

## RECAPTURE PROVISIONS

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### HOME Consortium

#### SPECIFIC HOME REQUIREMENTS

##### Resale/Recapture Provisions

All members (subrecipients) of the Consortium have elected to use recapture provisions. The original homebuyer is permitted to sell the property to any willing buyer during the period of affordability although Consortium subrecipients will be able to recapture the entire amount of the HOME-assistance provided to the original homebuyer that enabled the homebuyer to buy the unit. Recapture provisions are triggered by any transfer of title, either voluntary or involuntary, or if the property is no longer used as the owner's primary residence during the established HOME period of affordability.

The period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. If the total HOME investment in the unit is under \$15,000, the period of affordability is 5 years; if the HOME investment is between \$15,000 and \$40,000, the period of affordability is 10 years and if the HOME investment is over \$40,000, the period of affordability is 20 years.

Direct HOME subsidy includes the total HOME investment (including program income) that enabled the homebuyer to purchase the property. This may include down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer. The amount of recapture is limited to the net proceeds available from the sale of the home. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

**Recapture** of initial HOME investment shall be secured by note and deed of trust for a term not less than the applicable period of affordability. Consortium subrecipients will also execute a HOME written agreement that accurately reflects the recapture provisions with the homebuyer before or at the time of sale. A clear, detailed written agreement ensures that all parties are aware of the specific HOME requirements applicable to the unit. The written agreement is a legal obligation. The HOME written agreement is a separate legal document from any loan instrument.