



TOWN OF FRANKLIN

AFFORDABLE HOME APPLICATION

(All Pages of Application Must Be Completed and Returned to Maxine Kinhart, Planning Dept., 355 East Central Street, Franklin, MA 02038 (508) 553-4846)

Applicant Name	Address	Total Annual Income
Co-Applicant Name	Address	Total Annual Income

Telephone Numbers		
D:	E:	Cell:

Below are the Income Limits used by the Department of Housing and Community Development and are based on 80% of the Median (family of 4) Income as established by HUD.

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7
Maximum Income:	\$78,300	\$89,500	\$100,700	\$111,850	\$120,800	\$129,750	\$138,700

Maximum Household Asset Limit is \$75,000 – See Asset Information Sheet

List all who will live in the home (individual/s, children, parents, etc.). Income from all sources must be disclosed. If a household member is a full-time student over age 18 – include amount of income (only \$480 counts) and name and address of school attending.

Household Member	Date of Birth	Relationship	Income	<u>Check if Full Time Student over 18 yrs.</u>



- You must be a first time homebuyer (No household member has owned outright or jointly a home within the past three years.) and cannot own a home including in trust with the exception of:
 - a. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
 - b. single parents, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of whom the individual has custody or joint custody, or is pregnant);
 - c. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
 - d. households that owned a property that was not in compliance with State, local, or model building codes and that cannot be brought into compliance for less than the cost of constructing a permanent structure.
- In accordance with DHCD regulations, household size and the need for available bedrooms will be a factor in awarding homes. Units with more than one bedroom must have at least two family members.
- Individuals with a financial interest in the development, or family, are not eligible.
- The Town of Franklin is an Equal Opportunity Housing Supporter. For the purpose of compliance with affirmative fair marketing, at your option, please indicate if you or family member(s) who will live in the home are:
 - Native American or Alaskan native
 - Asian
 - Black or African American
 - Native Hawaiian or Pacific Islander
 - Hispanic or Latino

- ❑ Other (not white)
 - Applicant/Co-Applicant
 - Family Member(s)
-
-

As part of the Application, I am providing the following required documents and I understand that my application will be incomplete if submitted without all the required documentation.

- ❑ The most recent three years **SIGNED** Federal Tax Returns– all pages – **do not send State Tax Returns**
 - ❑ Five consecutive current pay stubs indicating year to date income
 - ❑ Three years of W-2's and 1099-R Forms
 - ❑ Documentation proving local preference status if applicable
 - ❑ Three most current statements for **all** bank accounts, brokerage accounts, etc. – all pages
 - ❑ Asset Information Sheet and Income Worksheet and supporting documentation
 - ❑ A photo ID (license, passport, or equivalent)
- I understand that I must be able to make a down payment (assumed 3%, 1.5% must be from the buyer's own funds) and obtain a mortgage for the property (30 year fixed rate) and if I cannot, I will be disqualified. Mortgage must have a current fair market interest rate. No more than 2 points above the current MassHousing rate. **A Pre-approval letter from a mortgage provider familiar with affordable deed restrictions is required with your application as well as all requested documentation. Pre-qualification letters will not be accepted. FHA and VA loans are not accepted.**
- Applicant must remain eligible with regard to family size, income, and asset limitations throughout the entire process up until and including the closing on the property.
- Applicant must agree to deed restrictions that will limit profits at resale and insure that new owners are income eligible. I understand that deed restrictions require me to seek approval from the Town and DHCD prior to refinancing or making capital improvements to my home. Such restrictions are attached to the deed in perpetuity.
- Applicants will not be discriminated against on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance receipt, religion, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law.

I certify that I have read and understand the preceding and the information I have provided is true and that all household members indicated will reside with me in the house. I understand that in addition to this application, I am obligated to qualify

under the most recent rules and regulations (The Guidelines) as amended from time to time by the Department of Housing and Community Development. All Adult members of the household must sign.

Signature, e-mail

Date

Signature, e-mail

Date

INCOME INFORMATION WORKSHEET

Please complete the following Income Information Worksheet for **all household members**. Income is from all sources. If you are self-employed you **MUST** provide a detailed expense and income spreadsheet for the last 12 months and three months of business checking and savings accounts. If you have obtained a new job within the last 12 months, you must provide a copy of the Employment Offer Letter. If you are no longer working for an employer, you worked for in the past year, you must provide a letter from the employer with your separation date. Copy or use additional sheets if necessary.

Attach paystubs for 5 most current pay periods and 3 months statements for all accounts.

Household Member Name	Source of Income	Total Gross Monthly	Total Gross Annual
	Employer Name:		
	Employer Name:		
	Employer Name:		
	Employer Name:		
	Self-Employed (Name):		
	Self-Employed (Name):		
	Child Support/Alimony:		
	Other Income (Name/Source):		
	Social Security:		
	Social Security:		

	SSDI:		
	SSDI:		
	Unemployment Compensation:		
	Workman's Compensation:		
	Pension Fund Payments(Source):		
	Pension Fund Payments(Source):		
	Retirement Funds Payments(Source):		
	Retirement Funds Payments(Source):		
	Retirement Funds Payments(Source):		
	Interest Income(Source):		



ASSET INFORMATION SHEET

Please complete the following Asset Information for **all household members**. The Asset limit is \$75,000. Assets include liquid assets, cash in checking, savings accounts or money market accounts; CD's, stocks, bonds, and other forms of capital investments, excluding equity accounts in homeownership programs or state assisted public housing escrow accounts. Individual retirement accounts and 401K and Keogh accounts are Assets unless you are withdrawing from them, then they are income. Use separate sheet if necessary. Assets divested at less than full market value within 2 years of application are counted at full market value.

Attach most current 3 statements (individual statements – not running transaction list – all pages, front and back) for all accounts.

TYPE – Cash	NAME on	ACCOUNT	INTEREST RATE
Institution Name	ACCOUNT	BALANCE	
Checking:			
_____	_____	_____	_____
_____	_____	_____	_____
Savings:			
_____	_____	_____	_____
_____	_____	_____	_____
Money Market:			
_____	_____	_____	_____
_____	_____	_____	_____

TYPE – OTHER	NAME	ACCOUNT	INTEREST RATE
		BALANCE	
Certificates of Deposit:			
Stocks, Bonds, Investment Portfolios:			

Trusts:(If receiving payments from Trusts, include as income.)			

TYPE – RETIREMENT (If drawing from these, include as income, not asset.)	NAME on ACCOUNT	ACCOUNT BALANCE	INTEREST RATE
IRA:			
KEOGH:			
Pension:			
Annuity:			
Retirement – Other			

Real Estate

Do you or anyone on this application currently own a home that must be sold to purchase this property?	<input type="radio"/> Yes <input type="radio"/> No
If yes, type of property:	
Location of property:	\$
Appraised Market Value:	\$
Mortgage or outstanding loans balance due:	\$

Applicant Signature/Date

Co-Applicant Signature Date

Signature (Adult Household Member)/Date

Signature (Adult Household Member) Date



TOWN OF FRANKLIN

Please check and fill in the following items that apply to you

- I/We certify that our household is _____ persons.
- I/We certify that we have a need of _____(number) of bedrooms.
- I/We certify that our annual household income is _____. Income from all family members has been included.
- I/We certify that my/our total assets do not exceed the asset limit of \$75,000 as defined in the application. I/We certify that we qualify as first-time homebuyers, as defined in the application.
- I/We certify that I/we have received a Local Initiative Program Disclosure Statement and I/We understand the resale/refinance restrictions that will be placed on this home.
- If applicable, I/We certify that at least one member of our household qualifies under the Local Preference category.
- If applicable, I/We certify that at least one member of our household qualifies under the Minority Preference category.

I/We certify that the information contained in this application is true and accurate 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.

I/We understand that if selected, the Town of Franklin does not guarantee that I/We will be able to purchase a home. I/We understand that all application data will be verified and my qualifications will be reviewed in detail.

I/We understand that it is my/our obligation to secure the necessary mortgage for the purchase of the home and all expenses, including closing costs and down payments, are my/our responsibility.

I/We further authorize the Town of Franklin or their designee to verify any and all income and asset and other financial information, to verify any and all household, resident location and workplace information and direct any employer, landlord, or financial institution to release any information to the Town of Franklin or their designee.

I/We have completed an application and have reviewed and understand that this home will be awarded on a first come, first serve basis.

The home will be offered to the first applicant who submits a completed application and ALL requested materials and subject to final review. Incomplete applications will not be considered.

Applicant Signature

Co-Applicant Signature

Date

KEEP THIS DOCUMENT ACCESSIBLE
IT CONTAINS VALUABLE CONTACT INFORMATION

LOCAL INITIATIVE PROGRAM (LIP)
HOMEBUYER DISCLOSURE STATEMENT

This Homebuyer Disclosure Statement summarizes your rights and obligations in purchasing this home. You are about to purchase a home located at _____, in _____, Massachusetts (the “Municipality”) at less than the home’s fair market value, under the Local Initiative Program (LIP). 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 a LIP 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 Department of Housing and Community Development (DHCD) and the Municipality [and _____ (if another monitoring agent is listed)] (together they are referred to as the “Monitoring Agents” in this Homebuyer Disclosure Statement) before renting, refinancing or granting any other mortgage, or making any capital improvements to your LIP home;
- You must give written notice to the Monitoring Agents when you decide to sell your property.
- Your LIP property may not be transferred into a trust.

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

Please read the LIP 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 LIP 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 LIP 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 DHCD 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 LIP home. Your sale price will be computed by DHCD based on the formula set forth in the LIP 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 LIP 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 LIP home to the time of the resale plus:

- (a) The Resale Fee as stated in the LIP 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 LIP 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 LIP 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 LIP Deed Rider; and
- (iv) if there are more than one interested ineligible purchasers, preference will be given to any purchaser identified by DHCD 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 LIP Deed Rider), is subject to the normal and customary terms for the sale of property, which are set forth in the LIP 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 LIP home, or that you will receive the Maximum Resale Price (or any other price) for your sale of the LIP 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 LIP Compliance Certificate that confirms that the sale or transfer was made in compliance with the requirements of the LIP 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 LIP 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 LIP 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 LIP 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 LIP 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 LIP 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 LIP 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 LIP 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.

