

## Section Two

# AFFORDABLE HOUSING LOTTERY APPLICATION



# INDIAN POND ESTATES

## KINGSTON

### AFFORDABLE HOUSING LOTTERY APPLICATION

<b>Name</b>	<b>Home Phone</b> ( )
<b>Address</b>	<b>Cell Phone</b> ( )
<b>Address</b>	<b>Work Phone</b> ( )
<b>Social Security #</b>	<b>Email Address</b>

**Number of Household Members (circle one):**    1    2    3    4    5    6    7    8

Complete the following section for *each* Household Member

	Applicant	Member #2	Member #3	Member #4
Name				
Age				
D.O.B.				
Soc. Sec. #				
Employer				
School Name				
Relationship				
	Member #5	Member #6	Member #7	Member #8
Name				
Age				
D.O.B.				
Soc. Sec. #				
Employer				
School Name				
Relationship				

The developer, staff and consultants are committed to the intent and spirit of both state and federal fair housing laws in the selection of lottery applicants. They will not knowingly discriminate against any protected class in the selection of applicants



documentation.

Type of Acct. or Income	Name:			Type of Acct. or Income	Name:		
	Acct. Number	Balance	Amt. Pd. Monthly		Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking			
Savings				Savings			
Unemployment				Unemployment			
Worker's Comp.				Worker's Comp.			
Social Security				Social Security			
SS Disability				SS Disability			
Alimony				Alimony			
Child Support				Child Support			

  

Type of Acct. or Income	Name:			Type of Acct. or Income	Name:		
	Acct. Number	Balance	Amt. Pd. Monthly		Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking			
Savings				Savings			
Unemployment				Unemployment			
Worker's Comp.				Worker's Comp.			
Social Security				Social Security			
SS Disability				SS Disability			
Alimony				Alimony			
Child Support				Child Support			

If you need additional space, please use a separate piece of paper.

**EMPLOYMENT INFORMATION:**

Name: _____	Name: _____
Occupation: _____	Occupation: _____
Employer Name: _____	Employer Name: _____
Employer Address: _____	Employer Address: _____
Employer Phone: _____	Employer Phone: _____
Employer Email: _____	Employer Email: _____
Supervisor's Name: _____	Supervisor's Name: _____
Date of Hire: _____	Date of Hire: _____
Hourly Wage: _____	Hourly Wage: _____
Average Weekly Tips: _____	Average Weekly Tips: _____
Hours per Week: _____	Hours per Week: _____
Weekly Gross Amount: _____	Weekly Gross Amount: _____
Annual Salary: _____	Annual Salary: _____
Avg. Gross Last 4 wks x 52: _____	Avg. Gross Last 4 wks x 52: _____

If Applicant or Co-Applicant has more than one (1) job or other adult household members over the age of 18 that are employed, please attach a separate sheet of employment information.

In addition to the above, please attach all income documentation including:

Five (5) most recent pay stubs  
State & Federal tax returns last 3 years

Social Security documentation  
W-2's for the last 3 years

Pension documentation  
Child support & Alimony docs

Pre approval from lender

\*Checking accounts 3 months

\*Savings accounts 3 months

\*All financial documents must show account holders name and address

## ASSET INFORMATION:

Include but not limited to stocks, bonds, retirement accounts such as 401K, Keogh, etc. For a comprehensive explanation, please refer to the section of the application title "Frequently Asked Questions".

- **MONETARY GIFTS:** Applicants may receive monetary gifts from friends or relatives to assist with down payment. Applicants must be able to prove that 1.5% of down payment is from their own funds when submitting application. Do you expect a monetary gift? \_\_\_\_\_**yes**\_\_\_\_\_ **no**  
If yes, attach a gift letter, from the person giving the gift, indicating their source of funds and no repayment is expected.
- **STOCKS, BONDS & CD'S:** Applicant must list the average value and provide documentation such as bank acct numbers and value. Do you have any stocks, bonds or CD's? \_\_\_\_\_yes\_\_\_\_\_no If yes, list value \$ \_\_\_\_\_ and enclose the last three quarterly portfolio statements.
- **RETIREMENT, 401K AND KEOUGH ACCTS:** Do you have any of these accounts? \_\_\_\_\_yes\_\_\_\_\_no If yes, are you employed or retired? \_\_\_\_\_ Are you making occasional withdrawals? \_\_\_\_\_yes\_\_\_\_\_no If yes, how much per month? \$ \_\_\_\_\_ What is the total value of all accounts? \$ \_\_\_\_\_ Enclose last 3 quarterly statements.

# HOME BUYER CERTIFICATION

I/We certify that I/We have read the entire lottery package including the Frequently Asked Questions.

I/We certify that we are first time homebuyers as defined on page 6 of the Frequently Asked Questions.

I/We certify that our household is \_\_\_\_\_ persons; and that our household income does not exceed the income limits provided in the Lottery Information Packet.

I/We certify that our household is able to provide the minimum down payment required.

I/We have attached as required a pre-approval from a lender.

I/We certify that I/we have read the Deed Rider Summary and understand the purchaser obligation there under or shall seek legal or other counsel for further explanation and understanding.

I/We certify that we comply with the maximum asset limitations of \$75,000.

I/We certify that Lottery Agent or any other employee shall not be held liable for any decisions made pertaining to the applicants' eligibility or their application.

Information missing from the application, including, but not limited to the following could be considered an incomplete application, thus being ineligible for the lottery.

- Lender pre-approval letter (not pre-qualification)
- Income documentation (as indicated on checklist)

We understand that the **initial determination of eligibility** (for entry into the lottery) in no way guarantees that we are eligible to purchase one of the affordable homes until full documentation is submitted, such as 3 years tax returns, 5 most recent pay stubs, last 3 months Bank statements, etc.

I/We understand that if selected I/we will be offered a specific home. I/we will have the option to accept the available home, or to reject the available home. If I/we reject the available home I/we will move to the bottom of the waiting list and may not have another opportunity to purchase at this development.

Program requirements and guidelines are established by the DHCD, MassHousing and the Monitoring Agent. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by the project-monitoring agent, is final.

I/we certify that no member of our family has a financial interest in this development.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available affordable homes at this Development. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

I/We certify that the information in this application and in support of this application is true and correct to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that perjury will result in disqualification from further consideration.

\_\_\_\_\_  
**APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CO-APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

## **AUTHORIZATION TO RELEASE**

I/We hereby authorize the Developer, Lottery Agent, Monitoring Agent and the Municipality to inquire of credit agencies, employer, banking institutions and lending institutions to allow and assist them to determine my/our determination of eligibility of an affordable home. In addition, we hereby authorize any lender, Mortgage Company or mortgage broker to whom we apply for a mortgage in conjunction with our application to release any and all information regarding our loan application.

This authorization includes all mortgage application information provided to the lender including, but not limited to credit reports, other loan applications, assets, employer information, etc.

\_\_\_\_\_  
**APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CO-APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

## **HOMEBUYER DEED RIDER SUMMARY**

### For Projects in Which Affordability Restrictions Survive Foreclosure

**You (the Homebuyer) have expressed an interest in, or are about to purchase a home at less than the home's fair market value. The home was constructed under a state or federal housing subsidy program that requires that this home be sold to a purchaser who meets certain income, asset and, in some cases, age limitations (an "Eligible Purchaser"). In exchange for the opportunity to purchase the home at less than its fair market value, you must agree to certain use and transfer restrictions. These restrictions are described in detail in an Affordable Housing Restriction that will be attached to the deed to your home (the "Restriction").**

**This Homebuyer Disclosure Statement summarizes the restrictions and requirements imposed by the Restriction. YOU SHOULD READ THE RESTRICTION IN ITS ENTIRETY BECAUSE IT IMPOSES LEGAL REQUIREMENTS.**

#### **I. Principal Residence**

You and your household must occupy and use the home you purchase exclusively as your primary residence during the period the home is owned by you.

#### **II. Required Consents from the Monitoring Agent**

You must obtain the prior written consent of the "Monitoring Agent" before you do any of the following:

- a. Lease or rent the home;
- b. Refinance any loan secured by a mortgage on the home;
- c. Grant any other mortgage (such as a home equity loan mortgage) or other encumbrance (such as an easement) on the home; and/or
- d. Make any Capital Improvements (defined in Section III below) to the home, if you wish to get credit for those costs (at a discounted rate) when you sell your home.

The Monitoring Agent's contact information is listed in the Restriction.

If the Monitoring Agent consents to any lease, rental, refinancing, mortgage or other encumbrance, the Monitoring Agent will calculate the actual carrying costs for the home, and you will be required to pay to the Municipality any amount of the rents, profits or other proceeds relating to the approved event that exceeds the actual carrying costs. If you do not obtain any required consent from the Monitoring Agent, the Monitoring Agent or the Municipality can require you to pay to the Municipality all rents, profits or other proceeds from the event that required consent. You will also be responsible for any costs of collection of the Monitoring Agent and/or the Municipality, including attorney's fees.

The Restriction may require that a resale fee be paid to the Monitoring Agent for its work required in connection with any resale of the home, as described below. Although not stated in the Restriction, the Monitoring Agent may assess a reasonable fee for reviewing any request for its consent. Currently, this fee will not exceed \$75 per request. The Monitoring Agent will notify you in writing if the review fee increases.

### **III. Resale Requirements**

When/if you decide to sell your home, you may not sell the home for more than what you paid for it, with limited adjustments. You are also required to give written notice to the Monitoring Agent and the Municipality of your desire to sell so that they may locate an Eligible Purchaser for the home.

**The allowed sale price is defined in the Restriction as the “Maximum Resale Price.” The “Maximum Resale Price” is calculated by adjusting the purchase price you paid for the home to reflect any increase in the area median income from the time you purchased the home to the time of the proposed resale, and adding (a) the amount of any applicable Resale Fee payable to the Monitoring Agent, (b) any necessary marketing fees (including broker’s fee) approved by the Monitoring Agent, and (c) the costs of any Capital Improvements to the home that were approved by the Monitoring Agent (discounted over their useful life). The “Resale Fee” payable to the Monitoring Agent for its work is listed in the Restriction. “Capital Improvements” are extraordinary improvements of a capital nature (for example, a new roof or a new septic system) that must be documented and commercially reasonable. Capital Improvements are intended to cover replacement of necessary capital items and are not intended to cover discretionary upgrades. The Maximum Resale Price will never be more than the amount for which an Eligible Purchaser earning 70% of the area median income could obtain mortgage financing (as calculated by the Monitoring Agent), and will never be less than the purchase price you paid (unless you agree to accept a lower price).**

The Monitoring Agent will determine the Maximum Resale Price that you are allowed to receive on your sale of the home based on the formula set forth in the Restriction, and will begin marketing efforts to locate an Eligible Purchaser to buy the home. The Monitoring Agent is responsible for selecting the Eligible Purchaser who will buy the home. Alternatively, the Monitoring Agent or the Municipality may purchase the home (or have a party they designate purchase the home). Any sale to an Eligible Purchaser or to the Monitoring Agent or the Municipality (or their designee) under this option to purchase will be for the Maximum Resale Price, and the home will be sold subject to a Restriction in the same form as the Restriction you were required to sign.

**The Monitoring Agent and Municipality will have up to 90 days after you give them notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to the Monitoring Agent or the Municipality (or their designee). This time period can be extended as provided in the Restriction to arrange for details of closing, to locate a subsequent purchaser if the first selected purchaser is unable to obtain financing or for lack of cooperation on your part.**

**If an Eligible Purchaser fails to purchase the home and neither the Monitoring Agent nor the Municipality (or their designee) purchases the home by the applicable deadline specified above, you may sell the home to a purchaser who does not qualify as an Eligible Purchaser, subject to the following: (i) the sale must be for no more than the Maximum Resale Price; (ii) the closing must be at least 30 days after the closing deadline described above; (iii) the home must be sold subject to a Restriction in the same form as the Restriction you were required to sign; and (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by the Monitoring Agent as an appropriately-sized household whose income is more than 80% but less than 120% of the area median income.**

**Any sale by you to an Eligible Purchaser, or to the Monitoring Agent or the Municipality (or their designee) or to an ineligible purchaser, as described above, is subject to customary terms for a property conveyance, which are set forth in the Restriction. There is no commitment or guarantee that an Eligible Purchaser, the Monitoring Agent or the Municipality will purchase the home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the home to an ineligible purchaser.**

**A sale or transfer of the home will not be valid unless (1) the total value of all payments and anything else delivered by the purchaser does not exceed the Maximum Resale Price, and (2) the Monitoring Agent has signed and recorded in the Registry a Compliance Certificate that confirms the sale or transfer was made in compliance with the requirements of the Restriction. If you attempt to sell or transfer the home without complying with the Restriction requirements, the Monitoring Agent and the Municipality may, among their other rights, void any contract for such sale or the sale itself, seek money damages for the costs to construct or obtain a comparable home for an Eligible Purchaser, or locate an Eligible Purchaser or exercise their purchase option to buy the home.**

#### IV. Foreclosure

The Restriction also gives the Municipality an option to purchase the home (or to designate another party to purchase the home) for a period of 120 days after the holder of a mortgage delivers notice to the Monitoring Agent and the Municipality that it intends to commence foreclosure proceedings. If this foreclosure purchase option is exercised, the purchase price will be the greater of (i) the amount of the outstanding balance of the loan secured by mortgage, plus the outstanding balance of the loans secured by any mortgages senior in priority, up to the Maximum Resale Price as of the date the mortgage was granted, plus any future advances, accrued interest and/or reasonable costs and expenses that the mortgage holder is entitled to recover, or (ii) the Maximum Resale Price at the time of the foreclosure purchase option, except that in this case the Maximum Resale Price may be less than the purchase price you paid. **By signing the Restriction, you are agreeing that this foreclosure purchase option granted to the Municipality takes precedence over any statutory rights of redemption and that you will cooperate in executing the deed and other required closing documents.**

If the foreclosure purchase option has not been exercised within 120 days of delivery of the foreclosure notice to the Monitoring Agent, the mortgage holder may conduct a foreclosure sale. The mortgage holder or an ineligible purchaser may purchase the home at the foreclosure sale, subject to a Restriction. If the sale price at the foreclosure sale is greater than the purchase price that would have applied for the foreclosure purchase option, as described above, the excess will be paid to the Municipality, for its Affordable Housing Fund. **By signing the Restriction, you are agreeing to assign any rights and interest you may otherwise have in the balance of any foreclosure proceeds available after satisfaction of all obligations to the holder of the foreclosing mortgagee, for delivery to the Municipality.**

**The Restriction provisions regarding a sale of the home after delivery of a foreclosure notice take precedence over your rights to sell the property, even if you deliver notice of your intention to sell the home before the mortgage holder delivers the foreclosure notice.** There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that you will receive the Maximum Resale Price (or any other price) in any foreclosure sale of the home. In addition, the foreclosing lender retains the right to pursue a deficiency against you.

#### V. Violation of Restriction Requirements

**If you violate any of the Restriction terms, you will be in default and the Monitoring Agent and Municipality may exercise the remedies set forth in the Restriction. If the Monitoring Agent and/or the Municipality brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent and Municipality. The Monitoring Agent and Municipality can assert a lien against the home to secure your obligation to pay those fees and expenses.**

#### VI. Special Rules for Ineligible Purchasers

**If you do not qualify as an Eligible Purchaser at the time of purchase, you do not need to occupy the home as your principal residence. However, you must obtain the consent of the Monitoring Agent to rent the home. The rules for rental by an ineligible purchaser are governed by MassHousing Housing Starts Program Guidelines. In general, you may rent only to a tenant who would qualify as an Eligible Purchaser at a rent level deemed affordable according to MassHousing rental standards. You should contact the Monitoring Agent for further details prior to renting your home.**

**VII. Acknowledgements**

By signing below, I certify that I have read this Deed Rider Summary and understand the benefits and restrictions described. I further certify that I have read the Restriction and understand the legal obligations that I undertake by signing that document.

**Dated \_\_\_\_\_, 2012**

\_\_\_\_\_  
**Homebuyer**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Homebuyer**

\_\_\_\_\_  
**Witness**

# **CHECK LIST**

## **DID YOU REMEMBER TO ENCLOSE THE FOLLOWING:**

**Your application may not be considered complete without the following documents. Incomplete or ineligible applications will not be entered into the lottery.**

- ❑ Completed and signed application
- ❑ All income documentation including most recent pay stubs, entire tax returns and W-2's and any additional income documentation such as but not limited to social security, pension, and alimony.
- ❑ All asset information including most recent checking and savings account bank statements, evidence of the value of CDs, brokerage statements, etc.
- ❑ A pre-approval (not pre-qualification) letter from a bank or mortgage company indicating your household qualifies for a mortgage in an amount sufficient enough to purchase this affordable home.
- ❑ Signed Homebuyer Deed Rider Summary
- ❑ Narrative stating applicant's history for last 2 years including work, and information such as marriage, divorce and personal information you may want us to know. (attach to application)
- ❑ Child support documentation

In order to obtain proof of delivery, we suggest that you mail your application and supporting documentation "Certified Return Receipt" or if hand delivered with a request of proof of delivery to:

***Delphic Associates, LLC  
651 Orchard Street - Suite 308  
New Bedford, MA 02744  
REF: Indian Pond Estates***

A "Certified Return Receipt" or proof of hand delivery will provide you proof of when your application was received. We are not responsible for lost or late applications.