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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.