



# BLAINE COUNTY HOUSING AUTHORITY

## Notice of Intent to Sell a Community Housing Unit and Pricing Agreement

Property Owner(s) Name: \_\_\_\_\_

Community Housing Unit Address: \_\_\_\_\_

City: \_\_\_\_\_, Idaho

Legal Description: \_\_\_\_\_

\_\_\_\_\_

To preserve the long-term affordability of Community Housing, all owners of Community Housing interested in selling are required to honor the applicable Deed Covenant and take certain steps to ensure compliance with it. BCHA will work diligently with Community Homeowners to assist them in matching qualified buyers with their Community Homes. However, BCHA does not guarantee the sale of a Community Home, nor that the Home will sell at any particular price or within any particular time frame.

1. **The Owner understands that The Blaine County Housing Authority (hereinafter "Housing Authority") is not acting as a Real Estate Broker in the purchase and sale of the subject Community Housing Unit. The Housing Authority represents neither the Owner nor the Purchaser and is acting solely in the interest of the Housing Authority in furtherance of the goals expressed in the Housing Guidelines and in accordance with the deed restriction on the Community Housing Unit. The Owner is encouraged to seek the advice of competent professionals to represent the Owner's interests in the proposed purchase and sale transaction.**
2. The Owner hereby notifies the Housing Authority that Owner intends to sell the referenced Community Housing Unit and hereby authorizes the Housing Authority to begin the process of qualifying and selecting potential purchasers in accordance with the Housing Guidelines and with the deed restriction on the subject property. The Housing Authority will provide the contact information for qualifying Purchaser(s) to the Owner. Owner agrees to follow the procedures set out in the Housing Guidelines and the deed restriction with regard to negotiation with potential purchasers. Owner further agrees to keep Housing Authority fully informed as to the progress of those negotiations and to provide Housing Authority with copies of all legal documentation within one business day of the execution of any such documentation.
3. Owner acknowledges that the deed restriction on the property provides that Housing Authority shall receive a fee upon the closing of any sale of the subject Community Housing Unit and that said fee is independent of any fees Owner may pay to Owner's real estate broker or professional representatives. Such fee shall be paid directly to Housing Authority by escrow agent at closing. **Concurrently with execution of this agreement, Owner has paid to Housing Authority a non-refundable fee in the amount of \$\_\_\_\_\_ to begin the buyer qualification and selection process. Owner and Housing Authority hereby agree that said \$\_\_\_\_\_ shall be deducted from the administration fee, \$\_\_\_\_\_, due to the Housing Authority at closing of the purchase and sale transaction. In the event that the Owner fails to perform as specified in this Agreement, rejects an offer at maximum price in cash or cash-equivalent terms, or decides to withdraw this Notice of Intent to Sell after the BCHA has commenced the buyer selection process, this \$\_\_\_\_\_ payment will not be refunded.**

In the event that the Owner withdraws for failure of any bids to be received at the maximum price specified herein, any advertising and administrative costs shall be deducted from the \$500.00 fee, and any remaining balance shall be credited against the amount due to the BCHA when the property is ultimately sold.

4. Owner and Housing Authority agree that the Housing Guidelines and deed restriction on the subject Community Housing Unit limit the sale price of said Unit to an amount not to exceed \_\_\_\_\_ **Dollars and no/100.**
5. Owner hereby represents to Housing Authority that Owner will sell the subject Community Housing Unit at a price of \$\_\_\_\_\_ (must be equal to or less than the figure in paragraph 4 above).  
Owner acknowledges that the price in paragraph 4 is the maximum sales price and that the property will be offered for sale at \_\_\_\_\_ **Dollars and no/100.**
6. If Owner has chosen to utilize the services of a licensed real estate broker, Owner shall within 3 business days of execution of this agreement, provide Housing Authority with a copy of the executed listing agreement (on forms approved by the Idaho Real Estate Commission) and a letter from said broker acknowledging that broker has reviewed and understands the restrictions placed on the resale of the Community Housing Unit by the Housing Guidelines and the deed restriction.
7. Owner, by Owner's signature below, represents and warrants to Housing Authority that Owner will in good faith do and perform all actions and execute all agreements necessary to consummate a sale of the referenced Community Housing Unit, at the price noted in paragraph 5 above, to a Purchaser qualified in accordance with the Housing Guidelines and the deed restriction on the property.
8. If Owner has chosen not to utilize the services of a licensed real estate broker, the Owner and Housing Authority acknowledge and agree that this Agreement will take the place of the "listing agreement on forms approved by the Idaho Real Estate Commission" if such form is referenced by the deed restriction on the subject property.

Name of Owner's Real Estate Brokerage and Agent:

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

- OR- Owner's initials below indicate that Owner has chosen not to utilize the services of a Real Estate Broker in this transaction and will market the property directly to potential Purchasers selected in accordance with the Housing Guidelines and deed restriction.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Owner's Initials

9. Name of Owner's Attorney (if any): \_\_\_\_\_.
10. Owner acknowledges receipt of a copy of Section 5 of the Community Housing Guidelines, entitled "Selling Community Housing", and further understands that the sale of the Owner's Community Home will be conducted according to the procedures set forth in the Community Housing Guidelines, Section 5 "Selling Community Housing", Attached as an Addendum to this agreement.

\_\_\_\_\_  
Owner's Initials

\_\_\_\_\_  
Owner's Initials

11. Within three days of execution of this Agreement, Owner agrees to deliver to the BCHA a completed "Property Disclosure Form" meeting the requirements of Title 55, Title 25 of the Idaho Code.
12. This agreement shall expire upon the earlier of 180 days from execution or the closing date of



# Table of Contents

- Section 5. Selling Community Housing.....19
  - A. Deed Covenants ..... 19
  - B. Fees..... 19
    - Income-restricted Community Homes:..... 19
    - Workforce Market Community Homes:..... 19
  - C. Procedure..... 20
    - Prior to Selling. Notifying BCHA of Intent to Sell..... 20
    - Selection of Purchaser and Solicitation of Offers ..... 21
  - D. Additional Information Related to the Sale of Community Housing by a Community Homeowner.....22

## Section 5. Selling Community Housing

Every sale of a Community Home must comply with the deed covenant. BCHA may identify qualified purchasers but does not guarantee the sale of the home.

### A. Deed Covenants

Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk’s Office of Blaine County, concurrent with the closing of the sale, a document acknowledging the purchaser’s agreement to be bound by the recorded deed covenant covering the Community Home and these Guidelines.

### B. Fees

#### 1) Income -restricted Community Homes:

Unless otherwise instructed by BCHA staff, the seller must pay a non- refundable prepayment of \$500.00 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount may be deducted from the total Administration Fee due to BCHA at closing. This fee may offset costs of radon testing and a home inspection. The home inspection may be critical in calculating the maximum sale price of the home.

At the closing of the sale of the income restricted home, the seller must pay BCHA an Administration Fee equal to three percent (3%) of the sale price or the amount stated in the Deed Covenant if it is less than three percent (3%). The requirement to pay this fee is contained in the Deed Covenant. BCHA may instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing. However, if the home is sold in less than five (5) years of purchase, the percentage may be greater than 3%. The Fee amount is identified in the deed.

#### 2) Workforce Market Community Homes:

At closing of the sale, the seller must pay BCHA a fee as set forth in the deed covenant in the Notice of Intent to Sell.

### C. Procedure

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate

agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA may treat every purchaser and seller of Community Housing with fairness in accordance with these Community Housing Guidelines and will prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

## 1) Prior to Selling Notifying BCHA of Intent to Sell

- a) A Community Homeowner interested in selling their Community Home must:
  - i. meet with BCHA staff and review the Deed Covenant to determine the maximum sales price permitted and other applicable provisions concerning a sale. A home inspection will be conducted to determine the good upkeep of the home. The sale price may not include carryover for improvements completed by the previous owner. The Deed Covenant, Home Inspection, and Section 7 of these Guidelines are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants; and
  - ii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided on BCHA’s website (or requested by email). The selection of the purchaser and terms of the transaction may be as described in the Community Housing Guidelines in effect on the date BCHA receives the Notice of Intent to Sell.
- b) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale must be monitored and must be approved by BCHA.
- c) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner must reimburse BCHA in accordance with Section 5(B)(above).
- d) If a real estate broker is used, the broker must, **prior to the execution of the listing agreement for the Community Home**, sign an acknowledgement and agreement with BCHA that the sale may be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Guidelines.
- e) If the seller consults with legal counsel, licensed real estate brokers, or such related services, the fees may be at the seller’s own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or purchaser in connection with the sales transaction.

## 2) Selection of Purchaser and Solicitation of Offers

- a) After BCHA receives the “Notice of Intent to Sell” from the owner, BCHA may create an Applicant Pool for each Community Home to be offered, as outlined in Section 4(A).
- b) BCHA may notify each of the qualifying Applicants, beginning with the longest tenured Applicant, to determine their interest in the available Home. BCHA may coordinate with the

Seller, Applicant, or their agents (if applicable) times for viewing the Community Home. Should no eligible applicant be found in the database, all applicants may be notified of the community home availability and its income category. If a waiting list applicant believes they now qualify for the income category indicated, they may contact BCHA for review of income.

- c) Once an Applicant has viewed the Home and is interested in purchasing the Home,
  1. The Applicant must ensure that all application information is updated and verified to the satisfaction of BCHA.
  2. If the selection criteria are met, the Applicant(s) may be given the opportunity to purchase the Home.  
The Applicant must ensure that all application information is current on an ongoing basis.
  3. Neither BCHA nor the Seller is obliged to delay the sale of a Community Home for more than five (5) business days to allow an Applicant to update his or her application information.
- d) An Applicant, selected under this procedure, will have five (5) business days from the date of being notified by BCHA to execute a Purchase and Sale Agreement for the Community Home.
  1. If the Applicant does not execute a Purchase and Sale Agreement within that time, the Applicant must forfeit their position in the Applicant Pool, and
  2. The next person in line in the Applicant Pool may be notified and so on, until the Community Home is under contract for purchase.
- e) If the Owner and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next eligible applicant.

#### D. Additional Information Related to the Sale of Community Housing by a Community Homeowner.

- 1) BCHA, its staff and Board of Commissioners, do not act as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests in administering the Deed Covenant.
- 2) The Owner of a Community Home is responsible for the sale of the Community Home throughout the process.
- 3) Both the Owner and Purchaser are solely responsible for fees charged by their respective agents during and at the conclusion of the Community Home Sale Process.
- 4) Other Fees not charged by BCHA and not contemplated by this Section of the Community Housing Guidelines must not be incorporated into the Initial Purchase Price unless the total of those fees when added to the Purchase Price is less than the Maximum Resale Price listed in the Notice of Intent to Sell.
- 5) BCHA does not guarantee that a Community Homeowner may realize the maximum calculated resale price of the Community Home.
- 6) Not more than one Home may be owned by the same person (Applicant), either as a sole owner or as a Joint Tenant or Tenant-in-Common, nor may another member of an Applicant's Household own another Home.

- 7) If a Notice of Intent to Sell has been given to BCHA and the owner must relocate to another area before the Community Home has been sold, the home may, upon approval of BCHA, be rented to a qualified individual, in accordance with these Guidelines (See Sections 3 and 7) for a maximum period of two (2) years. Notice of the owner's intent to rent the Community Home should also be provided to any applicable homeowners' association at the time the rental request to BCHA is made. A letter requesting permission from BCHA to rent the Community Home until it is sold must be sent to BCHA before the home can be rented.
- 8) If an Owner wishes to lease the Community Home during the Community Home Sales Process, all Tenants must be qualified by BCHA and the Community Home must be leased pursuant to the terms set forth in the Deed Covenant on the Community Home or, if there are no such provisions in the Deed Covenant, upon terms approved by BCHA.
- 9) Each Tenant is entitled to a minimum six (6) month written lease that includes a move out clause with a sixty (60) day notification to the Tenant that the Community Home has been sold. A copy of the executed lease must be furnished by the owner to BCHA.