



## AFFORDABILITY ASSISTANCE

### PROGRAM MANUAL

*In Accordance with the Uniform Housing Affordability Controls*

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## INTRODUCTION

The purpose of this Manual is to describe the policies and procedures of the Affordability Assistance Program. This Manual describes the basic content and operation of the various affordable assistance program components.

**In accordance with the Fair Housing Act Adopted New Rules: N.J.A.C. 5:99 - 2.5**, a municipality shall set aside a portion of its affordable housing trust fund for the purpose of providing affordability assistance to low- and moderate-income households in affordable units included in a municipal fair share plan, in accordance with N.J.A.C. 5:99-2.5. Affordability assistance means the use of funds to render housing units more affordable to low- and moderate-income households and includes, but is not limited to, down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowner's association or condominium fees and special assessments, common maintenance expenses, and assistance with emergency repairs and rehabilitation to bring deed-restricted units up to code. N.J.A.C. 5:99-2.5.

## I. TYPES OF AFFORDABILITY ASSISTANCE

The four types of affordability assistance offered are listed below. The specifics of each type are summarized in Exhibit 1. No ongoing or monthly assistance options are currently available.

**A. *Emergency, Energy Efficiency Upgrades and Health/Safety Repairs*** – Affordability Assistance funding is available to assist owners of low-and moderate-units to make emergency, energy efficiency upgrades and/or health and safety related repairs that they do not have the financial resources to make otherwise.

1. ***Emergency repairs include:*** Roofs, HVAC systems, Plumbing (including wells), Electrical, Load bearing structural systems
2. ***Energy Efficiency Upgrades include*** upgrading appliances for higher energy efficiency (refrigerator, dishwasher, clothes washers), high efficiency heating and cooling systems. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors) is also eligible.
3. ***Health/Safety Repairs include:*** Sanitary plumbing (including septic systems), Lead paint abatement

Funding will not be provided for standard maintenance items, work covered by the homeowner association, damage covered by homeowner insurance and/ or minor repairs such as small areas of peeling paint or other items that can be addressed easily by the homeowner. This funding will help preserve the affordable deed restricted housing stock

and the residents who reside in the homes. Only units in the Township's Fair Share Plan (portfolio of affordable units) may be eligible to apply.

**B. Security Deposit Assistance-** An interest -free loan is available to an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit in a deed restricted affordable unit in the Township or its Market to Affordable Rental Program or Rental Housing Rehabilitation Program.

**C. Down Payment Assistance** -The Cinnaminson Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a *no interest, deferred payment loan* to homebuyers of deed restricted affordable properties within Cinnaminson Township to use as a principal down payment. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to Cinnaminson.

**D. Homeownership Assistance Program** - The Program is designed to help low- and moderate-income homeowners retain stable finances. This program will provide a no interest, deferred payment loan to homeowners of deed restricted affordable properties within the Township of Cinnaminson who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees. Funds are made available through the Township's Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homeowners.

### **Eligibility**

Applications submitted for affordability assistance will be provided on a first come-first-served basis according to the following criteria:

1. There are affordability assistance funds remaining in the budget for the year.
2. The applicant owns a deed restricted affordable unit in Cinnaminson that they maintain as their primary residence.
3. The applicant rents a deed restricted affordable unit in Cinnaminson.
4. The applicant has not received an affordability assistance grant in the past. (Only one award per household is permitted. This requirement can be waived with justification.)
5. Applicants applying for repairs will require income certification at the time of application.
6. Applicants applying for repairs, must show proof that property taxes, municipal utilities and, if applicable, mortgage and homeowner association fee are paid current.
7. Applicants applying for repairs, must show proof that the needed improvements cause a serious threat to the health and/or safety of the building's residents.

### **Repayment Terms & Repayment Agreement**

When required, loans for properties participating in the Affordability Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality and executed by the property owner. The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original mortgage note shall be retained by the Program Administrator and kept in the unit file. The administrative agent will send the affordability assistance Mortgage requiring recording to the Township. Upon receipt the Township will file said documents with the County Clerk's office upon the completion of the closing of title or completion of the repair, whichever program is applicable.

When required, the following is the term of the mortgage:

**All loans are deferred payment loans and due upon change in title or when tenant moves from unit.**

## **II. ADMINISTRATION**

The Administrative agent will be responsible for administering the program. Questions about the Program should be directed the Administrative Agent. All forms are included in the appendices

### **TRIAD Associates**

1301 W. Forest Grove Road

Vineland, NJ 08360

Phone: (856) 690-9590

Fax: (856)-690-5622

[www.triadincorporated.com](http://www.triadincorporated.com)

[www.triadhousingprograms.com](http://www.triadhousingprograms.com)

### **Determining Eligibility Certification**

In order to be eligible for assistance, households in each unit to be assisted must be determined to be income eligible. All adult members, 18 years of age and older, of the household must be fully certified as income-eligible before any assistance will be provided by the Program. The Program will income qualify applicants in accordance with the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-16.1 et seq., except for the asset test.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

#### **A. What is Considered Income**

The following income sources are considered income and will be included in the income eligibility determination:

- Wages, salaries, tips, commissions
- Regularly scheduled overtime
- Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
- Social Security
- Pensions
- Disability
- Alimony
- Verified regular child support (received)
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
- TANF (Temporary Assistance For Needy Families)
- Net income from business or real estate
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

#### **B. What is Not Considered Income**

The following income sources are not considered income and will not be included in the income eligibility determination:

- Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income
- Part-time income of dependents enrolled as full-time students
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Food stamps
- Rebates or credits received under low-income energy assistance programs
- Payments received for foster care
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans
- Personal property such as automobiles

#### **C. How to Verify Income**

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- A signed copy of regular IRS Form 1040 (Tax computation form), 1040A or 1040EZ (as applicable) and state income tax returns filed for the last three years prior to the date of interview or notarized tax waiver letter for respective tax year(s)
- A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- If applicable, a letter or appropriate reporting form verifying monthly benefits such as:
  1. Social Security or SSI – Current award letter or computer printout letter
  2. Unemployment – verification of Unemployment Benefits
  3. Welfare -TANF current award letter
  4. Disability - Worker’s compensation letter or
  5. Pension income (monthly or annually) – a pension letter
  6. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court (includes separation agreement or divorce papers) or education scholarship/stipends – current award letter;
- Reports from the last two consecutive months that verify income from assets to be submitted by banks or other financial institutions managing savings and checking accounts (bank statements and passbooks), trust funds, money market accounts, certificate of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates). Examples include copies of all interest and dividend statements for savings accounts, interest and non-interest-bearing checking accounts, and investments;
- Evidence or reports of income from directly held assets, such as real estate or businesses owned by any household member 18 years and older.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

**D. Additional Income Verification Procedures**

***1. Student Income***

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

## ***2. Income from Real Estate***

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage interest, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate, other than primary residence, the Program Case Manager should determine the imputed interest from the value of the property. The Program Case Manager should deduct outstanding mortgage debt from the documented market value established by either a market value appraisal or by applying the property tax equalization market value method, as well as real estate commission if property was to be sold. Based on current money market rates, interest will be imputed on the determined value of the real estate.

### **E. Other Eligibility Requirements**

Applicant to submit the following in the application package:

- Recorded deed to the property to be assisted;
- If you are a widow or widower, copy of Death Certificate should be included;
- Receipt for property taxes paid current.
- Signed Release form to verify eligibility determination from third party sources;
- Proof that all mortgage payments are current; and
- Copy of any and all other liens recorded against the property.
- Personal identification (a copy of any of the following Driver's License, Passport, Birth Certificate, Social Security Card, Adoption Papers, Alien Registration Card, etc.) for each household member.

### **A. EMERGENCY, ENERGY EFFICIENCY UPGRADES AND HEALTH/SAFETY REPAIRS PROGRAM PROCEDURES**

- Homeowner submits application for assistance along with proof of work items needed. Homeowner has to demonstrate the existing problem has been inspected and the threat verified by one of the following:
  - The appropriate local sub code official;
  - A doctor or local health official;
  - Systems or components that have been red tagged by utility company and/or verified non-functional by a qualified service technician; or
  - An energy efficiency audit by utility company and/or contractor.

This is done at time of submission of the program application.

- Triad Associates income certifies applicant and confirms property taxes, municipal utilities and, if applicable existing mortgage and homeowner association fee are paid current. The Program reserves the right to make an exception to the requirement of paid up tax and/or water and/or sewer accounts. Individual files will be reviewed on a case-

by-case basis. Upon approval by the appropriate municipal officials and the Program, a Special Needs Eligibility Requirements Waiver may be issued.

- Program inspector visits home to document emergency repair and to prepare the work specifications and cost estimate.
- Upon eligibility determination and site visit– Triad Associates will send homeowner:
  - ✓ Eligibility letter (including paragraph on municipal contractor payment process to show to the contractor)
  - ✓ Work specifications

Instructions to obtain and provide proposal from 3 contractors (willing to be paid by municipality at job completion). Homeowner to identify contractor selected to do the job and provide that contractor’s business registration, Consumer Affairs home improvement license and certificate of insurance listing program as certificate holder. The homeowner will have to fund any amount over the program funding limit, payable directly to the contractor.

- Once homeowner provides the above items, send the homeowner’s certificate of eligibility and contractor selection to the Township to pass a resolution authorizing funding assistance. Upon receipt of the approved municipal resolution, provide the homeowner the construction agreement for the homeowner and contractor to sign, as well as program mortgage & note (if applicable) for the homeowner to sign in front of notary and return to program.
- Upon construction completion, the homeowner will provide to the Program:
  - ✓ Written homeowner’s approval of satisfactory job completion.
  - ✓ Invoice from contractor with notarized statement identifying the work items he completed.

Copies of municipal permits and closed out permits via municipal Certificate of Approval for the applicable items installed.

- If work does not require permit, Triad Associates inspector will inspect work to ensure completeness before payment.
- Triad Associates submits the contractor invoice to the municipality for payment and forwards the mortgage, when applicable, to the municipality to file (record) with the county clerk.

## **Emergency, Energy Efficiency Upgrades and Health/Safety Repairs Program Eligibility Certification Process**

### **F. Eligibility Certification**

After Triad Associates Program staff determines that the household is income eligible and meets all other eligible requirements, the Triad Associates Program Manager will complete and sign the Eligibility Certification. This certification is valid for six months starting from date of eligibility certification. A Construction Agreement must be signed within this time period. If not, the Program Manager must reevaluate the household's eligibility.

- The Cinnaminson Emergency Repair Assistance Program will provide a maximum loan of \$10,000. to each eligible homeowner.

## **B. SECURITY DEPOSIT ASSISTANCE PROCEDURES**

The Township of Cinnaminson will designate a portion of all development fees collected and interest earned towards a revolving Security Deposit Assistance Fund. An interest -free loan from the fund will be received by an income eligible renter with good credit standing who qualifies for a low- or moderate-income rental unit in one of the Township's deed restricted units or its Rental Housing Rehabilitation Program as per the following guidelines:

- The security deposit assistance will be in the form of a cash loan equal to the security deposit amount determined by the landlord and will be paid to the landlord on behalf of the tenant.
- At the termination of the lease, the landlord will return the portion of the security deposit it determines to the Township of Cinnaminson along with the interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord. Funds returned to the municipality will be placed in the affordable housing trust fund to be used for future security deposit assistance.
- The Township of Cinnaminson's Security Deposit Affordability Assistance Program will be administered by the Administrative Agent, Triad Associates. After an applicant is income qualified by Triad Associates pursuant to New Jersey Fair Housing rules and the Uniform Housing Affordability Controls, or cannot be qualified due to a need for assistance, an affordability assistance application will be completed and forwarded with all necessary documentation to Triad Associates. The affordability assistance recipient will sign a contract with municipality which states the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information. All tenants of affordable units within the Township of Cinnaminson will be advised of the availability of the Township's Affordability Assistance Program. An income eligible occupant or applicant for an affordable unit within the municipality may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.
- The Cinnaminson Security Deposit Assistance Program will provide a maximum loan of \$2,500.00 for security deposit assistance.

## **C. DOWN PAYMENT ASSISTANCE PROCEDURES**

The Cinnaminson Down Payment Assistance Program is designed to help low- and moderate-income households achieve the goal of homeownership. This program will provide a *no interest, deferred payment loan* to homebuyers of deed restricted affordable properties within Cinnaminson to use as a principal down payment. The goal of the program is to provide financial assistance to income-qualified homebuyers moving to Cinnaminson.

### **Eligible Participants**

Applicants for this loan program must be income-qualified by the Administrative Agent for Cinnaminson and must be under contract to purchase a deed restricted home in Cinnaminson. This means that the applicant must have made application to buy a home, been income-qualified and selected to purchase an affordable home within Cinnaminson, and signed a contract with the seller.

### **Eligible Properties**

Properties must be single family homes within Cinnaminson deed restricted in accordance with the U.H.A.C. guidelines. The price of the home will be limited by the deed restriction to be affordable to either a low or moderate-income household.

### **Level of Financing**

The Cinnaminson Down Payment Assistance Program will provide a maximum loan of \$10000.

### **Terms and Conditions**

The loan is given as a zero-interest loan payable at time of transfer of title of the affordable housing unit and is secured by a second mortgage and note.

Recipients of Down Payment Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of the deed restriction and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1*et seq.*). In the event the property is sold or disposed of during the term of the loan, the loan shall be immediately due and payable to Cinnaminson according to the terms of the Mortgage and Mortgage Note.

### **Security Instruments**

Loans for all properties participating in the Down Payment Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The closing agent will record said documents with the County Clerk's office upon the completion of the closing of title. The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original mortgage note shall be retained by the Program Administrator and kept in the unit file.

## **D. HOMEOWNERSHIP ASSISTANCE PROGRAM**

### **Eligible Participants**

Applicants for this loan program must be income-qualified by the Township's Administrative Agent, Triad Associates (or successor) and must own a deed restricted affordable home in the Township. To be eligible for the funds, homeowners must prove that they are:

1. Behind in payments to a mortgage company
2. Behind in payments for property taxes
3. Behind in payments to a utility company
3. Behind in special assessment payments

#### 4. Behind in payments to the Homeowner's Association

In addition, applicants must prove that with their current level of income as determined by the administrative agent, they are not paying more than 33 percent towards housing costs for their unit, including principal, interest, taxes, insurance, special assessments and homeowner fees. **By paying off any outstanding debts on the property, the household must be able to maintain the traditional costs associated with owning the home.**

#### **Level of Financing**

The Cinnaminson Township Homeownership Assistance Program will provide a maximum of **\$5,000.00** to current homeowners.

#### **Terms and Conditions**

The loan is given as a zero-interest loan payable at time of closing of the affordable housing unit and is secured by a second mortgage and note due and payable upon change in title.

Recipients of Homeownership Assistance Program funds are required to maintain the unit as their principal residence for the duration of the loan period and abide by all other requirements of their deed restriction (located in their deed or Affordable Housing Agreement) and the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1*et seq.*). In the event the property is sold or disposed of during the term of the loan, the loan shall be immediately due and payable to the Township of Cinnaminson according to the terms of the Mortgage and Mortgage Note.

#### **Security Instruments**

Loans for all properties participating in the Homeownership Assistance Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The Administrative Agent will record said documents with the County Clerk's office upon the completion of the closing. The Mortgage and Mortgage Note will be executed at closing. The terms of the mortgage are in the Mortgage Note, which is not recorded. The original mortgage note shall be retained by the Administrative Agent and kept in the unit file.

## **Exhibit 1: Summary of Affordability Assistance Program Terms**



**Exhibit 1: Summary of Affordability Assistance Terms**

	<b>Emergency Repair Program</b>	<b>Security Deposit Program Assistance</b>	<b>Down Payment Program Assistance</b>	<b>Homeowners Assistance Program</b>
<b>Purpose</b>	Assist with documented emergency repairs, energy efficiency upgrades, health and/or safety items that are a threat to the building residents. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.	Assist with security deposit payment to landlord. Unit must be a deed restricted affordable unit and applicant must be income certified at the time of the application.	Assist with down payment assistance towards purchase of Market to Affordable or deed restricted affordable properties.	Assist with arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' fees.
<b>Maximum Amount</b>	Up to \$10,000	Up to \$2,500	Up to \$10000	Up to \$5,000
<b>Program Terms</b>	Deferred payment 0 % interest loan (secured with mortgage), paid back when title is transferred	Deferred payment 0 % interest loan (unsecured) paid back when tenant moves from apartment.	Deferred payment 0 % interest loan (secured with mortgage), paid back when title is transferred.	Deferred payment 0 % interest loan (secured with mortgage), paid back when title is transferred.
<b>Justification Required</b>	Yes	Yes	Yes	Yes
<b>Additional Criteria</b>	Detailed cost proposal from licensed contractor.	None	None	Proof of delinquent payments
<b>Assistance to:</b>	Homeowner	Tenant	Homebuyer	Homeowner
<b>Advertising</b>	Annual newsletter to owners	Administrative Agent will inform new tenants	Administrative Agent will inform new homebuyers.	Annual newsletter to owners



## **Exhibit 2: Affordability Assistance Application**

## APPLICATION FOR AFFORDABILITY ASSISTANCE CINNAMINSON

### APPLICANT INFORMATION

**YOU MUST REPORT ALL PERSONS LIVING IN YOUR HOUSEHOLD:**

<b>Homeowner (First, Last Name)</b>	
<b>Social Security Number</b>	
<b>Co-Owner (First, Last Name)</b>	
<b>Social Security Number</b>	
<b>Street Address</b>	
<b>City, State, Zip</b>	
<b>Home / Cell Telephone</b>	
<b>Work Telephone and Ext.</b>	
<b>Email Address:</b>	
Additional Household Member 1	
• Age	
Additional Household Member 2	
• Age	
Additional Household Member 3	
• Age	

### PROPERTY INFORMATION

<u>Name of Owner(s) as it Appears on the Property's Deed:</u>	
<u>Co-Owner</u>	
<u>Original Mortgage Amount</u>	
<u>Approximate Present Balance</u>	
<u>Monthly Payment</u>	

**List Emergency Repairs that you believe require rehabilitation through this Program:**

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**INCOME DATA - EMPLOYMENT:** (You must report all income received for all household members)

<b>Applicant Name</b>	
<b>First Employer Name:</b>	
<b>Address of Employer:</b>	
<b>Position:</b>	
<b># of Years Employed</b>	
<b>Gross Income (before Taxes):</b>	\$
	Circle one: Monthly BiWeekly Weekly
<b>Second Employer Name:</b>	
<b>Address of Employer:</b>	
<b>Position:</b>	
<b># of Years Employed</b>	
<b>Gross Income (before Taxes):</b>	\$
	Circle one: Monthly BiWeekly Weekly
<b>OTHER INCOME</b>	PLEASE ENTER MONTHLY AMOUNT BELOW
<b>Social Security</b>	\$
<b>Child Support</b>	\$
<b>Unemployment</b>	\$
<b>Welfare</b>	\$
<b>Disability</b>	\$
<b>Pension</b>	\$
<b>Interest/Stocks/Bonds</b>	\$
<b>Other (Explain)</b>	\$

<b>Other Household Member #1 Name:</b>	
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<b>First Employer Name:</b>	
<b>Address of Employer:</b>	
<b>Position:</b>	
<b># of Years Employed</b>	
<b>Gross Income (before Taxes):</b>	\$
	Circle one: Monthly BiWeekly Weekly
<b>Second Employer Name:</b>	
<b>Address of Employer:</b>	
<b>Position:</b>	
<b># of Years Employed</b>	
<b>Gross Income (before Taxes):</b>	\$
	Circle one: Monthly BiWeekly Weekly
<b>OTHER INCOME</b>	PLEASE ENTER MONTHLY AMOUNT BELOW
<b>Social Security</b>	\$
<b>Child Support</b>	\$
<b>Unemployment</b>	\$
<b>Welfare</b>	\$
<b>Disability</b>	\$
<b>Pension</b>	\$
<b>Interest/Stocks/Bonds</b>	\$
<b>Other (Explain)</b>	\$

<b>Other Household Member #2 Name:</b>	
<b>First Employer Name:</b>	
<b>Address of Employer:</b>	
<b>Position:</b>	
<b># of Years Employed</b>	
<b>Gross Income (before Taxes):</b>	\$
	Circle one: Monthly BiWeekly Weekly
<b>Second Employer Name:</b>	
<b>Address of Employer:</b>	
<b>Position:</b>	
<b># of Years Employed</b>	
<b>Gross Income (before Taxes):</b>	\$

	Circle one: Monthly   BiWeekly   Weekly
<b>OTHER INCOME</b>	PLEASE ENTER MONTHLY AMOUNT BELOW
<b>Social Security</b>	\$
<b>Child Support</b>	\$
<b>Unemployment</b>	\$
<b>Welfare</b>	\$
<b>Disability</b>	\$
<b>Pension</b>	\$
<b>Interest/Stocks/Bonds</b>	\$
<b>Other (Explain)</b>	\$

**Please list all** checking and savings accounts including CDs, Money Market Funds, Mutual Funds, stocks and bonds, and other assets held by financial institutions:

Name and Address of Financial Institution	Account Number	Current Value	Annual Income

**ACKNOWLEDGMENT:**

This is to certify that all statements made in my application are true to the best of my knowledge. I understand that failure to report all income on all household members can result in the denial to participate in the rehabilitation program.

***These provisions are in accordance with the Policy and Procedural Manual adopted for this program by Cinnaminson.***

X

\_\_\_\_\_  
Homeowner  
Signature

\_\_\_\_\_  
Date

X

\_\_\_\_\_  
Co-Owner  
Signature

\_\_\_\_\_  
Date

**The FOLLOWING ITEMS MUST BE RETURNED WITH THIS APPLICATION, enter an X in the space provided or place N/A in the space provided as it pertains to your household.**

- \_\_\_\_\_ COPY OF THE RECORDED DEED -ALL PAGES
- \_\_\_\_\_ COPY OF HOMEOWNER'S CURRENT INSURANCE (DECLARATION PAGE)
- \_\_\_\_\_ MOST RECENT TAX RETURN, ALL PAGES AND SCHEDULES, 1040, 1040A, EZ, NO W-2 PLEASE
- \_\_\_\_\_ MOST RECENT PAY STUBS, FOR ALL HOUSEHOLD MEMBERS WORKING, 4 CONSECUTIVE WEEK/1 MONTH
- \_\_\_\_\_ REAL ESTATE TAX BILL
- \_\_\_\_\_ SOCIAL SECURITY AWARD LETTER, ALIMONY, OR CHILD SUPPORT DECREE
- \_\_\_\_\_ PENSION AWARD LETTER, WELFARE AWARD LETTER, DISABILITY AWARD LETTER
- \_\_\_\_\_ BANK STATEMENTS SHOWING INTEREST, STOCKS, BONDS, ETC.
- \_\_\_\_\_ FLOOD INSURANCE WHERE APPLICABLE

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**OFFICE USE ONLY:**

Employment Income:	_____	Other Income:	_____	Total Household Income:	_____
# in Household:	_____	% of Median:	_____	Approved Date:	_____

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**RETURN COMPLETED FORM TO:**

**TRIAD ASSOCIATES**

**Beth Mingey, Associate**

**[bmingey@triadincorporated.com](mailto:bmingey@triadincorporated.com)**

**1301 W. Forest Grove Road**

**Vineland, NJ 08360**

**or FAX this application to (609) 690-5622**

### **Exhibit 3: Security Deposit Program Documents**



**CINNAMINSON AFFORDABILITY ASSISTANCE PROGRAM**

DATE:

REQUEST FOR A LOAN FOR SECURITY DEPOSIT ASSISTANCE

**Please be advised that I herewith submit a request for a Loan from the above program and I hereby certify that I do not have the required funds available:**

<b>Print Name:</b>	
<b>Present address:</b>	
<b>Address of unit to be rented:</b>	
<b>Monthly rent:</b>	\$
<b>Security Deposit Required:</b>	\$
<b>Funds requested:</b>	\$
<b>Payable to: (Landlord)</b>	

**Copy of "CERTIFICATION OF ELIGIBLE HOUSEHOLD" ATTACHED: Dated: \_\_\_\_\_**

**REPAYMENT METHOD:** The security deposit assistance will be in the form of a cash loan equal to the security deposit amount determined by the landlord paid to the landlord on behalf of the tenant. At the termination of the lease, the landlord will return the portion of the security deposit it determines to Cinnaminson along with the interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord. **Repayments shall be delivered to: Cinnaminson, Attention: TREASURER, 1621 Riverton Road, , Cinnaminson, NJ 08077.**

**I hereby certify that I am unable to provide these funds required and the loan of these funds will assist me in obtaining an affordable housing unit. These statements are true and correct, to the best of my knowledge.**

\_\_\_\_\_  
**Applicant for Loan**

\_\_\_\_\_  
**Date**

APPROVALS (for office use only):

<b>Administrative Agent Signature and Date</b>		
<b>Cinnaminson Signature and Date</b>		
<b>TREASURER Signature and Date</b>		
<b>CHECK #:</b>	<b>AMT:</b>	<b>DATE:</b>



Date:

TO: **Cinnaminson**

FROM: (Landlord for \_\_\_\_\_)

This is to acknowledge receipt of \$\_\_\_\_\_ from Cinnaminson for the Security Deposit for the rental of \_\_\_\_\_. The tenants name is \_\_\_\_\_.  
A copy of the signed lease is attached.

At the termination of the lease, the full amount of the security deposit, along with interest accrued will be returned to Cinnaminson. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord. Repayments shall be delivered to: Cinnaminson, Attention: TREASURER, 1621 Riverton Road, , Cinnaminson, NJ 08077.

APPROVALS:

<b>Landlord Signature and Date</b>		
<b>Administrative Agent Signature and Date</b>		
<b>Cinnaminson Signature and Date</b>		
<b>TREASURER Signature and Date</b>		
<b>CHECK #:</b>	<b>AMT:</b>	<b>DATE:</b>

# AFFORDABLE HOUSING RENTAL PAYMENT LOAN REPAYMENT AFFORDABILITY ASSISTANCE AGREEMENT

---

THIS AGREEMENT is between \_\_\_\_\_, who resides at \_\_\_\_\_, an affordable housing rental unit in the Cinnaminson Township, (hereafter "Renter") and the Township of Cinnaminson, with offices at the \_\_\_\_\_ (hereafter "Township"):

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership, rental and use of the Property as an Affordable Housing unit; and

WHEREAS, the Renter is unable to pay the entire amount of rent of \$\_\_\_\_\_ due on this unit for the month of \_\_\_\_\_, 20\_\_\_\_, and has requested an affordability assistance loan from the Township in the amount of \$\_\_\_\_\_ in order to pay for these costs; and

WHEREAS, the Township is willing to extend a loan to the Renter for use in paying the above referenced fees and costs; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Affordability Assistance Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties as follows:

1. The Township agrees to extend a no interest loan in the amount of \$\_\_\_\_\_ to the Renter for the exclusive use of paying the \_\_\_\_\_, 20\_\_\_\_ rent for \_\_\_\_\_.
2. The loan proceeds shall be paid by the Township directly to \_\_\_\_\_ on behalf of the Renter at the time of execution of this agreement between the Renter and The Township of Cinnaminson.
3. Renter shall repay the loan granted by the Township in ten (10) monthly installments of \$\_\_\_\_\_ per month, payable to the Township on the first day of the month, beginning on \_\_\_\_\_, 20\_\_\_\_. The loan has no prepayment penalty and Renter may prepay the loan at any time.
4. In the event that Renter breaches the terms of this Agreement or any of the Affordable Housing statutes, ordinances, rules and regulations, the Township shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce this Agreement and the Affordable Housing statutes, ordinances, rules and regulations. In any such suit or claim filed by the Township, the Township shall be entitled to accelerate the repayment obligation to make the full amount immediately due, plus interest at

the legal rate calculated on the full amount due from the date of this Agreement forward.

- 5. This Agreement shall be construed in accordance with the laws of the State of New Jersey, and the laws of the State of New Jersey will apply to any dispute concerning it. The parties choose the Superior Court of New Jersey with venue in Burlington County as their forum for resolving any dispute concerning this Agreement.
- 6. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
- 7. The parties acknowledge that they did, or had the opportunity to, consult with their own retained attorney before agreeing to these terms and signing this Agreement; that they have, or had the opportunity to, consult with and been represented by counsel prior to agreeing to the terms of this Agreement; that they have carefully read and fully understand all of the provisions of this Agreement; and that they enter into this Agreement voluntarily, understanding all of the rights and obligations contained herein.
- 8. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 9. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have signed and executed this agreement as of the date indicated above.

**TOWNSHIP OF CINNAMINSON**

**Attest:**

\_\_\_\_\_  
Township Clerk

\_\_\_\_\_  
Township Manager

**Attest:**

\_\_\_\_\_

\_\_\_\_\_  
Renter

STATE OF NEW JERSEY:

SS

COUNTY OF BURLINGTON:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (Renter) personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) was the maker of the attached instrument; and,
- (b) voluntarily executed this instrument as his own act.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
STATE OF NEW JERSEY:

SS

COUNTY OF BURLINGTON:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (Township Representative) personally came before me and she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Township Clerk of the Township of Cinnaminson, the municipal corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, who is the Township Manager of the Township of Cinnaminson;
- (c) this document was signed and delivered by the Township of Cinnaminson as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) he/she knows the proper seal of the Township of Cinnaminson which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Township Clerk

\_\_\_\_\_  
Township Manager

**Exhibit 4: Down Payment Assistance Program Documents**

**DOWN PAYMENT ASSISTANCE PROGRAM MENU**

**Down payment assistance program for Cinnaminson**

**ELIGIBLE PARTICIPANTS (check all that apply):**

- A household certified by the Administrative Agent
  
- A household certified by the Administrative Agent who is also a first time homebuyer
  
- A household certified by the Administrative Agent who is also a homebuyer who has not owned a home for \_\_ years
  
- Other (describe) \_\_\_\_\_

**ADDITIONALLY THE MUNICIPALITY REQUIRES (check all that apply) TO BE ELIGIBLE FOR THE DOWN PAYMENT ASSISTANCE PROGRAM:**

- No credit check
  
- A credit rating of \_\_\_\_ or higher for all adults who will appear on the deed
  
- An averaged credit rating of \_\_\_\_ or higher for all adults who will appear on the deed
  
- Other \_\_\_\_\_

**PROGRAM FINANCING**

The municipality requires a note and recorded secondary mortgage in favor of the municipality for any household receiving down payment assistance through this program. The mortgage is subordinate to a first purchase money mortgage.

The terms of the mortgage are in the mortgage note, which is not recorded, the original of which shall be retained by the administrative agent and kept in the unit file.

The Municipality requires that the applicant provide at closing title insurance with the municipality being named as additional insured as to all loan documents and mortgage note for the full amount of the loan.

THE MORTGAGE NOTE TERMS ARE (check one):

- The loan is given as a zero-interest loan payable at time of closing of the affordable housing unit and is secured by a second mortgage and note. The terms of the loan shall be a deferred payment, no-interest, payable at sale or transfer of title

**RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING DOWNPAYMENT ASSISTANCE LOAN  
REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT LOCATED AT**

---

**WHEREAS**, \_\_\_\_\_ owns property located at \_\_\_\_\_, Block No. \_\_\_\_\_, Lot No. \_\_\_\_\_, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit which, among other restrictions, restricts the property owner in financing the property or otherwise encumbering the property by way of mortgage, home equity loan, or other form of financing; and

**WHEREAS**, the property owner has requested a Down payment Assistance Program loan from the Affordable Housing Trust Fund; and

**WHEREAS**, the Township is willing to extend a loan to the property owner toward the payment of Down payment Assistance Loan in the amount of \_\_\_\_\_ in order to allow the owner to purchase a deed restricted affordable unit; and

**WHEREAS**, it is appropriate for the Township to enter into an Agreement with the property owner setting forth the terms of the agreement at this time;

**NOW THEREFORE BE IT RESOLVED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Township Council of Carneys Point, County of Salem, State of New Jersey, that:

1. The Mayor, Manager, Clerk and attorney are hereby authorized to execute a Homeownership Assistance Program Agreement with the owner of an Affordable Housing unit located at \_\_\_\_\_, Block No. \_\_\_\_\_, Lot No. \_\_\_\_\_.
2. A copy of the fully executed Agreement shall be kept on file with the Clerk. The original shall be kept in the unit file by the Administrative Agent.

I do hereby certify that the foregoing is a true copy of a resolution passed by the \_\_\_\_\_ at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Clerk

## DOWN PAYMENT ASSISTANCE PROGRAM REPAYMENT AGREEMENT

---

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is between \_\_\_\_\_(hereafter "Buyer") whose address is \_\_\_\_\_ and \_\_\_Cinnaminson, with offices at 1621 Riverton Road, , Cinnaminson, NJ 08077 (hereafter "*Municipality*");

WHEREAS, Owner is purchasing property located at \_\_\_\_\_, described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, located in the \_\_\_\_\_ development (hereafter "Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Buyer in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the *Municipality* is willing to extend a loan to Buyer towards the down payment on the price of the home in the amount of \_\_\_\_\_ to allow the buyer to procure a First Purchase Money Mortgage; and

WHEREAS, the Buyer will sign a mortgage note and record a mortgage on the Property in the principal amount of \$\_\_\_\_\_; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the parties as follows:

10. Buyer acknowledges that s/he is aware, and herein reaffirms her understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the *Municipality*.
11. Buyer understands at the time of purchase that the restrictions on the Property, which state that s/he cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the maximum restricted mortgage amount and not until prior written approval has been obtained from the Administrative Agent.

12. Buyer acknowledges that the Deed to be signed by the Buyer at closing contains the recorded restrictions that govern the Property, which provide that "Upon the occurrence of a breach of any Covenants by the Buyer, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.."
13. Buyer acknowledges that there will be a tertiary loan placed on the unit recorded after this Down Payment Assistance mortgage, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
14. Buyer acknowledges that the *Municipality*, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Buyer and, if successful, the Municipality can retain all equity in the Property.
15. The Municipality agrees to extend a loan of \$\_\_\_\_\_ to the Buyer for the exclusive use of a down payment on the mortgage.
16. The terms of the loan shall be a deferred payment, no-interest, payable at sale or transfer of title.
17. In the event that Buyer fails to make any and all necessary payments required by the within Agreement or otherwise breaches the terms of this Agreement, the Municipality shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
18. In the event that Buyer fails to make any and all payments when due, the Municipality shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
19. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
20. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
21. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
22. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have signed and executed this agreement as of the date indicated above.

**Attest:**

**Municipality**

---

---

**Attest:**

\_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 2020, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (c) was the maker of the attached instrument; and,
- (d) executed this instrument as his or her own act.

Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) s/he is the Township Clerk of \_\_\_\_\_, the municipal corporation named in this document;

(b) s/he is the attesting witness to the signing of this document by \_\_\_\_\_, \_\_\_\_\_(title)\_\_\_\_\_ of \_\_\_\_\_(municipality)\_\_\_\_\_;

(c) this document was signed and delivered by \_\_\_\_\_(municipality)\_\_\_\_\_ as its voluntary act duly authorized by a proper resolution of the Township (*Council or Committee*);

(d) s/he knows the proper seal of the \_\_\_\_\_ which was affixed to this document; and

(e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, 2020

\_\_\_\_\_

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING CINNAMINSON**

THIS MORTGAGE, made on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_, (the "OWNER") and Cinnaminson (the "Municipality"), in connection with the property described herein (the "PROPERTY");

**Article 1. REPAYMENT MORTGAGE NOTE**

In consideration of value received, the Owner has signed a Down Payment Assistance Program Mortgage Note (the "Note") dated \_\_\_\_\_. The Owner promises to pay to the Municipality amounts due under the Down Payment Assistance Program Mortgage Note, and to abide by all obligations contained therein.

**Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE**

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of \$[insert amount].

**Article 3. PROPERTY DESCRIPTION**

All of the land and improvements thereon located in the municipality of \_\_\_\_\_ in the County of \_\_\_\_\_, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, and known by the street address:

\_\_\_\_\_  
\_\_\_\_\_

**Article 4. RIGHTS GIVEN TO MUNICIPALITY**

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

**Article 5. DEFAULT**

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;

2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

*ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.*

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 12. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 13. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Signature of (Owner)

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss:

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the subscriber \_\_\_\_\_ appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, \_\_\_\_\_ on the date set forth above.

\_\_\_\_\_  
NOTARY PUBLIC

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING CINNAMINSON**

THIS NOTE is dated as of \_\_\_\_\_, \_\_\_\_\_. For value received \_\_\_\_\_ (referred to "Owner") promises to pay to Cinnaminson, which has its principal offices at 1621 Riverton Road, , Cinnaminson, NJ 08077 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

*Article 1. REPAYMENT MORTGAGE*

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Mortgage To Secure Payment of Down Payment Assistance Program Note" (the "MORTGAGE"), dated \_\_\_\_\_, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

*Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS*

*Insert amount and terms of mortgage.*

*Article 3. PROPERTY DESCRIPTION*

All of the land and improvements thereon located in the municipality of \_\_\_\_\_ in the County of \_\_\_\_\_, State of New Jersey, described more specifically as Block No. \_\_\_\_ Lot No.\_\_\_\_, and known by the street address: \_\_\_\_\_.

*Article 4. WAIVER OF FORMAL ACTS*

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. *RESPONSIBILITY UNDER NOTE*

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

*ACKNOWLEDGEMENT*

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST:

By:

Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss.:

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me came \_\_\_\_\_, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

A Notary Public/Attorney of the State of New Jersey

## Exhibit 5: Homeowners Assistance Program Documents

**RESOLUTION AUTHORIZING AN AFFORDABLE HOUSING HOMEOWNERSHIP ASSISTANCE LOAN  
REPAYMENT AGREEMENT WITH THE OWNER OF AN AFFORDABLE HOUSING UNIT LOCATED AT**

\_\_\_\_\_

**WHEREAS,** \_\_\_\_\_ owns property located at \_\_\_\_\_, Block No. \_\_\_\_\_, Lot No. \_\_\_\_\_, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit which, among other restrictions, restricts the property owner in financing the property or otherwise encumbering the property by way of mortgage, home equity loan, or other form of financing; and

**WHEREAS,** the property owner has requested a Homeownership Assistance Program loan from the Affordable Housing Trust Fund; and

**WHEREAS,** the Township is willing to extend a loan to the property owner toward the payment of an arrearage on their (*mortgage, taxes, homeowner fees, special assessments, utility bill or for an emergency repair*) in the amount of \_\_\_\_\_ in order to allow the owner to retain financial stability; and

**WHEREAS,** it is appropriate for the Township to enter into an Agreement with the property owner setting forth the terms of the agreement at this time;

**NOW THEREFORE BE IT RESOLVED** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Township Council of Cinnaminson, County of Burlington, State of New Jersey, that:

1. The Mayor, Manager, Clerk and attorney are hereby authorized to execute a Homeownership Assistance Program Agreement with the owner of an Affordable Housing unit located at \_\_\_\_\_, Block No. \_\_\_\_\_, Lot No. \_\_\_\_\_.
2. A copy of the fully executed Agreement shall be kept on file with the Clerk. The original shall be kept in the unit file by the Administrative Agent.
- 3.

I do hereby certify that the foregoing is a true copy of a resolution passed by the \_\_\_\_\_ at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Clerk

# HOMEOWNERSHIP ASSISTANCE PROGRAM REPAYMENT AGREEMENT

---

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is between \_\_\_\_\_ (hereafter "Owner") whose address is \_\_\_\_\_ and Cinnaminson Township, with offices at \_\_\_\_\_ (hereafter, *Township*):

WHEREAS, Owner owns property located at \_\_\_\_\_, described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, located in the \_\_\_\_\_ development (hereafter "Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit which, among other restrictions, restricts the Owner in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the Township is willing to extend a loan to Owner towards the payment of an arrearage on their (*mortgage, taxes, homeowner fees, special assessments or utility bill or emergency repair*) in the amount of \_\_\_\_\_ to allow the buyer to retain financial stability; and

WHEREAS, the Owner will sign a mortgage note and record a mortgage on the Property in the principal amount of \$\_\_\_\_\_; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Affordable Housing Loan Repayment Agreement (hereinafter "Agreement");

NOW THEREFORE IT IS AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the parties as follows:

1. Owner acknowledges that s/he is aware, and herein reaffirms her understanding, that the Property is and will continue to be governed by the Affordable Housing rules, regulations and restrictions because it is an Affordable Housing unit under the control of the Township.
2. Owner acknowledges that the Deed signed by the Owner at closing contains the recorded restrictions that govern the Property, which provide that "Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity

including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.”

3. Owner acknowledges that this Homeownership Assistance mortgage will be a tertiary loan placed on the unit after the recapture loan, which applies the affordability control deed restriction pursuant to the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 *et seq.*).
4. Owner acknowledges that the Township, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of the deed restrictions pertaining to the Property by the Owner and, if successful, the Township can retain all equity in the Property.
5. The *Township* agrees to extend a loan of \$\_\_\_\_\_ to the Owner for the exclusive use of paying off an arrearage on the property.
6. *Enter the terms of the loan, no-interest, payable upon change in title.*
7. In the event that Owner fails to make any and all necessary payments required by the within Agreement or otherwise breaches the terms of this Agreement, the Township shall have the right to immediately file a lawsuit, or pursue any other rights that it may have, to remedy the breach and otherwise enforce the Affordable Housing statutes, ordinances, rules and regulations.
8. In the event that Owner fails to make any and all payments when due, the Township shall be entitled to accelerate the repayment obligation to make the full amount immediately due (plus interest, if applicable).
9. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
10. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
11. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
12. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have signed and executed this agreement as of the date indicated above.

**Municipality**

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

**Attest:**

\_\_\_\_\_

\_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.

Signed and sworn to before me

On \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_:

I CERTIFY that on \_\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) s/he is the Township Clerk of Cinnaminson, the municipal corporation named in this document;
- (b) s/he is the attesting witness to the signing of this document by \_\_\_\_\_, \_\_\_\_\_(title)\_\_\_\_\_ of \_\_\_\_\_(municipality)\_\_\_\_\_;
- (c) this document was signed and delivered by \_\_\_\_\_(municipality)\_\_\_\_\_ as its voluntary act duly authorized by a proper resolution of the Township (*Council or Committee*);
- (d) s/he knows the proper seal of the \_\_\_\_\_ which was affixed to this document; and
- (e) s/he signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_

# FORM OF MORTGAGE SECURING PAYMENT OF HOMEOWNERSHIP ASSISTANCE PROGRAM NOTE

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Township of Cinnaminson

<p><b>DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING</b></p>
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THIS MORTGAGE, made on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between \_\_\_\_\_, (the "OWNER") and Cinnaminson Township (the "Municipality"), in connection with the property described herein (the "PROPERTY");

**Article 1. REPAYMENT MORTGAGE NOTE**

In consideration of value received, the Owner has signed a Homeownership Assistance Program Mortgage Note (the "Note") dated \_\_\_\_\_. The Owner promises to pay to the Municipality amounts due under the Homeownership Assistance Program Mortgage Note, and to abide by all obligations contained therein.

**Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE**

This Mortgage is given to the Municipality as security for the payment required to be paid as described in the Mortgage Note, the sum of \$[insert amount].

**Article 3. PROPERTY DESCRIPTION**

All of the land and improvements thereon located in the municipality of Cinnaminson Township in the County of Burlington, State of New Jersey (hereinafter the "Property"), described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, and known by the street address:

\_\_\_\_\_  
\_\_\_\_\_

**Article 4. RIGHTS GIVEN TO MUNICIPALITY**

The Owner gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5.                   DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1.     The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2.     The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3.     The Owner fails to make any payment required by the Note;
4.     The holder of any lien on the Property starts foreclosure proceedings; or
5.     Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6.                   MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7.                   NOTICES

*ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.*

Article 8.                   NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9.                   EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10.                  SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount

less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq.

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT

The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Signature of (Owner)

\_\_\_\_\_  
Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss:

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the subscriber \_\_\_\_\_ appeared personally before me *(If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons)* and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, \_\_\_\_\_ on the date set forth above.

\_\_\_\_\_  
NOTARY PUBLIC

**FORM OF RECAPTURE MORTGAGE NOTE FOR  
HOMEOWNERSHIP ASSISTANCE PROGRAM**

Township of Cinnaminson

<b>DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH RESTRICTIONS ON RESALE AND REFINANCING</b>
--

THIS NOTE is dated as of \_\_\_\_\_, \_\_\_\_\_. For value received \_\_\_\_\_ (referred to "Owner") promises to pay to [NAME OF MUNICIPALITY], which has its principal offices at [ADDRESS OF MUNICIPAL OFFICES] (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

**Article 1. REPAYMENT MORTGAGE**

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Mortgage To Secure Payment of Homeownership Assistance Program Note" (the "MORTGAGE"), dated \_\_\_\_\_, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.

**Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS**

*Insert amount and terms of mortgage.*

**Article 3. PROPERTY DESCRIPTION**

All of the land and improvements thereon located in the municipality of \_\_\_\_\_ in the County of \_\_\_\_\_, State of New Jersey, described more specifically as Block No. \_\_\_\_ Lot No. \_\_\_\_, and known by the street address: \_\_\_\_\_.

**Article 4. WAIVER OF FORMAL ACTS**

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

**Article 5. RESPONSIBILITY UNDER NOTE**

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

**ACKNOWLEDGEMENT**

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated:

ATTEST:

By:

Signature (Owner)

Signature (Co-Owner)

STATE OF NEW JERSEY )

) ss.:

COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me came \_\_\_\_\_, who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

A Notary Public/Attorney of the State of New Jersey