrical services.			
Safety	2.C.11	All electric panel boxes shall be properly labeled.			
Safety	2.C.12	The minimum electrical service for each dwelling shall be 100 amps, or as adjusted and approved in writing by the			

		Assistant Director of Community Services or his/her designee.			
Safety	3.B	Maintenance of interior walls, floors, ceilings, doors and windows - Every interior partition, wall, floor, ceiling, door, window, and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition. All interior doors shall be capable of affording the privacy for which they were intended.			
Safety	3.E	Maintenance of stairways and porches - Every interior and exterior stairway, every porch and every appurtenance thereto shall be so constructed to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and, shall be kept in sound condition and in a state of maintenance and repair, including compliance with the Lead Based Paint Regulations, if applicable.			
Safety	3.H	All equipment, systems, devices, and safeguards required by these minimum standards shall be maintained in good working order.			
Safety	4.D	Minimum storage and counter areas - Each dwelling unit shall have at least one closet with a minimum of six square feet of floor area and a minimum height of 6' located within the dwelling unit. Each kitchen shall have a minimum of four-square feet of counter area.			
Safety	4.E	Maintenance of dwelling structure are maintained to prevent the dwelling unit from becoming a harborage for rodents, snakes, vermin, and insects.			
BUILDING EXTERIOR					
Exterior	2.C.6	Receptacle convenience outlets installed on the exterior of the structure or on open porches, breezeways, garages, utility rooms, etc. shall be of an approved type and be GFCI protected.			
Exterior	2.E	Screens required - Every window opening to outdoor space, which is used or intended to be used for ventilation, shall be supplied with screens covering the entire window areas required for ventilation.			
Exterior	3.A	Maintenance of foundations, exterior walls, roofs, soffits and fascia - Every foundation, exterior wall, roof, soffit, fascia and all component parts shall be weather tight, watertight, rodent proof, and insect-proof and shall be kept in a state of maintenance and repair.			
Exterior	3.A.1	All exterior surface material shall be protected from weather and the elements by lead-free paint or other protective coatings i.e., stain, in accordance with acceptable standards. The exception to painting shall be all types of exterior materials acceptable to weathering without deterioration, i.e., siding. All siding material shall be kept in a state of maintenance and repair.			

Exterior	3.A.2	In units constructed on or before 1978, treatment of all applicable surfaces, (interior and exterior) will be in full compliance with the Lead Base Paint regulations, as found at 24CFR Part 35, including all future amendments as published by HUD.			
Exterior	3.C	Rainwater drainage from roof - All rainwater shall be so drained and conveyed from every roof so as not to cause dampness/damage to interior portions of walls, ceilings, or floors of any habitable rooms, bathroom, toilet room, laundry room, or any other type of room therein. If present, all rainwater draining devices such as gutters and downspouts shall be kept in a good state of maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.			
Exterior	3.C	If present, all rainwater draining devices such as gutters and downspouts shall be kept in a good state of maintenance and repair. Ground areas around buildings shall be sloped away from the foundation walls to eliminate low areas where standing water may collect.			
Exterior	3.D	Maintenance of windows and exterior doors - Every front, rear, and side door shall be not less than two feet four inches in width and not less than six feet six inches in height, except where larger doors and doorways are required to accommodate handicapped access. In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirements may be waived. Request for waiver must be made in writing and must receive the approval of the Assistant Director of Community Services or his/her designee. In addition, the following requirements shall be met.			
Exterior	5.A	Maintenance of non-dwelling structures - Every foundation, wall, roof, window, door, hatchway, and every other entryway of every non-dwelling structure shall also be so maintained as to prevent the structure from becoming a harborage for rodents, snakes, vermin, and insects, and shall be kept in a state of maintenance and repair.			
Exterior	5.B	Protection of exterior wood surfaces - All exterior wood surfaces of all non-dwelling structures shall be properly protected from the elements and from decay and rot by lead-free paint or other approved protective coatings. If units are constructed on or before 1978, treatment of all applicable surfaces shall be in full compliance with the Lead Based Paint regulations as found at 24 CFR Part 35, including all future amendments as published by HUD.			
Exterior	5.C	Maintenance of fences - Every fence shall be kept in a state of maintenance and repair or shall be removed (unless required by local code). Replacement is optional. If a fence is to be removed and replaced installation shall be in conformance with all local requirements.			

Exterior	5.D	Grading and drainage of premises - Every premises shall be graded and maintained so no stagnant water will accumulate or stand on the premises, or within or around any building or structure located on the premises. Ground areas around buildings shall be sloped away from walls to eliminate low areas where standing water may collect.			
Exterior	5.E	Maintenance of retaining walls, sidewalks, and driveways and patios - All retaining walls shall be kept in a state of maintenance and repair. All sidewalks, service walls driveways and patios shall be kept in a state of maintenance and repair, free from obstruction, defects, uneven joints, tripping hazards, etc.			
Exterior	5.F	Maintenance of property - All areas and all parts of the premises upon which any dwelling or dwelling units are located, and all areas adjacent thereto and a part of the premises, shall be maintained and kept in a clean and sanitary condition. This shall include, but not be limited to, the cutting of grass-weeds; removal of dead trees and brush, removal of abandoned and junked automobiles, automobile bodies, chassis and parts, trailer, removal of inoperable machines and appliances, lumber pile, and building materials not being used in actual construction, tin cans, broken glass, broken furniture, boxes, crates and other debris, rubbish, junk and garbage.			
Exterior	5.H	Abandoned wells and cisterns - Every owner of a dwelling which contains an abandoned well or cistern on the premises shall close and fill them in a proper manner.			
Exterior	5.I	All accessory structures shall be maintained structurally sound and in good repair.			
LIVING ROOM					
LR	2.A	Required window area - Every habitable room, provided such rooms are adequately lighted, shall have at least one open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:			
LR	2.A.1	1/12 of the floor area if two or more separate windows exist, or;			
LR	2.A.2	1/10 of the floor area if only one window exists;			
LR	2.A.3	A minimum of 12 square feet of window area is required in habitable rooms other than kitchens and baths;			
LR	2.B	Adequate ventilation required - Every habitable room shall have at least one window or skylight which can easily be opened, or other such device that as will ventilate the room. The total openable window area, in every habitable room, shall be equal to at least 50 percent of the minimum window area size as required above, except where there is supplied some other device affording ventilation.			

LR	2.C.1	Every habitable room within such dwelling shall contain at minimum, two separate and remote wall type electric convenience outlets. Habitable rooms over 120 square feet, shall contain, at a minimum, three separate and remote wall type electric convenience outlets. All newly installed outlets shall be of the grounded type. Temporary wiring or extension cords shall not be used as permanent wiring.			
LR	2.C.2	Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type electric convenience outlet controlled by a remote switch.			
LR	2.C.7	A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.			
LR	2.C.8	All broken and or missing switch plates and or receptacle plates shall be replaced.			
LR	2.C.9	All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.			
LR	2.C.10	If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.			
LR	3.B	Maintenance of interior floors, - Every interior floor and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition. All interior doors shall be capable of affording the privacy for which they were intended.			
LR	3.D.1	All exterior doors to the outside shall be equipped with adequate security locks. All windows accessible from ground level without the aid of mechanical devices shall have a security device-lock. The security device lock shall not require special knowledge or a key to operate.			
LR	3.D.2	Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.			
LR	3.D.3	Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.			
LR	3.D.4	Every exterior and interior door, when closed, shall fit well within its frame.			

LR	3.D.5	Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.			
LR	3.D.6	Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.			
LR	4.A	Minimum ceiling height - No habitable room in a dwelling or dwelling unit shall have a ceiling height of less than seven feet six inches. At least half of the floor area of every habitable room located above the first floor shall have a ceiling height of seven feet six inches, and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room or for the purpose of determining maximum floor area.			
LR	4.A	All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of seven feet.			
KITCHEN					
Kit	1.A	Kitchens - Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:			
Kit	1.A.1	Kitchen Sink: It shall contain an approved kitchen sink, properly connected to both hot and cold running water lines, under pressure, and maintained in working order. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance.			
Kit	1.A.2	Stove: It shall contain a stove (gas or electric), properly connected to the source of power, maintained in working order, and capable of supplying the service for which it is intended.			
Kit	1.A.4	In properties being acquired for homeownership, if the purchasers will be furnishing their own appliances, there shall be sufficient space and all required electrical-gas hookups, properly installed to facilitate the use of said appliances.			
Kit	1.E	Hot and cold water lines to bath and kitchen - Every dwelling shall have supplied water-heating facilities which are properly installed and maintained in working condition, free of leaks and properly connected to required hot water lines capable of heating water to be drawn for every bath as well as general usage.			
Kit	1.F	Connection of sanitary facilities to water and sewer-septic system - Every kitchen sink, toilet, lavatory basin and bathtub and/or shower and other plumbing fixtures shall be maintained in working condition and be properly connected to an approved water, and sewer or septic system.			

Kit	2.A.4	A kitchen may pass without a window area, provided, there is a mechanical means of ventilation which is maintained in working order.			
Kit	2.C.3	Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch. Every bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one electric convenience outlet. Wall type convenience outlets used in bathrooms that are within six feet of a water source shall be GFCI protected.			
Kit	2.C.4	Every kitchen shall be wired to meet the requirements of the N.E.C. at the time of original construction, based on the size and layout of each individual kitchen; however, electric outlets within six feet of a water source shall be GFCI protected.			
Kit	2.C.5	All heavy duty appliances (i.e., window air conditioners, electric stove, etc.) shall be supplied with a properly installed outlet(s) on a separate circuit, as applicable.			
Kit	2.C.7	A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.			
Kit	2.C.8	All broken and or missing switch plates and or receptacle plates shall be replaced.			
Kit	2.C.9	All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.			
Kit	2.C.10	If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.			
Kit	3.D.2	Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.			
Kit	3.D.3	Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.			
Kit	3.D.4	Every exterior and interior door, when closed, shall fit well within its frame.			
Kit	3.D.5	Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.			

Kit	3.D.6	Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.			
Kit	3.F	Maintenance of supplied plumbing fixtures - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.			
Kit	3.G	Maintenance of bathroom, toilet rooms, kitchen and utility room floors - Every bathroom, toilet room, kitchen and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.			
BATHROOM					
Bath	1.B	Toilet room - Every dwelling unit, shall contain a room, which is equipped with a flush water closet and a properly installed lavatory. All lavatories shall be properly connected to both hot and cold running water, under pressure, and shall be properly maintained in working order.			
Bath	1.B	All flush water closets shall be properly connected to the water supply, under pressure, have an approved anti-siphon valve assembly, and shall be maintained in working order.			
Bath	1.C	Bath - Every dwelling unit shall contain a bathtub and/or shower. Potable water supply piping, water discharge outlets, backflow prevention devices or similar equipment shall not be so located as to make possible their submergence in any contaminated or polluted liquid or substance. Said bathtub and/or shower may be in the same room as the flush water closet and lavatory or said bathtub and/or shower may be in a separate room. In all cases, these facilities shall be properly connected to both hot and cold running water lines, under pressure, and shall be maintained in working order.			
Bath	1.D	Privacy in room containing toilet and bath tub - Every toilet and every bath shall be contained in a room or within separate rooms which affords privacy to a person within said room or rooms. Toilets and bathrooms shall have doors with a privacy-type lock and such doors, lock and hardware shall be operable and maintained in working order.			
Bath	1.E	Hot and cold water lines to bath and kitchen - Every dwelling shall have supplied water-heating facilities which are properly installed and maintained in working condition, free of leaks and properly connected to required hot water lines capable of heating water to be drawn for every bath as well as general usage.			

Bath	1.F	Connection of sanitary facilities to water and sewer-septic system - Every kitchen sink, toilet, lavatory basin and bathtub and/or shower and other plumbing fixtures shall be maintained in working condition and be properly connected to an approved water, and sewer or septic system.			
Bath	2.C.3	Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch. Every bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one electric convenience outlet. Wall type convenience outlets used in bathrooms that are within six feet of a water source shall be GFCI protected.			
Bath	2.C.3	Wall type convenience outlets used in bathrooms that are within six feet of a water source shall be GFCI protected.			
Bath	2.C.7	A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.			
Bath	2.C.8	All broken and or missing switch plates and or receptacle plates shall be replaced.			
Bath	2.C.9	All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.			
Bath	2.C.10	If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.			
Bath	3.B	Maintenance of interior floors - Every interior floor and all component parts shall be kept in a state of maintenance and repair, and shall be maintained in such a manner so as to be capable of being kept in a clean and sanitary condition. All interior doors shall be capable of affording the privacy for which they were intended.			
Bath	3.D.2	Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.			
Bath	3.D.3	Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.			
Bath	3.D.4	Every exterior and interior door, when closed, shall fit well within its frame.			

Bath	3.D.5	Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.			
Bath	3.D.6	Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.			
Bath	3.F	Maintenance of supplied plumbing fixtures - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.			
Bath	3.G	Maintenance of bathroom, toilet rooms, kitchen and utility room floors - Every bathroom, toilet room, kitchen and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.			
Bath	4.A	A ceiling height of a minimum of seven feet is acceptable in bathrooms, toilets rooms, hallways, utility rooms, and kitchens.			
Bath	4.B	Maintenance of sleeping, bath and toilet rooms - No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangement that access to a bathroom or toilet room intended for use by the occupants can be had only by going through another sleeping room or bathroom or toilet room.			
Bath	4.C	Occupants to have access to sanitary facilities - Every occupant of every dwelling unit shall have unrestricted access to a toilet, to a bath, and to a kitchen sink and lavatory basin located within that dwelling unit.			
BEDROOM					
BR	1.H	Smoke detectors - All residential structures shall have U. L. approved hard wired smoke detectors or battery operated smoke detectors, in operable condition, properly installed in all bedrooms and in hallways adjacent to bedrooms. All smoke detectors shall be replaced if the date of the manufacturer's useful life has expired or is not indicated.			
BR	2.A	Required window area - Every habitable room, provided such rooms are adequately lighted, shall have at least one open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:			
BR	2.A.1	1/12 of the floor area if two or more separate windows exist, or;			
BR	2.A.2	1/10 of the floor area if only one window exists;			
BR	2.A.3	A minimum of 12 square feet of window area is required in habitable rooms other than kitchens and baths;			

BR	2.A.5	Every dwelling unit shall have access directly to the outside. Every sleeping room shall have at least one (1) operable window or exterior door approved for emergency egress or rescue. The windows shall be operable from the inside to provide a clear opening without the use of separate tools or key.			
BR	2.A.6	All egress windows from sleeping rooms shall have a minimum net clear opening of 5.7 square feet. The minimum net clear opening height dimension shall be twenty-four inches (24"). The minimum net clear opening width dimension shall be twenty inches (20"). Where windows are provided as a means of egress or rescue, they shall have a finished sill height not more than forty-four inches (44"). Pre-existing windows that do not meet these requirements but met applicable code at the time the structure was built or window installed are exempt from this requirement.			
BR	2.B	Adequate ventilation required - Every habitable room shall have at least one window or skylight which can easily be opened, or other such device that as will ventilate the room. The total openable window area, in every habitable room, shall be equal to at least 50 percent of the minimum window area size as required above, except where there is supplied some other device affording ventilation.			
BR	2.C.1	Every habitable room within such dwelling shall contain at minimum, two separate and remote wall type electric convenience outlets. Habitable rooms over 120 square feet, shall contain, at a minimum, three separate and remote wall type electric convenience outlets. All newly installed outlets shall be of the grounded type. Temporary wiring or extension cords shall not be used as permanent wiring.			
BR	2.C.2	Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type electric convenience outlet controlled by a remote switch.			
BR	2.C.7	A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.			
BR	2.C.8	All broken and or missing switch plates and or receptacle plates shall be replaced.			
BR	2.C.9	All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.			

BR	2.C.10	If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.			
BR	3.D.2	Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.			
BR	3.D.3	Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.			
BR	3.D.4	Every exterior and interior door, when closed, shall fit well within its frame.			
BR	3.D.5	Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.			
BR	3.D.6	Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.			
BR	4.A	Minimum ceiling height - No habitable room in a dwelling or dwelling unit shall have a ceiling height of less than seven feet six inches. At least half of the floor area of every habitable room located above the first floor shall have a ceiling height of seven feet six inches, and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room or for the purpose of determining maximum floor area.			
BR	4.A	All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of seven feet.			
OTHER ROOMS NOT USED FOR SLEEPING (including all enclosed areas)					
OR	2.B	Adequate ventilation required - Every habitable room shall have at least one window or skylight which can easily be opened, or other such device that as will ventilate the room. The total openable window area, in every habitable room, shall be equal to at least 50 percent of the minimum window area size as required above, except where there is supplied some other device affording ventilation.			
OR	2.C.3	Every toilet room, bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one supplied ceiling or wall type electric light fixture, controlled by a wall switch. Every bathroom, laundry, furnace room, and hallway (hallway where applicable) shall contain at least one electric convenience outlet. Wall type convenience outlets used in bathrooms that are within six feet of a water source shall be GFCI protected.			

OR	2.C.7	A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.			
OR	2.C.8	All broken and or missing switch plates and or receptacle plates shall be replaced.			
OR	2.C.9	All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.			
OR	2.C.10	If a unit does not have a central air-condition system and central air will not be installed, at a minimum proper grounded outlet shall be installed under one window or within two feet of the window in each habitable room to allow the occupants to install window air conditioning units.			
OR	3.D.2	Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.			
OR	3.D.3	Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.			
OR	3.D.4	Every exterior and interior door, when closed, shall fit well within its frame.			
OR	3.D.5	Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.			
OR	3.D.6	Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.			
OR	3.G	Maintenance of bathroom, toilet rooms, kitchen and utility room floors - Every bathroom, toilet room, kitchen and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.			
OR	4.A	A ceiling height of a minimum of seven feet is acceptable in bathrooms, toilets rooms, hallways, utility rooms, and kitchens.			
OR	4.A	All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of seven feet.			

SECONDARY ROOMS - GARAGE

Sec Rm	2.C.7	A wall switch shall control all wall and or ceiling type lighting fixtures, except that porcelain type fixtures such as those used in attics or garages may be controlled with a proper pull chain. All old pendant type lighting fixtures shall be removed and replaced with properly installed non-pendant type fixtures.			
Sec Rm	2.C.8	All broken and or missing switch plates and or receptacle plates shall be replaced.			
Sec Rm	2.C.9	All outlets, appurtenances, and fixtures shall be properly installed, shall be maintained in working condition, and shall be connected to the source of electric power in a proper manner and shall be in accordance with the electrical code of the city and or the N.E.C. at time of original construction, as applicable.			
Sec Rm	3.D.2	Every window sash shall be fully equipped with glass window panes which are without cracks or holes, and all panes shall be secured.			
Sec Rm	3.D.3	Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware, not broom handles, sticks or other such items.			
Sec Rm	3.D.4	Every exterior and interior door, when closed, shall fit well within its frame.			
Sec Rm	3.D.5	Every exterior and interior door, door hinge, and door latch and or lock shall be maintained in good working condition.			
Sec Rm	3.D.6	Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction, so as to exclude rain, as completely as possible and to the maximum extent feasible substantially exclude wind from entering the dwelling or structure, i.e., it must have adequate weather-stripping.			
Sec Rm	3.G	Maintenance of bathroom, toilet rooms, kitchen and utility room floors - Every bathroom, toilet room, kitchen and utility room floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.			
HEATING					
Heat	2.D	Heating facilities - All heating facilities shall be properly installed, be maintained in working condition and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least 70 degrees F. (21 degrees C.) at a distance three feet above the floor. Every supplied central heating system shall comply with all of the following requirements:			
Heat	2.D.1	The central heating unit shall be safe and in good working condition.			
Heat	2.D.2	Every heat duct, steam pipe, and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.			

Heat	2.D.3	Every seal between any of the section of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts.			
Heat	2.D.4	All fuel burning heating systems shall be inspected to determine if the unit is safe and capable of supplying heat as required above.			
Heat	2.D.5	Each dwelling and/or dwelling unit shall be equipped with an approved heating system/appliance capable of meeting the requirements of Section D.			
Heat	2.D.6	Unapproved heating systems/appliances are not allowed, i.e. unvented, fuel burning space heaters.			
WATER HEATER					
WH	1.E	Hot water storage associated with water heating facilities shall be not less than the following minimum capacities: one dwelling unit - 30 gallons			
Bath	1.E	Hot and cold water lines to bath and kitchen - Every dwelling shall have supplied water-heating facilities which are properly installed and maintained in working condition, free of leaks and properly connected to required hot water lines capable of heating water to be drawn for every bath as well as general usage.			
WH	1.E	No water heaters shall be allowed in bathrooms or closets other than for the specific purpose of housing the water heater. All water heaters shall be properly installed, vented, and sealed and shall be equipped with a properly installed pressure temperature relief (TPR) valve and a properly installed TPR discharge line.			
PLUMBING					
Plmb	3.F	Maintenance of supplied plumbing fixtures - Every supplied plumbing fixture and water and waste pipe shall be properly installed in accordance with the plumbing code of the City and maintained in safe, sanitary working condition, free from leaks, defects and obstructions.			
Plmb	5.G	Water supply – connect to water main - Every owner of a dwelling unit situated on property which abuts any street or alley in which a water main is laid, shall cause the water service system of his dwelling to be connected to such main.			
SEWER CONNECTION					
Sewer	1.F	Connection of sanitary facilities to water and sewer-septic system - Every kitchen sink, toilet, lavatory basin and bathtub and/or shower and other plumbing fixtures shall be maintained in working condition and be properly connected to an approved water, and sewer or septic system.			
Inspector Signature					
Date					

Attachment B

HOME BUYER MORTGAGE ANALYSIS			Key	
Project:	AHAP		White spaces indicate data entry	
Buyer:				
House Information				
Purchase Price				
Appraised Value				
Bank Requirements				
Bank Ratio Front End	35%			
Back End	45%			
Annual Interest Rate				
Loan Term (Years)	30			
Constant Annual Percent	0.0333			
Loan to Value (LTV)	97%			
Closing Costs				
Family Information				
Annual Income			\$0.00	Monthly Income
Annual Taxes			\$0.00	Monthly Taxes
Annual Insurance			\$0.00	Monthly Insurance
Total Credit Card Debt				
Debt Capacity				
Monthly Income x Front Ratio	\$	-	Debt Service for Loan	\$0.00
- Taxes	\$	-	+ Monthly Taxes	\$0.00
- Insurance	\$	-	+ Monthly Insurance	\$0.00
- Other Monthly Housing Cost			= Monthly Mortgage Payment	\$0.00
= Max. Monthly Debt Service-Fron	\$	-		
Monthly Income x Back Ratio	\$	-		
- Taxes	\$	-		
- Insurance	\$	-		
- Other Monthly Housing Cost	\$	-		
- Loan Payments				
- Credit Card Payments				
- Other Monthly Obligation				
= Max. Monthly Debt Service-Back	\$	-		
Maximum Monthly Debt Service	\$	-		
Maximum Loan Using Front/Back	\$	-		
Maximum Loan Using LTV	\$	-		
Maximum Loan	\$	-		
			Preparer _____ Date _____	
Permanent Mortgage				
Purchase Price	\$	-		
Loan Amount				
Equity Needed	\$	-		
Closing Costs	\$	-		
Seller credits				
Cash Available from Buyer	\$	1,000		
Buyer Assistance Needed	\$	-		
			CoA Reviewer _____ Date _____	
			CoA Approver _____ Date _____	