

PROPERTY / DEVELOPMENT NAME: _____

PROPERTY ADDRESS: _____

NAME OF APPLICANT: _____

AFFORDABLE HOUSING APPLICATION

Read this application carefully and return it with the required documentation. We reserve the right to disqualify applicants who do not submit ALL of the documentation requested in this application packet. Please complete, sign and return this application AND the required documentation to:



Monroe Twp. ATTN: Affordable Housing, 1 Municipal Plz. Monroe Twp., NJ 08831.

Federal law prohibits discrimination against any person making application to buy or rent a home with regard to age, race, religion, national origin, sex, handicapped or familial status. State law prohibits discrimination on the basis of race, creed, color, national origin, ancestry, nationality, marital or domestic partnership or civil union status, familial status, sex, gender identity or expression, affectional or sexual orientation, disability, source of lawful income or source of lawful rent payment (including Section 8). The affordable housing must be the intended primary residence of the applicant. All household members who intend to reside at the affordable home must be listed in the application. If changes in household composition occur during the application process, the applicant is required to notify Piazza & Associates, Inc. immediately. Applications may be withdrawn if the household composition or sources of income changes after the submission of this application. Applications must be truthful, complete and accurate. Any false statement makes the application null and void, and subjects the applicant to penalties imposed by law. **Income Verification:** The affordable homes are provided as a service to low- and moderate- income households. Occupancy is regulated by certain municipal and state statutes that require us to verify the income of every applicant. Your cooperation is appreciated.

Identification. Please include a photocopy of identification for every person who will reside in the affordable home. Typically, a birth certificate, drivers license or passport will be sufficient. **Verification of Income.** Every applicant must submit a copy of each of the most recent three (3) years of signed state and federal tax returns (1040). Please include all accompanying documents such as W2 form(s), 1099's etc. If the applicant has not filed a return in any of the three (3) previous years, he / she must submit a notarized letter of explanation. Every applicant must submit the six (6) most recent statements from every Checking account and three (3) statements from every other bank and financial account (including, Savings, CD's, Money Market Accounts, etc.) to which the applicant is a depositor or signatory. **All sources of income must be verified.** Acceptable forms of verification include... **Salary:** Four (4) most recent pay statement (stubs). **Social Security:** A letter from the Social Security Administration. **Public Assistance:** A letter from the appropriate agency which details the amount and frequency of the benefit. **Alimony and Child Support:** The separation or divorce agreement which details the amount and frequency of child support or alimony received by the applicant. **Pension Plan, IRA, Annuity** and/or other retirement account, plan or service under which the applicant receives an income or financial distribution: The most recent statement for each which clearly indicates the amount and frequency of the distribution. In lieu of a statement, a letter of verification from the appropriate authority will be considered. **Savings Bonds:** A copy of all bonds held by the applicant(s). **Stocks, Bonds, Treasury Bills and Notes or other financial instruments** which are owned in whole or in part by the applicant: The most recent statement which verifies the value of the assets and current dividends (if any). If these are not available, a notarized letter from a Certified Public Accountant or attorney who has access to these records will be considered. **Real Estate:** If the real estate is the current residence of the applicant, and if the applicant intends to sell the real estate, submit one of the following: a certified appraisal, a contract with a real estate broker which sets forth the price of the property, or a signed contract for the sale of the property. If there is a mortgage, a statement from the mortgage company or bank which clearly indicates the principal balance of the mortgage(s) must be submitted. If other real estate is owned, in whole or in part by the applicant, and that parcel or parcels of real estate generate(s) income, verification of income must be supplied. In addition, verification of mortgage payments, property taxes and insurance should be submitted. **Business Income:** Equals the sum of gross revenue less expenses (prior to taxes). Important: Answer all questions. Please answer "none" in the sections which ask for information about income that you do not have. Enter "n/a" if a question does not apply to you. If you have any questions, or are in need of further information, please call us: (609) 786-1100, or contact us by e-mail at Info@HousingQuest.com.

Application services provided by Piazza & Associates, Inc., an affordable housing services corporation. This is an Equal Housing Opportunity. All housing is subject to applicable affordable housing regulations and availability. The terms and conditions of this affordable housing opportunity are subject to change without notice. We can not guarantee that an affordable home will be available to you. All homes meet certain criteria for "affordable housing," but the sales prices and rental rates are not adjusted to meet any specific household income or financial situation. Therefore, we can not and do not represent that these homes will be affordable to any individual applicant.

DO NOT FAX. WE CAN NOT ACCEPT A FACSIMILE OF YOUR FINAL APPLICATION! DO NOT FAX.

PLEASE CALL US IF YOU NEED CLARIFICATION OR FURTHER INSTRUCTIONS: (609) 786-1100.

A. Head of Household Information (Please verify the information below and make corrections if necessary.)

1. Last Name: _____	5. Soc. Sec. No: _____
2. First Name: _____	6. Home Phone: _____
3. Home Address: _____	7. Work Phone: _____
4. City/State/ Zip: _____	8. County: _____
	9. Email: _____

B. Household Composition (Every person who will occupy the affordable home must be listed.)

Name (First and Last)	Relation To	Date of Birth	Sex	Social Security Number
#1				
#2				
#3				
#4				
#5				
#6				

C. Current Situation

1. Do you currently: ___ Rent ___ Own ___ Other

2. How long at the address above? _____ Years

3. What was your previous address?

City: _____

State: ___ Zip Code: _____

4. What is your monthly rent or mortgage payment?

\$ _____

5. If you currently own your home, what is the value of this home?

\$ _____

6. What is the Principal Balance of your mortgage?

\$ _____

D. References

If you rent, please check "Landlord" and list the name and address of your landlord below. **If you own** your home, please check "Mortgage Co." and list the name and address of the mortgage company and account number below.

1. Name of ___ Landlord or ___ Mortgage Co.: _____

2. Address: _____

3. City, State and Zip Code: _____

4. Telephone Number: _____ 5. Mortgage Account No.: _____

If you own your home, please attach documentation verifying the value of the home and mortgage principal amount.

G. Assets: Financial Institutions (Checking Account, Savings Accounts, Certificates of Deposit, Money Market Funds, Mutual Funds or other assets held by financial institutions. Provide documentation. Refer to Instructions.)

Type of Asset or Account	Financial Institution	Account Number	Current Market Value of Asset	Interest Rate	Annual Income
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$
			\$	%	\$

H. Assets: Directly Held (Stocks, Bonds, Income-Producing Real Estate, Business or other directly held assets. Provide documentation. To determine the Annual Income from Real Estate or Business, refer to the Instructions.)

Type of Asset	Name of Asset	Number of Shares	Current Market Value	Annual Income
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

I. Marital Status: Married; Single; Divorced; Widowed; Legally Separated

J. Additional Information (Please include any information which will assist us in serving you such as special needs, accessibility requirements, etc.) _____

Applicant's Certification and Authorization: The undersigned hereby states that all the information provided in connection with this Affordable Housing Application is true and complete. I/We am/are aware that, if any statements made by me/us are willingly false, the application is null and void, and I/we may be subject to penalties imposed by law. Piazza & Associates, Inc. or its agents are hereby authorized to contact references to verify the information provided in these applications, and to make other inquiries regarding income, assets, credit status, employment, and residency history for the purpose of determining my/our eligibility for this affordable housing program. Further, I/we understand that there is no obligation at this time on my/our part to enter into a sales or rental agreement if the application is approved. **Void if not signed by all Applicants 18 years of age and over.**

Signed: _____ Signed: _____

APPLICANT QUESTIONNAIRE

This questionnaire must be filled out and signed by all applicants over the age of 17.

Applicant/Tenant Name: _____

Applicant/Tenant: Please check "yes" or "no" for each line

Yes	No	Check "Yes" if the answer applies to one or more applicants.
_____	_____	I am entitled to file a tax return.....
_____	_____	To request tax transcripts call IRS- (800)-829-1040
_____	_____	I am currently a student (check one) FT_____ PT_____
_____	_____	I am presently employed and receive wages/tips/commissions..
_____	_____	I am presently employed at more than one job (NOT self employed)
_____	_____	I receive tips (federal minimum calculation may be applied)
_____	_____	I am self employed.....
_____	_____	I own a business.....
_____	_____	I currently am on leave of absence from work.....
_____	_____	I currently receive unemployment benefits.....
_____	_____	I have a savings account.....
_____	_____	I have a checking account.....
_____	_____	I have a money market account.....
_____	_____	I own a certificate of deposit (CD).....
_____	_____	I own stocks/bonds. (NOT held in a retirement plan).....
_____	_____	I own real estate or I am in the process of selling real estate.....
_____	_____	I have sold or gifted property or other assets in the past 2 years
_____	_____	I have an IRA. (NOT yet receiving income).....
_____	_____	I have a pension plan at work (NOT yet receiving income).....
_____	_____	I receive Social Security Income.....
_____	_____	I receive income from a pension/annuity/retirement fund.....
_____	_____	I receive money periodically from my family, church, friends, etc.
_____	_____	I am entitled to receive child support.....
_____	_____	I am currently paying child support.....
_____	_____	I am entitled to receive alimony.....
_____	_____	I am currently paying alimony.....
_____	_____	I receive AFDC/TANF.....
_____	_____	I receive assistance from a Public Housing Authority.....
_____	_____	I receive Supplemental Social Security (SSI).....
_____	_____	I receive Workman's Compensation.....
_____	_____	I have a Trust Fund.....
_____	_____	Valid form of ID for every household member is required!

& DOCUMENT CHECKLIST

Rev. 11/24/06

IMPORTANT

If you answer yes, you must submit
a COPY of all of the required documents!

(✓) Place check mark if enclosed!

_____	3 most recent federal & state tax returns
_____	... with all attachments (w-2 forms, etc.)
_____	Current transcript or letter from school
_____	4 most recent pay statements...
_____	...for every job held by everyone over 17.
_____	payroll verification or self-affidavit
_____	Schedule "C" and tax returns
_____	Current Profit and Loss statements
_____	Letter from employer to verify status
_____	6 most recent statements from agency
_____	3 most recent statements from each acct
_____	6 most recent statements from each acct
_____	3 most recent statements from each acct
_____	3 most recent statements from each acct
_____	3 most recent statements from each acct
_____	Market value and mortgage statements
_____	What was sold, the value and sale price
_____	3 most recent statements from each acct
_____	3 most recent statements from each acct
_____	Most recent benefit letter from SS Admin
_____	3 most recent statements from each acct
_____	Letter detailing the amount & frequency
_____	3 most recent statements from any source
_____	Proof of last 6 payments
_____	3 most recent statements from source
_____	Proof of last 6 payments
_____	Most recent benefits letter
_____	Most recent benefits letter
_____	Most recent benefits letter
_____	3 most recent statements from source
_____	3 most recent statements from source
_____	birth cert., driver's license or passport

Signature	Date:	Signature	Date:
Signature	Date:	Signature	Date:

Attached is a copy of the sample agreement that you will be signing if your application is approved by the Affordable Housing Board. The terms and restrictions are all encompassed within the agreement. If you should have any questions please do not hesitate to contact the Monroe Twp. Affordable Housing Office at 732-521-4400 ext. 166.

**TOWNSHIP OF MONROE
REHABILITATED AFFORDABLE HOUSING AGREEMENT**

AGREEMENT dated this _____ day of _____, _____ among;

1. The Township of Monroe, Middlesex County, New Jersey (hereafter "Township");
2. _____ owner of the property to be rehabilitated, located at _____ in Block _____, Lot(s) _____ in Monroe Township, Middlesex County, New Jersey (hereafter "Owner").

WHEREAS, municipalities within the State of New Jersey are required by the Fair Housing Act (P.L. 1985, c. 222; N.J.S.A. 52:27D-301 et. seq.), hereafter "ACT", to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the ACT;

WHEREAS, the ACT requires that municipalities ensure that such designated rehabilitated housing remains affordable to low and moderate income households for a minimum period of at least 10 years;

WHEREAS, the Township adopted its Housing Element and Fair Share Plan to comply fully with the ACT and Mount Laurel II and the New Jersey Council on Affordable Housing (COAH) granted Substantive Certification to the Township for this Housing Element.

PREPARED BY: _____
TANYA PANNUCCI, AFFORDABLE HOUSING COORDINATOR

WHEREAS, the Township adopted its Affordable Housing Ordinances, hereafter “Ordinance”, attached hereto as Schedule A, Chapter 131 of the Code of the Township of Monroe, on December 5, 1988, and this Ordinance provides in Section 131-8 for “Controls on Affordability” for 10 years for owner-occupied rehabilitated units and ten years for renter-occupied rehabilitated units; Section 131-3 established the Monroe Township Affordable Housing Board, hereafter “Board”;

WHEREAS, the Owner is an eligible low or moderate income household and has voluntarily participated in the Township’s Housing Rehabilitation Program;

WHEREAS, the purpose of this AGREEMENT is to ensure that the rehabilitated affordable housing unit(s) remain(s) affordable to low and moderate income-eligible households for ten years for owner-occupied units and ten years for renter-occupied units after the completion of rehabilitation.;

WHEREAS, it is the intent of this AGREEMENT to ensure that the affordability controls herein are recorded so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this AGREEMENT, the Owner of the described premises agrees to restrict the sale or rental of the housing unit(s) to low and moderate income-eligible households at a maximum resale price or rent as specified by the Ordinance for the specified term of restrictions.

NOW, THEREFORE, the parties hereto agree to be bound by this AGREEMENT as follows:

I. PROPERTY DESCRIPTION

This AGREEMENT applies to the Owner's interest in the real property commonly known as:

BLOCK: _____ **LOT:** _____ **QUALIFIER:** _____

ADDRESS: _____
Monroe Twp., NJ 08831

NUMBER OF DWELLING UNITS: () ONE; () TWO; OR () THREE-FOUR

NUMBER OF OWNER-OCCUPIED UNITS: () NONE; () ONE

NUMBER OF RENTER-OCCUPIED UNITS: () ONE; () TWO; OR () THREE-FOUR

II. TERMS OF RESTRICTIONS

A. The terms, restrictions and covenants of this AGREEMENT shall begin on the date of the certification by the Owner and the Monroe Township Affordable Housing Board that the housing rehabilitation work has been properly completed. The Owner and the Monroe Township Affordable Housing Board hereby agree that the rehabilitation work was completed on _____.

B. The terms, restrictions and covenants of this AGREEMENT shall terminate upon the occurrence of any of the following:

1. At the first non-exempt sale after ten years from the beginning date established under Paragraph A above for exclusively owner-occupied housing, or after ten years from the beginning date established under Paragraph A above if the property described in Section I. – PROPERTY DESCRIPTION includes any renter-occupied units; or

2. The terms, restrictions and covenants of this AGREEMENT shall automatically expire ten (10) years from the date that the housing rehabilitation work was completed. Therefore, this AGREEMENT shall terminate on _____, and thereafter shall be null and void. After the termination date noted herein, the rehabilitated affordable housing unit shall be released from the restrictions of this AGREEMENT.

C. In the event that this AGREEMENT shall be terminated before the end of the ten (10) year lien period with the knowledge and consent of the Monroe Township Affordable Housing Board, which consent shall not be unreasonably withheld, and the lien has been satisfied the Township of Monroe shall execute a document in recordable form evidencing that the rehabilitated affordable housing unit has been released from the restrictions of this AGREEMENT.

The schedule of repayment of the Rehabilitated Affordable Housing Lien when terminated prior to the end of the required ten (10) year lien period shall be:

- a. Up to six (6) years – full payment
- b. Six (6) years and 1 day up to eight (8) years – seventy-five (75%) percent payment.
- c. Eight (8) years and 1 day up to ten (10) years – fifty (50%) percent payment.

III. RESTRICTIONS

A. The Owner shall not sell the rehabilitated affordable housing unit(s) at a resale price greater than would be affordable to a low or moderate income household, as

determined by the Board using the definitions and pricing standards of the Ordinance.

- B. The Owner shall not sell the rehabilitated affordable housing unit(s) to anyone other than an income-eligible low or moderate income household qualified by the Board.
- C. The Owner shall notify the Board in writing by certified mail no less than 90 days prior to any proposed sale of intent to sell. The Owner shall not execute any purchase agreement, convey title or otherwise deliver possession of the rehabilitated affordable housing unit(s) without prior written approval of the Board.
- D. The rehabilitated owner-occupied affordable housing unit shall at all times remain the primary residence of the Owner. The Owner of an owner-occupied affordable housing unit shall not rent any affordable housing unit(s) to any party, whether or not that party qualifies as a low or moderate income household, without the prior written approval of the Board.
- E. The Owner of a renter-occupied rehabilitated affordable housing unit(s) shall not rent the rehabilitated affordable housing unit(s) at a rent greater than would be affordable to a low or moderate income household, as determined by the Board using the definitions and standards of the Ordinance.
- F. After completion of the rehabilitation, all home improvements made to the affordable housing unit shall be at the Owner's expense, except that expenditures for any alteration that allows a unit to be resold to a larger household size because of increased capacity for occupancy shall be considered for recalculation of the

value of the unit upon resale. The Owner must obtain prior written approval from the Board to qualify for this recalculation.

G. The Owner shall keep the rehabilitated affordable housing unit in good repair, and shall be solely responsible for maintenance thereof.

H. The Owner of the rehabilitated affordable housing unit shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

IV. RECORDING THIS AGREEMENT

This AGREEMENT shall be recorded as a MORTGAGE by the Township with the recording office of Middlesex County upon certification of the Owner and the Monroe Township Affordable Housing Board that the work under the Affordable Housing Rehabilitation Contract for the Owner's property has been completed, which certification shall not be unreasonably withheld by the Owner.

V. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Contracts to Purchase from the Owner to any income-eligible purchaser qualified by the Board shall include the following clause in a conspicuous place, if sold during the lien period:

“The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the REHABILITATED AFFORDABLE HOUSING AGREEMENT dated

_____, which was filed in the Office of the Clerk of Middlesex County in Mortgage Book _____,

at page _____ on _____, and is also on file with the Monroe Township Affordable Housing Board.”

VI. COVENANTS RUNNING WITH THE LAND

The provisions of the AGREEMENT shall constitute covenants running with the land with respect to each rehabilitated affordable housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this agreement as set forth herein.

VII. VIOLATIONS, DEFAULTS AND REMEDIES

In the event of a threatened breach of any kind of the terms of this AGREEMENT by the Owner, the Township and Board shall have all remedies provided at law or equity, including the right to seek injunctive relief of specific performance, it being recognized by both parties to this AGREEMENT that a breach will cause irreparable harm to the Township, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of this AGREEMENT by an Owner, the Township and Board shall have all remedies provided at law or equity, including but not limited to specific performance, foreclosure and recoupment of any funds for a sale in violation of this AGREEMENT.

VIII. RIGHT TO ASSIGN

The Township and board may assign from time to time its rights and delegate its obligations hereunder without consent of the Owner. Upon such assignment, the Township, Board and/or its successors or assigns, shall provide written notice to the Owner.

IX. FORECLOSURE

A. This AGREEMENT shall not be terminated in the event of a Judgment of Foreclosure on the property.

B. The terms and restrictions of this AGREEMENT shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as remedies available to it in the event of any default of such mortgage as remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing Unit from the provisions and restrictions of this Agreement.

X. INTERPRETATION OF THIS AGREEMENT

The terms of this AGREEMENT shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this AGREEMENT and to ensure, to the greatest extent possible, that designated Affordable Housing units remain affordable to low and moderate income-eligible households.

XI. NOTICES

All notices required herein shall be sent certified mail, return receipt requested as follows:

To the Owner:

At the address of the property stated in Section I. PROPERTY DESCRIPTION, if the property is entirely renter-occupied, then to the Owner at the address stated below:

Name:

Address:

Town:

State:

Zip:

To the Board:

At the address stated below:

Monroe Township Affordable Housing Board
Monroe Municipal Complex
1 Municipal Plaza
Monroe Township, NJ 08831

XII. SUPERIORITY OF AGREEMENT

Owner warrants that no other agreements with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed and that, in any event, the requirements of this AGREEMENT are paramount and controlling as to the rights and obligations between and among the Owner, the Board and their respective successors.

XIII. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition covenant or restriction hereof, is at the time of the recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability to validate the provisions of this instrument which might otherwise be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect described as full as if they had been in effect at the time of the execution of this instrument.

XIV. CONTROLLING LAW

The terms of this AGREEMENT shall be interpreted under the laws of the State of New Jersey.

XV. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify for a grant from the Township for the rehabilitation of the housing unit(s) described in Section I. – PROPERTY DESCRIPTION is true and correct as of the date of the signing of this AGREEMENT.

XVI. AGREEMENT

The Owner and the Township hereby agree that the housing unit(s) described herein shall be occupied and sold in accordance with the provisions of this AGREEMENT. Neither the Owner nor the Township shall amend or alter the provisions of this AGREEMENT without first obtaining the approval of the other party. Such approved amendments or modifications of the AGREEMENT shall be in writing and shall

contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk of Middlesex County.

DATED: _____

BY: _____
Signature:

BY: _____
Signature (CO-HOMEOWNER)

ATTEST: _____
TANYA PANNUCCI
AFFORDABLE HOUSING COORDINATOR

DATED: _____

BY: _____
MAYOR STEPHEN M. DALINA
MAYOR OF MONROE TOWNSHIP

ATTEST: _____
CLERK OF MONROE TOWNSHIP

