

Section Two

AFFORDABLE HOUSING APPLICATION



**Nadia Estates
Foxborough, MA**

AFFORDABLE HOUSING APPLICATION

Date: _____

Name	Home Phone ()
Address	Cell Phone ()
Address	Work Phone ()
	Email Address

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.				
Employer				
School Name				
Relationship				
	Member #5	Member #6	Member #7	Member #8
Name				
Age				
D.O.B.				
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 applicants. They will not knowingly discriminate against any protected class in the selection of applicants

Please refer to the definition in Frequently Asked Questions, Page 6, in this package to answer the following questions:

Are you claiming an exception to the "First Time Homebuyer" rule? If so please indicate which exception:

- Displaced Homemaker
- Single Parent
- Elderly household member (55+)
- Own a property
- Own a residence not permanently affixed
- Own a residence not in compliance with State or local codes

Please Explain:

Please list the address of any home, land or property that any household member has owned or had joint interest in the past three years. Please include a copy of the Deed or HUD Settlement Sheet for each property.

Property #1 _____

Property #2 _____

MINORITY STATUS: This is an optional section that you may complete to assist in meeting Affirmative Marketing Goals.

	Applicant	Co-Applicant	Dependent	Dependent
Black or African American	_____	_____	_____	_____
Hispanic or Latino	_____	_____	_____	_____
Asian	_____	_____	_____	_____
Pacific Islander	_____	_____	_____	_____
Native Hawaiian	_____	_____	_____	_____
Native American	_____	_____	_____	_____
Alaska Native	_____	_____	_____	_____
Other (non white)	_____	_____	_____	_____

Where/how did you learn about the Affordable Housing? Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> Newspaper | <input type="checkbox"/> Real Estate Book |
| <input type="checkbox"/> Relative | <input type="checkbox"/> Co-worker |
| <input type="checkbox"/> Friend | <input type="checkbox"/> First Time Homebuyers Class |
| <input type="checkbox"/> Church | <input type="checkbox"/> Civic/Social Organization |
| <input type="checkbox"/> Veteran's Agent | <input type="checkbox"/> Paycheck Insert |
| <input type="checkbox"/> Lending Institution | <input type="checkbox"/> Flyer |
| <input type="checkbox"/> Email | <input type="checkbox"/> Website (Please specify which website) |

WWW. _____

MARKETING INFORMATION:

(Write your answer in the space provided and please be as specific as possible)

How did you find out about this affordable housing opportunity?

Have you or will you apply to other housing lotteries? (Circle one)

YES

NO

Please list the names of the developments and their location for which you are applying for.

INCOME AND ASSET INFORMATION:

Please complete the following section listing income for ALL household members including children. Include the most recent statements for each account and all other supporting 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.				
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	Acct. Number	Balance	Amt. Pd. Monthly
Checking				Checking				
Savings				Savings				
Unemployment				Unemployment				
Worker's Comp.				Worker's Comp.				
SS Disability				SS Disability				
Alimony				Alimony				
Child Support				Child Support				

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

CREDIT SCORE: Applicant _____ Co-Applicant _____

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.

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 titled "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? (Circle one)

YES

NO

If yes, attach a gift letter, from the person giving the gift, indicating their source of funds and that no repayment is expected.

- STOCKS, BONDS & CD'S:** Applicant must list the average value and provide documentation such as bank account numbers and value.

Do you have any stocks, bonds or CD's? (Circle one)

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? (Circle one)

YES

NO

If yes, are you employed or retired? _____

Are you making occasional withdrawals? (Circle one)

YES

NO

If yes, how much are you receiving per month? \$ _____

What is the total value of **all** accounts? \$ _____ Enclose last 3 quarterly statements.

SECTION 8:

Do you currently have a Section 8 Voucher from a Housing Authority? (Circle one)

YES

NO

If yes, which agency issued your voucher or subsidy? _____

ANTICIPATED CHANGES IN INCOME:

Are you expecting a change in any household members income in the next 12 months? (Circle one) YES NO

If yes, please explain. _____

REAL ESTATE:

You may currently own property* but it must be sold/under agreement before you sign a Purchase and Sale Agreement. Please see Page 6 “Who is eligible to apply for Affordable Homes?”

Are you, or anyone on this application, entitled to receive any amount of money from the sale of ANY property currently owned or through an upcoming court settlement? (Circle one) YES NO

If yes, please explain. _____

For property you plan on selling you must submit all of the following:

- Attach a copy of a broker's opinion of the property
- Attach a statement from your lender showing your current balance on your mortgage or outstanding loan.

*: You may currently own a property, only if you qualify under the First Time Homebuyer exception rules as shown on Page 6.

HOME BUYER CERTIFICATION

Initial
Here

- _____ I/We certify that I/We have read the entire package including the Frequently Asked Questions.
- _____ I/We certify that we are first time homebuyers as defined within 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 Information Packet.
- _____ I/We certify that our household is able to provide the minimum down payment required and closing costs.
- _____ 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 Affordable Housing 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 an Affordable unit.
- Lender pre-approval letter (not pre-qualification)
 - Income documentation (as indicated on checklist)
- _____ We understand that the **initial determination of eligibility** does not guarantee that we are eligible to purchase one of the affordable homes. A final determination of eligibility will be made by the Monitoring Agent. This determination will require additional documentation including but not limited to 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 or reject. If I/we reject the available home I/we will be moved 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 the application and have reviewed and understand the process in qualifying to purchase one of the affordable homes.
- _____ I/We believe we are qualified based upon the information in the Information Packet.
- _____ 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.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

AUTHORIZATION TO RELEASE

I/We hereby authorize the developer, Affordable Housing Agent, Monitoring Agent and the Municipality to inquire of credit agencies, employer(s), banking institutions and lending institutions to allow and assist them to determine my/our determination of eligibility for a mortgage loan to purchase a home.

In addition, I/we hereby authorize any lender, Mortgage Company or mortgage broker to whom we apply for a mortgage to release any and all information regarding our loan application and approval.

This authorization includes all mortgage application information provided to the lender including, but not limited to credit reports, bank accounts, stock holdings and any other asset needed to process my loan application.

Authorization also allows the inquiries of my employer regarding employment information.

It is understood that a photo copy of this document shall also serve as an authorization to provide the information requested.

APPLICANT SIGNATURE

DATE

CO-APPLICANT SIGNATURE

DATE

Keep this document accessible. It contains valuable contact information.

NEW ENGLAND FUND (NEF) HOMEBUYER DISCLOSURE STATEMENT

This Deed Rider Summary summarizes your rights and obligations in purchasing this home. You are about to purchase a home at less than the home's fair market value, under the New England Fund (NEF) Program. When you sell the home, that same opportunity will be given to the new buyer. 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 the Deed Rider that will be attached to the deed to your home and recorded at the Registry of Deeds.

PLEASE REMEMBER:

- You must occupy this home as your primary residence;
- You must obtain consent from the monitoring agent and the Municipality before renting, refinancing or granting any other mortgage, or making any capital improvements to your home;
- You must give written notice to the Monitoring Agents when you decide to sell your property.

The contact information for the Monitoring Agents is listed in the Deed Rider.

Please read the Deed Rider restriction in its entirety because it describes and imposes certain important legal requirements. It is strongly recommended that you consult an attorney to explain your legal obligations and responsibilities.

Primary Residence

You must occupy your property as your primary residence.

Renting, Refinancing and Capital Improvements

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

- Rent your home;
- Refinance an existing mortgage or add any other mortgage including a home equity loan; or
- Make any Capital Improvements (for example, a new roof or a new septic system - see attached Capital Improvements Policy) if you wish to get credit for those costs (at a discounted rate) when you sell your home.

Before taking any action, please contact the Monitoring Agent for instructions on renting, mortgaging, or making capital improvements to your home. If you do not obtain the required consent from the Monitoring Agents, you can be required to pay all of the rents or proceeds from the transaction to the Municipality.

Resale Requirements

When you sell your home, you are required to give written notice to the Monitoring Agents of your desire to sell so that they may proceed to locate an Eligible Purchaser for your home. Your sale price will be computed by the Monitoring Agent based on the formula set forth in the Deed Rider to reflect your original purchase price plus certain limited adjustments.

The allowed sale price is defined as the "Maximum Resale Price" in the Deed Rider. It is calculated by adjusting the purchase price you paid for the home to reflect any change in the area median income from the time you purchased the home to the time of the resale plus:

- (a) The Resale Fee as stated in the Deed Rider;
- (b) Approved marketing fees, if any; and
- (c) Approved Capital Improvements, if any.

The Maximum Resale Price can never be more than the amount which is affordable to an Eligible Purchaser earning 70% of the area median income, as determined by a formula set forth in the Deed Rider. The sales price will also never be less than the purchase price you paid, unless you agree to accept a lower price.

The Monitoring Agents have up to 90 days after you give notice of your intention to sell the home to close on a sale to an Eligible Purchaser, or to close on a sale to a Monitoring Agent, or to a buyer that one of them may designate. This time period can be extended, as provided in the Deed Rider, 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.

It is your obligation to cooperate fully with the Monitoring Agents during this resale period.

If an Eligible Purchaser fails to purchase the home, and none of the Monitoring Agents (or their designee) purchases the home, you may sell the home to a purchaser who does not qualify as an Eligible Purchaser (in this event, this purchaser is referred to as an ineligible 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 Deed Rider; and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by 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 an ineligible purchaser (as described in the Deed Rider), is subject to the normal and customary terms for the sale of property, which are set forth in the Deed Rider and which will be included in your Purchase and Sale Agreement.

There is no commitment or guarantee that an Eligible Purchaser will purchase the home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the home. A sale or transfer of the home will not be valid unless (1) the total value of all consideration and payments of every kind given or paid by the selected purchaser do not exceed the Maximum Resale Price, and (2) the Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the Deed Rider is executed by the Monitoring Agents and recorded at the Registry of Deeds by the closing attorney.

If you attempt to sell or transfer the home without complying with the Deed Rider requirements, the Monitoring Agents may, among their other rights, void any contract for such sale or the sale itself.

Foreclosure

In the event that the holder of a mortgage delivers notice that it intends to commence foreclosure proceedings, the Deed Rider 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 notice of the Lender's intent to foreclose.

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 the 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 Deed Rider, you are agreeing that you will cooperate in executing the deed to the Municipality (or its designee) and any 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 Agents, 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 the Deed Rider.

If the sale price at the foreclosure sale is greater than the purchase price that would have applied for the Municipality's foreclosure purchase option as described above, the excess will be paid to the Municipality. By signing the Deed Rider, 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.

There is no commitment or guarantee that the Municipality will exercise the foreclosure purchase option, or that your Lender 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.

Violation of Restriction Requirements

If you violate any of the Restriction terms, you will be in default and the Monitoring Agents may exercise the remedies set forth in the Deed Rider.

If one or more of the Monitoring Agents brings an enforcement action against you and prevails, you will be responsible for all fees and expenses (including legal fees) for the Monitoring Agent(s). The Monitoring Agent(s) can assert a lien against the home to secure your obligation to pay those fees and expenses.

Acknowledgements

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

I also certify that I have been advised to have an attorney review this document and the Deed Rider with me.

Dated _____ .2018

Homebuyer _____ Witness _____

Homebuyer _____ Witness _____

HSSM's (Housing Solutions for Southeastern Massachusetts) Policies and Procedures on Capital Improvements

Definition

HSSM defines capital improvement as a necessary maintenance improvement, not covered by a condominium or homeowner association fee, that if not done would compromise the structural integrity of the property.

Examples of necessary capital improvements including the following:

- New roof
- The replacement of windows due to damage or long-term wear and tear
- The replacement of siding, shingles or clapboard due to damage or long-term wear
- Exterior painting due to deterioration
- Heating or plumbing replacement
- Structural deficiencies such as termite or other pest damage, water damage, or other maintenance as required
- Septic tank replacement
- Appliance replacement (stove, dishwasher, refrigerator)
- Other improvements identified by the owner and reviewed by HSSM.

Improvements such as the installation of central air conditioning, outdoor decks, flooring (except in cases of replacement due to damage or long-term wear), additions or finishing of unfinished spaces, garages, landscaping, and other items identified by the owner that are upgraded or luxury improvements will not be considered capital improvements and cannot be added to the resale price when the property is sold.

Getting Capital Improvements Approved

Capital improvements must be approved by the monitoring agent in order to be considered and added to the resale price. HSSM requires that a request be made in writing for the improvement, including a description of the work to be done, an estimate of the cost, and an explanation of why the work is a capital improvement. If the request is approved, HSSM will require a copy of the paid invoice after the completion of the work.

If the owner is purchasing materials and is completing the project on their own, only the cost of the materials can be taken into consideration.

If a condominium or homeowners' association has a special assessment, HSSM will take into consideration the cost to the homeowner on a case by case basis. Additional documentation may be requested.

At the time of resale, HSSM will determine the current value of the improvement. For example, if a new heating system is installed for \$5,000 and the owner sells the property 5 years later, the full \$5,000 will not be added to the resale price. As with market rate properties, the value of the heating system is the greatest when it is new and it depreciates over time.

Contacting HSSM

Requests for capital improvements or questions can be directed to:

Veronica Truell

HSSM

169 Summer Street

Kingston, MA 02364

781-422-4225 Direct

781-585-7483 Fax

Email: vtruell@housingsolutionssema.org

Web: www.HousingSolutionssema.org

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 eligible for an Affordable Home.

- Completed and signed application
- Last five pay stubs (*regardless of weekly or bi-weekly pay periods*)
- Last three years Federal tax returns including W-2's, 1099's, etc.
- Pre Approval letter from a bank stating your household qualifies for a mortgage to purchase an affordable home. Pre-Approval must state interest rate and term (30 yr fixed)
- Any additional income documentation such as but not limited to social security, pension, and alimony.
- Last three months checking and savings account bank statements from each bank that you hold accounts in. (*All financial documents must show the account holders name, address and account number. All pages of banking statements must be submitted even if blank.*)
- Last three quarterly statements for asset information including evidence of the value of CDs, brokerage statements, etc.
- Signed Homebuyer Disclosure Statement
- 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
- Copy of your credit score(s)
- Copy of your divorce decree or separation agreement if within the past three years

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: Nadia 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.