

**Riverside County  
Housing and Workforce Solutions  
3403 Tenth Street, Suite 300  
Riverside, CA 92501  
951-955-0784**

**HOMEOWNERSHIP NOTICE TO SELLERS AND BUYERS (ARPA FTHB)**

Name of Seller(s)	Name of Buyer(s)

Property Address Located at: \_\_\_\_\_

Before a binding sales contract may be executed between the Seller(s) and the Buyer(s), as listed above, the parties warrant that the following is true:

**I. Seller's Disclosure (initial & fill-out):**

- 1) Seller(s) has/have been advised that the property is being purchased with State assistance.
- 2) Seller(s) is/are voluntarily selling the property. The buyer does not have eminent domain authority. The County of Riverside will not use its eminent domain authority to purchase the property if Seller(s) and Buyer(s) do not reach an amicable agreement. This information is provided as an informational notice to comply with the Uniform Relocation and Real Property Acquisitions Policy Act (URA).
- 3) Seller(s) acknowledge that the property will not be acquired using the Riverside County ARPA First Time Home Buyer Program (ARPA FTHB) if negotiations with the Buyer(s) fail to result in an agreement. The URA requires that the Seller(s) be informed of the estimated market value of the property. Since Seller(s) and Buyer(s) are entering into the purchase agreement before being provided an estimate of the current market value, seller(s) acknowledge that an informational notice with the property's appraised market value will be provided prior to close of escrow.
- 4) Seller(s) acknowledge that ARPA FTHB processing turnaround times are longer for properties that are 50 years old or older.
- 5) Seller(s) has/have been advised that the Buyer(s) will apply to the Riverside County ARPA FTHB Program for financial assistance in purchasing the Property, and that said assistance is subject to both the Buyer(s) and the Property qualifying for the ARPA FTHB. Property must be in standard condition and ready for occupancy upon close of escrow, as determined by the ARPA FTHB Program.
- 6) Seller certifies (check one):
  - Property is not a bank owned foreclosure and is owner occupied (*Skip to Section II*)
  - Property is not a bank owned foreclosure and is/was tenant occupied (*Skip to Question 7*)
  - Property is a bank owned foreclosure and was owner occupied
  - Property is a bank owned foreclosure and is/was tenant occupied (*Skip to Question 7*)
  - Other \_\_\_\_\_

7) Was a lease executed with the former mortgager allowing them to remain in the property after time of foreclosure?

Yes (*Continue to Question 8*)       No (*Skip to Section II*)

8) Property is presently (check one):

- Vacant and has been for at least 90 days prior to date of initial offer to purchase  
Date Last Occupied: \_\_\_\_\_ (*Continue to Question 9*)
- Vacant and has been for less than 90 days prior to date of initial offer to purchase  
Date Last Occupied: \_\_\_\_\_ (*Continue to Question 9*)
- Currently Tenant Occupied and tenant is the buyer (*Skip to Section II*)
- Currently Tenant Occupied and tenant is not the buyer (*Stop-property does not qualify*)

9) All of the following qualifications must be met in order for a property which was tenant occupied to qualify for ARPA FTHB. If all items below cannot be provided, property does NOT qualify for ARPA FTHB. *All requested items below must be included in the initial file submission to Riverside County HWS.*

- Tenant was given 90 days written notice to vacate at least 90 days prior to the initial offer to purchase and documentation of this notice will be provided to Riverside County HWS
- Tenant was not a Section 8 Renter
- Tenant's lease will be provided to Riverside County HWS

10) Seller(s) has/have been advised that the Buyer(s) will apply to the Riverside County ARPA First Time Home Buyer (ARPA FTHB) Program for financial assistance in purchasing the Property, and that said assistance is subject to both the Buyer(s) and the Property qualifying for the FTHB. Property must be in standard condition and ready for occupancy upon close of escrow, as determined by the FTHB Program.

## **II. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement**

**Answer and complete the following questions regardless of the age of the property being purchased.**

*“Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”*

**Seller’s Disclosure (initial & fill out)**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

---

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below):

---

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

(c) Seller understands and acknowledges that the responsibility of any paint stabilization (treatment of defective paint) and/or lead hazard control is solely by mutual agreement between the Seller and Buyer. At a minimum, paint stabilization is removal of the defective paint and repainting of the surface using Safe Work Practices described in 24CFR 35.1350 and may be performed by a licensed painting contractor.

**Buyer's Acknowledgement (initial)**

1) **Lead Based Paint**

(a) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(b) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(c) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

