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I, \_\_\_\_\_, the undersigned hereby authorize \_\_\_\_\_ to release without liability information regarding my employment, income, and/or assets to \_\_\_\_\_ for purposes of verifying information provided as part of my rental application.

**INFORMATION COVERED**

I understand that previous or current information may be needed. Verifications and inquiries that may be requested include, but are not limited to personal identity; employment, income, and assets; medical or childcare allowances. I understand that this authorization cannot be used to obtain any information that is not pertinent to my eligibility for and continued participation as a Qualified Tenant.

**GROUPS OR INDIVIDUALS THAT MAY BE ASKED**

The group or individuals that may be asked to release the above information includes, but are not limited to:

- Past and Present Employers
- Welfare Agencies
- Veterans Administration
- Previous Landlords
- State Unemployment Agency
- Retirement Systems
- Public Housing Agencies
- Social Security Administration
- Banks and Others
- Support and Alimony Providers
- Medical & Childcare Providers
- Financial Institutions

**CONDITIONS**

I agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and will stay on file for one year and one month from the date signed. I understand I have a right to review this file and correct any information that is incorrect.

**SIGNATURES:**

\_\_\_\_\_  
Tenant #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant #2

\_\_\_\_\_  
Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.



***Exhibit 5: Zero Income Certification Form***

I do not receive any income. I certify under the PENALTY OF PERJURY under the laws of the State of West Virginia that the foregoing sentence is true and correct when it states I receive no income. No change is expected in my financial status or employment status during the next 12 months.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Flood Insurance Restrictive Covenant FAQ**

### **WHAT IS A RESTRICTIVE COVENANT?**

Any type of agreement that requires any subsequent buyer to take or abstain from taking a specific action. In real estate transactions, restrictive covenants are binding legal obligations written into the deed of a property by the seller (hereinafter referred to as a "Restrictive Covenant").

### **WHY IS IT BEING RECORDED ON MY PROPERTY?**

Under the RISE-West Virginia Program requirements and in the terms that you agreed to in your grant agreement, if your property is in the 100-year floodplain, you are required to keep the property covered by flood insurance. Furthermore, you are required to notify **ALL** subsequent buyers of the requirement to maintain flood insurance. The best and required way for you to notify anyone who you sell the property to, or anyone they sell the property to in the future, is to record a restrictive covenant that runs with the property forever. Such restrictive covenant will be recorded in the real estate records of the County where the property is located so that all subsequent owners are placed on notice that there is a perpetual requirement that anyone who buys this property must keep the property insured by a flood insurance policy.

### **WHAT DOES THE RESTRICTION SAY?**

Since your property is located in a "flood disaster area" as defined in 42 U.S.C. 5154a (d), and since you received Federal disaster relief assistance, you must obtain and maintain flood insurance in accordance with applicable Federal law and in the event of a sale or transfer of the property, you and all subsequent owners shall, on or before the date of transfer, notify the transferee in writing of the requirements to obtain and maintain flood insurance in accordance with applicable Federal law. This requirement must be contained in the deed that transfers the ownership of the property. The covenants, terms, provisions and conditions regarding flood insurance will run with the land, binding all subsequent owners, encumbrances and tenants of the Property.

### **DO I HAVE TO SIGN THIS DOCUMENT?**

Yes, the restrictive covenant is required under the terms of the Grant Agreement that you signed and is required by Federal law.

### **IF THIS INFORMATION IS ALREADY IN THE GRANT AGREEMENT I SIGNED, WHY DO I HAVE TO SIGN AN ADDITIONAL DOCUMENT?**

The Grant Agreement notified you of the obligation. Recording the restrictive covenant meets the obligation, so you do not have to remember to meet the obligation when you sell the property; neither will subsequent sellers.

### **WHAT IF I DO NOT SIGN THIS DOCUMENT?**

If you do not sign this document, the funds you have received pursuant to the RISE-West Virginia Program will be subject to recapture. In addition, if you do not meet the obligation and a subsequent buyer does not receive the notice to maintain flood insurance and they later receive disaster recovery funds, then you can be held responsible to repay those funds to the government.

### **WHAT DOES 42 U.S.C. 5154 a (d), SAY?**

U.S. Code › Title 42 › Chapter 68 › Subchapter III › § 5154a42 U.S. Code § 5154a - Prohibited flood disaster assistance. Current through Pub. L. 113-121. (See Public Laws for the current Congress.)

#### **(a) General prohibition:**

Notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

#### **(b) Transfer of property**

##### **(1) Duty to notify**

In the event of the transfer of any property described in paragraph (3), the transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of the requirements to—

(A) obtain flood insurance in accordance with applicable Federal law with respect to such property, if the property is not so insured as of the date on which the property is transferred; and

(B) maintain flood insurance in accordance with applicable Federal law with respect to such property.

Such written notification shall be contained in documents evidencing the transfer of ownership of the property.

##### **(2) Failure to notify**

If a transferor described in paragraph (1) fails to make a notification in accordance with such paragraph and, subsequent to the transfer of the property—

(A) the transferee fails to obtain or maintain flood insurance in accordance with applicable Federal law with respect to the property,

(B) the property is damaged by a flood disaster, and

(C) Federal disaster relief assistance is provided for the repair, replacement, or restoration of the property as a result of such damage, the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of the Federal disaster relief assistance provided with respect to the property.

##### **(3) Property described**

For purposes of paragraph (1), a property is described in this paragraph if it is personal, commercial, or residential property for which Federal disaster relief assistance made available in a flood disaster area has been provided, prior to the date on which the property is transferred, for repair, replacement, or restoration of the property, if such assistance was conditioned upon

obtaining flood insurance in accordance with applicable Federal law with respect to such property.

(c) Omitted

(d) "Flood disaster area" defined

For purposes of this section, the term "flood disaster area" means an area with respect to which— (1) the Secretary of Agriculture finds, or has found, to have been substantially affected by a natural disaster in the United States pursuant to section 1961 (a) of title 7; or

(2) the President declares, or has declared, the existence of a major disaster or emergency pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), as a result of flood conditions existing in or affecting that area.

(e) Effective date

This section and the amendments made by this section shall apply to disasters declared after

September 23, 1994.

# WEST VIRGINIA RENTAL ASSISTANCE PROGRAM

## ANNUAL COMPLIANCE QUESTIONNAIRE

The purpose of the West Virginia Rental Assistance Program (WV-RAP) is to provide assistance to property owners in an effort to make affordable rental properties available for low to moderate income tenants for a rental period of three (3) years in Clay, Fayette, Greenbrier, Jackson, Kanawha, Lincoln, Monroe, Nicholas, Pocahontas, Roane, Summers, and Webster Counties. By completion of this annual certification, the Applicant acknowledges that the Applicant is required to comply with the WV-RAP program for a three (3) year rental period which begins on the later of:

- (a) The date of the Applicant's certificate of occupancy or local equivalent; or
- (b) If no certificate of occupancy was required by the local governing authority, the date of the final approved WV-RAP inspection.

If the Applicant received any extensions of the requirement to rent the WV-RAP property within ninety (90) days of the certificate of occupancy or a vacancy, the three (3) year compliance period will be increased by the length of the extension(s).

The information collected below will be used to determine whether your West Virginia Rental Assistance Program property is in compliance with all program rules. You must answer each of the questions below and you must fill out each box. Failure to fully answer each of these questions completely and truthfully may result in loan default and removal from the West Virginia Rental Assistance Program.

### I. Applicant Identification

Application Identification Number: \_\_\_\_\_

Primary Applicant Name: \_\_\_\_\_

If the contact information of the Primary Applicant has changed, please enter it below:

Street: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### II. Property Identification

Rental Property Street: \_\_\_\_\_

Rental Property City: \_\_\_\_\_

Rental Property Zip Code: \_\_\_\_\_

## II. Fair Housing Act

To review these requirements, refer to HUD's website <https://www.hudexchange.info/trainings/courses/overview-of-the-assessment-of-fair-housing-webcast1/>

1. Have any tenants or housing applicants submitted a HUD / Fair Housing complaint against you in the last year?"  
 Yes                       No
2. Did any complaint result in any legal action before any court or administrative agency?  
 Yes                       No                       Not Applicable
3. Did you attend a HUD Fair Housing presentation? If not, please review the HUD Fair Housing presentation at the website listed above or schedule review of the presentation at our local office.  
 Yes                       No                       Not Applicable

## III. Minimum Property Standards

To review these standards, refer to HUD's website <http://www.hud.gov/offices/hsg/ramh/mps/mhsmmsp.cfm>

1. Does the property comply with all local building codes and zoning ordinances?  
 Yes                       No
2. Are all basic utilities (water, electricity, natural gas, sewer/septic service, and garbage collection) turned on and operating in each unit?  
 Yes                       No
3. Do all units have basic appliances that are currently functioning properly as designed (refrigerator, oven, stove or range, heating and air conditioning, hot water heater, ventilation system)?  
 Yes                       No
4. Are all electrical outlets and lighting fixtures within each unit in proper operating condition?  
 Yes                       No
5. Does each unit contain a bathroom with a flushing toilet, working sink, and shower or tub with hot and cold running water?  
 Yes                       No
6. Are the exterior walls, roof, foundation, and floor free from structural damage and other defects?  
 Yes                       No
7. Is each dwelling's unit and equipment in sanitary condition?  
 Yes                       No

8. Have there been any reported problems with vermin or rodent infestation such as rats, mice, cockroaches or termites?
- Yes  No
9. Is at least one smoke detector installed and in proper operating condition on each level of the dwelling unit (including basements but excluding unfinished attics)?
- Yes  No

#### IV. West Virginia Landlord & Tenant Act

To review the act, refer to the following

website: <http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=37&art=6>

1. Did you utilize the WV-RAP Lease Form or HUD Section 8 Lease Form?
- Yes  No
2. Have you charged any tenant for anything other than the rental amount?
- Yes  No
3. Did you terminate a lease agreement or refuse to renew a lease agreement that resulted in a complaint?
- Yes  No

#### V. Covenants, Loan Agreement & Deed of Trust

1. Has the ownership of the property been transferred (other than by death or divorce) without WV-RAP's written approval since you executed the Covenants, Loan Agreement, and Deed of Trust?
- Yes  No
2. If ownership of the West Virginia Rental Assistance Program property is in a limited liability company, corporation or partnership, has any interest in the entity been transferred without WV-RAP's written approval since you executed the Covenants, Loan Agreement and Deed of Trust?
- Yes  No  Not Applicable
3. Are you current on any mortgage or deed of trust on the West Virginia Rental Assistance Program property?
- Yes  No  Not Applicable
4. Have you maintained property (hazard) insurance over the past year for the West Virginia Rental Assistance Program property?
- Yes  No
6. If required, have you maintained flood insurance for the West Virginia Rental Assistance Program property for the lesser of (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program?
- Yes  No  Not Applicable

7. Are you current on all property taxes?

Yes  No

Please obtain the following items for your records since WV-RAP participants are subject to random monitoring and compliance inspections at WV-RAP's discretion:

- The HUD Fair Housing Act attendance certification.
- All leases entered into for each unit during the past year.
- If applicant performed tenant income verification, please provide the documentation provided to verify tenant income. Find HUD Forms at website: <http://www.hud.gov/offices/pih/programs/hcv/forms/forms.cfm>
- The most current mortgage statement.
- The insurance declaration page showing property and windstorm coverages.
- The insurance declaration page showing a minimum \$250,000 general liability insurance coverage.
- The insurance declaration page showing flood insurance coverage, if required by the program.
- The current year property tax receipt.

I certify that, to the best of my knowledge and belief, all the information on and attached to this Annual Compliance Questionnaire is true, correct, complete, and provided in good faith. I understand that false or fraudulent information on, or attached to this Annual Compliance Questionnaire may be grounds for default of West Virginia Rental Assistance Program forgivable loan and may be punishable by fine and/or imprisonment. I understand that any information I give may be investigated.

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Applicant / Representative (print name)

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Applicant / Representative (signature)

Date