



DIY RENOVATION (Formerly Known as Deed in Escrow) PURCHASER QUALIFICATIONS PURCHASE PROCESS

Introduction: The Land Bank's DIY Renovation Program provides qualified users/investors the opportunity to acquire homes at a significant value. These Land Bank properties are being offered to users/investors interested in renovating the property for sale, lease, or occupancy. Purchasers may inspect the property prior to making an offer by contacting the Land Bank office. The property will be listed for sale, qualified applicants make an offer and if accepted, the property will be closed in escrow until agreed upon renovations are complete.

Purchaser Must Satisfy the Following Qualifications:

1. Not have any code violations on any property he/she owns or a history of code violations on any property he/she has previously owned in the last two years.
2. Not own any property that has a history of being a site for criminal activity during the last two year period of purchaser's ownership.
3. Not own any real property that has been tax delinquent in the last two years
4. Not have lost title or had foreclosure actions filed against any property he/she owns in the last two years.
5. Not have been the subject of any bankruptcy proceedings in the last 2 years.
6. You cannot have previously purchased a Land Bank property and then failed to meet the conditions of the Sale and Purchase Agreement, DIY Renovation Notices, Quality Standards or any other Land Bank program.
7. Demonstrate financial capacity to pay a nonrefundable deposit, perform the work required by the Land Bank, have utilities transferred into your name and obtain appropriate insurance.
8. Reside in Montgomery or contiguous county or designate a local agent authorized to accept notice on behalf of the purchaser if non-Montgomery County resident.

To be considered for the DIY Renovation Program, Purchaser Must:

1. Fill out the Property Purchaser Application. Be sure to attach all necessary documentation to be considered.
2. Review our Reference Guide for Quality Standards.
3. Acknowledge receipt and review of DIY Renovation Sale and Purchase Notices.
4. Authorize a background check and verification of all information provided.
5. Purchasers may inspect the property prior to making an offer by contacting the Land Bank office.
6. Make your best offer!

Purchase Process:

1. Applicant makes offer and submits application
2. Land Bank accepts offer pending verification of Applicants qualifications
 - a. Application reviewed for completeness
 - i. Financial information
 - ii. Executed DIY Renovation Sale and Purchase Notices
 - iii. Copy of Photo ID
3. Application information verified
 - a. Absence of code violations
 - b. Absence of tax delinquencies
 - c. Absence of foreclosure actions
 - d. Absence of bankruptcies
 - e. Residency Status
 - f. Renovation Experience
 - g. Financial ability
4. Qualified Applicant notified and closing date scheduled
5. Closing Date:
 - a. Purchaser and MCLB sign DIY Renovation Sale and Purchase Agreement
 - b. Purchaser pays purchase price
 - c. Purchaser receives possession of property
6. Purchaser begins renovation process as agreed
7. Purchaser notifies MCLB of work completion
8. Property Inspection
9. Deed Transferred



DIY RENOVATION
(Formerly Deed in Escrow)
PROPERTY PURCHASER APPLICATION

For consideration to purchase a property owned by the Montgomery County Land Bank ("MCLB") please complete this application and return it to the MCLB Office. Fax completed application with requested documentation to Attention: DIY Renovation Program @ (937) 531-6922 or you may forward your information via email to: sconsidine@mclandbank.com. Applications will not be processed if not completed in its entirety. Please review and acknowledge the [DIY Renovation Sale and Purchase Notices](#). Call our office with any questions you may have prior to submitting this application.

CONTACT INFORMATION

Applicant Name: _____
Name of corporation/business: (if applicable) _____
List other property renovations, corporations/businesses you have been associated with: (if applicable) _____
Mailing address: _____
City, State, Zip: _____ Phone #: _____
Email Address: _____ Social Security # _____
How did you hear about the Land Bank? _____

PROPERTY INFORMATION Maximum one (1) property per application.

- 1. Parcel ID# _____
MCLB property address _____

PLANNED USE OF PROPERTY

___ Occupy ___ Sell ___ Rent ___ Land Contract ___ Other Please explain: _____

PROJECT FINANCING

Please explain how property purchase and property renovations will be financed & **attach documentation** (Letter from Lender, Bank Statement, Line of Credit, etc). The financing documentation **MUST** be in the applicant's name. _____

MY OFFER FOR THIS PROPERTY IS \$ _____

I understand that the MCLB staff will review my application for property purchase, and contact me if any additional information is required. Applicant hereby authorizes verification of any and all information set forth on this application, including the release of any information by any bank or saving and loan, any employer, lender and any other source regarding applicant's credit history and any criminal record. All such information contained in this application and released as authorized above, will be kept confidential. Applicant represents that the information set forth on this application is true and complete.

Signature of Applicant

Date

Please allow at least 14 business days for your application to be processed. All property sold AS IS. This form is a statement of interest only, meaning there is no guarantee that MCLB will transfer selected property. **Please include a copy of your photo I.D. with application.**

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
DIY RENOVATION
SALE AND PURCHASE AGREEMENT NOTICES

Montgomery County Land Reutilization Corporation (the “Land Bank”) is providing the information in this Notice in connection with the DIY Renovation program.

In order to bid on any Land Bank properties in the DIY Renovation program, you are required to initial and sign this Notice in the blanks provided to confirm to the Land Bank that you have received and read the notices below and that you understand each of these notices.

1. I understand that the Land Bank may receive multiple bids or offers to purchase properties and the Land Bank will have the sole and absolute discretion to accept or reject any and all bids or offers, including my bid or offer. The Land Bank is not obligated to inform me of the existence of multiple bids or offers, and all participants are encouraged to consider making their highest and best bid or offer.

_____Initials

2. I understand that the Land Bank reserves the right to require, as a condition to acceptance of any bid or offer and as a condition to closing on the sale of any property, that purchasers provide sufficient history of home rehabilitation, community references and sufficient financial ability to complete all work requirements and that purchasers consent to credit checks, criminal background checks and other investigations of purchasers as required by the Land Bank.

_____Initials

3. I understand that I have no binding agreement with the Land Bank until I have done all of the following: (a) delivered to the Land Bank a signed DIY Renovation Purchase and Sale Agreement and the required deposit funds, (b) transferred all utility and trash service accounts for the applicable property into my name, and (c) provided to the Land Bank proof of the required insurance in a form satisfactory to the Land Bank. Until the Land Bank signs the Purchase and Sale Agreement and accepts the deposit, along with the other required deliveries, my submission of a signed Purchase and Sale Agreement, the deposit and any other items is only an offer to purchase, and may be rejected by the Land Bank in its sole discretion.

_____Initials

4. I understand and acknowledge that the Land Bank did not construct any of the improvements at properties put out for bid and that the Land Bank has given me a full and complete opportunity to inspect all properties for which I have submitted bids. I understand that if my bid or offer is selected by the Land Bank with respect to a property, then (a) I will purchase the property in “as is, where is” condition and with all defects, whether or not readily and easily observable, including but not limited to, structural defects, electrical, mechanical and plumbing defects, roof issues, leaks, radon and mold issues, (b) the Land Bank and its employees, agents and representatives will make no representations, warranties or statements with respect to the property, and (c) I will have sole responsibility for securing and taking care of the property until the closing of my purchase of the property. This means that any change in the condition of the Premises, including those that are a consequence of a third-party criminal activity, will not terminate my obligations under the Purchase and Sale Agreement.

_____Initials

MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
DIY RENOVATION
SALE AND PURCHASE AGREEMENT NOTICES

5. I understand that if my bid or offer is selected by the Land Bank with respect to a property, no one may reside at the property or in any structure at the property until the title to the property has transferred. I understand that this means that during renovation of the property there will be a delay between when a purchaser receives access to a property and when the purchaser is able to actually live at the property.

_____Initials

6. I understand that the Land Bank will require that each property sold to an owner/occupant through the DIY Renovation program be occupied by the purchaser as its primary residence and that each purchaser agree to a restriction prohibiting the purchaser from selling the property for 3 years after the purchase.

_____Initials

7. I understand that the Land Bank will require that each property sold to an investor through the DIY Renovation program be leased or sold by the purchaser for use as a residence.

_____Initials

8. I understand that the Land Bank and its employees, agents and representatives have made no representations regarding the status of the property's title, that the transfer of the property will be by quit claim deed and without any warranties of title, and the Land Bank recommends that I obtain a title search and title insurance. Although the Land Bank believes that properties that it offers are free of all major encumbrances, the properties that it offers have generally been subject to some form of litigation, and / or financial distress. The recommendation to purchase title insurance is based upon situations that may develop in the future including the following:

- a) Third parties may have an interest in property that will continue even with transfers of ownership. Interests created during periods that someone else owned the property may continue in the property today.
- b) The title company will search certain public records to determine what interests may exist in the property, such as mortgages and liens (judgment liens, mechanics liens, tax liens, etc.), and to determine whether there are any restrictions on the use of the property.
- c) Although the title search is a good indicator as to whether there are any interests that third parties hold in property, the title search is not foolproof, thus title insurance is needed.
- d) The Land Bank encourages all purchasers to get an owner's title insurance policy so that they have title insurance coverage against many of the interests that a third party may have.

_____Initials

9. I understand that I have sole responsibility for obtaining and paying for a title search and title insurance, including any associated expenses of the search and insurance.

_____Initials



LAND BANK

**REFERENCE GUIDE
FOR
CONSTRUCTION QUALITY STANDARDS**



INTRODUCTION

This document presents the standards that the Montgomery County Land Bank has set for housing that is rehabilitated by purchasers of Land Bank properties through its various property disposition programs. Some of these standards may already be met with respect to particular properties, and therefore, are not applicable to such properties, while other standards will only be met after a purchaser undertakes the rehabilitation of a given property.

A “boiler plate” document such as this cannot anticipate every condition that will be encountered in the wide variety of housing handled by the Land Bank. Any necessary variations from and additions to these standards will be noted in rehabilitation specifications for individual properties. All work will be completed in in a good and workmanlike manner with quality materials.

In any instance where these housing standards do not meet local code, local code takes precedence.

ELECTRICAL

Requirements for specific rooms are found in the sections devoted to those rooms to the extent that the Scope of Work requires electrical improvements described below

1. All electrical components and wiring shall be certified as functioning and safe by a certified electrical inspector or a licensed electrical contractor.
2. Fuse boxes or fuse panels are not permitted where an electrical system upgrade is needed unless the work scope includes renovations to the electrical system.
3. Otherwise constrained and properly functioning fuse boxes may be permitted at the Land Bank’s discretion. Breaker boxes with a sufficient number of circuits to adequately serve the unit are required.
4. Wiring or other electrical components with exposed conductors or terminals, frayed insulation or other damage are prohibited. Missing knockouts are prohibited. Every switch and outlet must be fitted with a cover plate that is free of unsafe cracks.
5. All splices, except for spliced knob and tube wiring, must be enclosed in junction boxes. Splices in knob and tube wiring must be insulated with electrical tape and stress relief shall be provided by a knob installed close to the splice. Knob and tube wiring must not be spliced to other types of wiring.
6. Electrical wiring located where it is exposed to potential damage must be enclosed in conduit.



7. Light fixtures must not be supported by their conductors. Globes or light diffusers must be present on all fixtures designed to have globes or diffusers.
8. Both grounded and ungrounded electrical circuits are permitted. Outlets on ungrounded circuits must be of the two slot type. Outlets intended for grounded circuits (two slots and a ground hole) must actually be grounded and wired to the correct polarity. GFCI outlets need not be grounded as they provide protection even if not grounded.
9. All outlets in bathrooms, basements, garages and outdoors must be GFCI outlets. All outlets in kitchens, except for the outlet located to serve the refrigerator, must be GFCI outlets. GFCI outlets need not be grounded. The test and reset buttons must function.
10. All outdoor outlets must be enclosed in weatherproof electrical boxes.
11. An exterior type light fixture shall be located outside of each entry door to the unit and shall be controlled by a wall switch, inside the unit.
12. The house, garage and all outdoor areas shall be free of abandoned electrical wiring and components, including insulators.

PLUMBING

Requirements for specific rooms are found in the sections devoted to those rooms.

1. Plumbing fixtures that could cause a cross-connection between the water supply and the drainage system are prohibited.
2. Water supply pipes, faucets, shower heads, shut off valves and all drain lines shall operate properly, run freely and be free of leaks. A gas trap shall be located immediately below or as close as possible to every sink, tub or shower.
3. Shut off valves must be present after the water meter, before the water heater, before every hose bib (sill cock), before each faucet, and before each toilet.
4. Water heaters shall be certified as functioning and safe by a certified plumbing inspector or a licensed plumbing contractor. There must be no evidence of leaks. Water heaters must be equipped with a T & P (temperature and pressure) relief valve fitted with a $\frac{3}{4}$ " minimum discharge line extending to near the floor or to the outdoors. The discharge line may be metal or PVC that is rated for use as a discharge line.
5. Gas fueled water heaters must have a drip leg and shut-off valve on the gas supply line, and must be fitted with a flue pipe angled upward to the chimney. Flue pipes must be free of holes, gaps, or evidence of corrosion. Any gap between the outside of the flue



pipe and the chimney must be sealed with mortar. Chimneys shall be free of leaks and debris that could impede the expulsion of smoke and gasses. Water heaters must show no evidence of flame roll-out. Gas fueled water heaters may not be located in living areas.

6. Access panels to the electrical connections on an electric water heater must be present and secured in place.
7. Gas fuel lines shall be schedule 40 black steel pipe. Flex pipe shall connect cooking stoves to gas fuel lines. Shut-off valves shall be present on the supply line to every gas fueled appliance.
8. The house, garage and all outdoor areas shall be free of abandoned plumbing fixtures and pipes.

HEATING

1. The heating system shall be certified as functioning and safe by a certified heating inspector or a licensed heating contractor, and shall be capable of providing sufficient heat to all living spaces in the dwelling unit.
2. Un-vented gas fueled heaters are prohibited.
3. Gas or oil fueled furnaces may not be located in living areas, although they may be located in furnace closets adjacent to living areas, except bedrooms. Provision must be made for an adequate supply of combustion air and make-up air. Required clearances must be maintained from combustible materials.
4. Gas or oil furnaces must be fitted with a flue pipe angled upward to the chimney. Flue pipes must be free of holes, gaps, or evidence of corrosion. Any gap between the outside of the flue pipe and the chimney must be sealed with mortar. Chimneys shall be free of leaks and debris that could impede the expulsion of smoke and gasses. Furnaces must be equipped with an electrical shut-off switch. Furnaces must show no evidence of flame roll-out.
5. Duct work must be free of holes and gaps. All heat duct openings shall be fitted with duct registers with adjustable dampers. Cold air return openings must be fitted with cold air return grilles.
6. Hot water baseboard fin tube units must be in good condition with few bent fins.
7. All covers shall be present so that there is no cutting hazard.
8. Electric baseboard heaters must be in good condition with few bent fins. All covers shall be present so that there is no cutting or fire hazard.



9. Portable space heaters may not be used as the primary heat source anywhere in the dwelling unit.
10. The house, garage and all outdoor areas shall be free of abandoned heating equipment.

SMOKE AND CARBON MONOXIDE DETECTORS

1. Smoke detectors may be battery operated or hard wired and must meet NFPA Standard 74. At least one smoke detector must be present on each level of the dwelling unit, except unfinished attics. A smoke detector must be located outside of each bedroom within six feet of the bedroom door. If the doors to several bedrooms are close to each other, one detector may be sufficient to protect several bedrooms. Smoke detectors shall not be located in kitchens.
2. Local code may differ from this standard, especially in regard to the specific location of bedroom smoke detectors. In such cases, local code takes precedence.
3. Basement smoke detectors must be located, installed/mounted as required by local code.
4. Carbon monoxide detectors shall be located, installed/mounted as required by local code. In the absence of local code, carbon monoxide detectors shall be located in the vicinity of gas fueled furnaces/boilers and water heaters and on each level of the home where there are bedrooms or sleeping areas.

DOORS

1. All doors and their related jams, stops, casings, hinges, locksets and strike plates, must be in decent condition, free from significant rot, rust or corrosion. Door glass must be free of cracks. Locks must comply with local code. Double cylinder locks are prohibited unless required by local code.
2. Entry doors from outdoors or common areas must be equipped with a single cylinder deadbolt lock or a single cylinder rim deadbolt. Doors leading to the outside must be equipped with weather stripping that adequately prevents the infiltration of air or moisture.
3. Sliding doors (patio doors) must be equipped with a lock set that works as designed, or, if permitted by local code, a bar that fits into the bottom channel (a "Charlie Bar") that effectively prevents the door from being opened from the outside.
4. Storm/screen doors are not required, but if present they must be in good condition and must include a latch set and door check.



WINDOWS

1. All windows, including panes, sashes, casings, stops, parting strips, sills, stools, sash locks, sash lifts and other hardware must be in good condition, free from cracks and significant rot, rust or corrosion. Window putty (glazing compound) must be in good condition and prevent the infiltration of air and moisture. All windows within six feet of the ground or other accessible area, such as a porch, stairway, or fire escape, must be lockable.
2. Openable windows must stay open on their own.
3. Storm and/or screen windows are not required, but if present, they must be free of cracked panes, torn screens or malfunctioning hardware.

WALLS AND CEILINGS

1. Walls and ceilings shall be free of holes, large cracks, missing tiles, or any damaged wall or ceiling surfaces that create the potential for structural collapse
2. Wall and ceiling surfaces shall be clean, painted, wall papered, tiled or paneled, and shall be free of significant discoloration, marks or scratches.

FLOORS

1. Floor surfaces shall be in sound condition free of the potential for collapse, tripping hazards. They shall be level enough as to not present a slipping or tripping hazard. Wood floors shall be finished with paint or wood stain with a protective coating.
2. Floor surfaces in kitchens and bathrooms shall be water resistant.

STAIRWAYS, PORCHES, DECKS AND LANDINGS (INTERIOR AND EXTERIOR)

1. Stairs treads, risers, stringers and handrails shall be in good condition free of major cracks, rot or spalling. Stairways with three or more steps, including the final step up to the dwelling unit, porch, deck or landing, must be equipped with a handrail. If the stairway is open on both sides and the drop to the ground or other surface is 30" or more, a handrail must exist on both sides of the stairs. Handrails must be securely mounted and be graspable.
2. A securely mounted guardrail must be present on all porches, decks and landings where there is a drop to the ground or other surface of 30" or more.

LIVING ROOMS



1. Living rooms must be equipped with at least three electrical outlets and one permanently installed light fixture. An additional outlet, switched on the wall inside the room and close to the door is acceptable as a substitute for a light fixture.

DINING ROOMS, DENS, OR OTHER ROOMS USED FOR LIVING

1. Dining rooms or dining areas must be equipped with at least two electrical outlets and one permanently installed light fixture. An additional outlet, switched on the wall inside the room and close to the door is acceptable as a substitute for a light fixture.
2. Dens, family rooms, or other similar rooms must be equipped with at least two electrical outlets.

KITCHENS AND KITCHEN AREAS

1. Kitchens must be equipped with at least one permanently installed light fixture and two electrical outlets. The outlet nearest the location intended for a refrigerator shall be a regular grounded outlet on a 20 amp. circuit. All other outlets shall be GFCI outlets.
2. Kitchens must include sufficient space for the storage and preparation of food. Such space may be located in the kitchen itself, or an adjacent pantry or hallway. Cabinets, shelves and drawers shall be in good condition with all necessary drawer pulls and knobs. Counter tops must be cleanable, with no loose laminate, tile or other surfaces.
3. Kitchens must be equipped with a permanently installed sink with hot and cold running water.
4. Kitchens must include an openable window, a vent fan, or a ductless range hoods.

BASEMENTS, UTILITY ROOMS AND LAUNDRY ROOMS

1. Every dwelling unit must include a designated space for the installation of a washer and dryer. That space shall include hot and cold water faucets, a drain and a 20 amp. minimum electrical outlet. If a gas line is present, it must be capped until a dryer is connected.
2. A laundry tub shall be present in the basement, utility room or laundry room.
3. Basements shall be relatively dry.

INTERIOR STAIRWAYS AND HALLWAYS

1. Permanently installed light fixtures shall provide adequate light in all stairways and hallways.
2. Stairways shall be free of tripping hazards.



3. Stair tread height shall be consistent. Variations in height that could create a tripping hazard are unacceptable.

BATHROOMS

1. Every dwelling unit shall include at least one bathroom located inside the unit. The primary bathroom must include a toilet, sink and bathtub or shower. Additional bathrooms may be half-baths with no bathtub or shower.
2. Each bathroom must be equipped with at least one GFCI outlet and a permanently installed light fixture.
3. Each bathroom must be equipped with a window that opens to the outdoors, or an active (with a fan) or passive (no fan) vent that carries air from the bathroom to the outdoors.
4. Toilets shall be securely bolted to the floor or the floor and wall, and must not have any type of leak.
5. Bathroom sinks need not be located in the same room as the toilet and bathtub or shower. Sinks must be provided with hot and cold running water and be securely mounted to the wall or be installed in a vanity that is securely mounted to the wall. Pop-up plugs or stoppers must be provided for sink drains.
6. Bathtubs must be provided with hot and cold running water. Bathtubs with showers must also include a water-proof tub surround that is adequately sealed at all edges, a functioning shower diverter and shower head.
7. Stall showers must include a water-proof shower surround and a functioning shower head.

BEDROOMS

1. A door shall be present at the entrance to each bedroom.
2. Every bedroom must have at least one window that will open, if it was designed to open.
3. Every bedroom must have at least two electrical outlets and one permanently installed light fixture. An additional outlet, switched on the wall inside the room and close to the door is acceptable as a substitute for a light fixture.

EXTERIOR



1. Foundations shall provide adequate support for the structure and shall be in good condition, free of holes, major cracks, open mortar joints, loose parging, or missing components (bricks, blocks, etc.).
2. All siding and trim shall be present and in good condition. Walls shall be free of holes or gaps that could allow for the infiltration of air or moisture.
3. Roofs, flashing and boots (around stacks) shall be in good condition with no evidence of leaks. Shingle roofs shall exhibit no evidence of nearing the end of their functionality, such as missing shingles, widening gaps between shingles indicating shrinkage, shingles with curled up edges, or the presence of a significant amount of moss.) Membrane roofs shall show no evidence of tears, cracks, or the pooling of water.
4. Chimneys shall be in good condition with no holes, open mortar joints or missing or damaged components.

GARAGES

1. Doors between a dwelling unit and an attached garage must be fire rated and self closing, and must be equipped with a single cylinder lockset weather stripping to prevent the passage of air from the garage to the unit.
2. Other than the door between the dwelling unit and the attached garage, there shall be no other openings between the garage and the unit.
3. A permanently installed light fixture must be present in an attached garage.
4. Garage doors and their related hardware must be in good condition with no evidence of rot, rust or corrosion. Garage door windows must be free of cracks.
5. Garage door openers must be in proper operation condition and must include correctly adjusted safety stop and reverse features.

SITE CONDITIONS

1. All sidewalks and driveways shall be free of large cracks, large chuckholes or large areas of spalling. There shall be no height differential of more than $\frac{3}{4}$ " between adjacent paving units (sections of concrete, asphalt, bricks or paving stones that is in an area that the property owner has responsibility for as opposed to the respective municipality).
2. Lawn or garden areas shall be free of damaged, diseased or dead plant materials. Lawns shall be graded to provide positive drainage away from foundations, and shall have no low areas subject to ponding. No area of the site shall constitute a trip hazard.



3. Remove junk, debris, rubbish from exterior to eliminate unsanitary condition.

PAINT

1. Every surface, both indoors and outdoors, including garages, outbuildings and fences, of every dwelling must be free of deteriorated paint. (Deteriorated paint is paint that is flaking, cracking, chipping, peeling or chalking.) All lead based paint shall be addressed according to industry, and regulatory standards.