
DUKES COUNTY REGIONAL HOUSING AUTHORITY

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Information Packet**221 Greenwood Ave, Tisbury, a Community Home Ownership Opportunity**
developed by the **Island Housing Trust**
and offered by the **DCRHA** as Lottery Agent

This packet contains specific information on the application process for six two-bedroom townhouses being developed by the Island Housing Trust with funding assistance through the Community Preservation Act processes of the Towns of Tisbury, West Tisbury, and Oak Bluffs. Two of the townhouses are offered to households earning 80% or less of the local area median income (Affordable) and four are offered to households earning between 80% and 100% of local area median income (Community). The townhouses are scheduled to be sold by the Island Housing Trust in April 2020.

Applications are available at the Dukes County Regional Housing Authority, on the Island Housing Trust website (<http://www.ihmv.org/>), and by phone request (508-693-4419), or by mail request to the DCRHA, P.O. Box 4538, Vineyard Haven MA 02568. The Greenwood Ave application can also be submitted by mail. Postmarked applications received after the closing dates will not be considered for entry into the lottery.

Please review the enclosed information for eligibility requirements, selection categories, and lottery process for this affordable & community homeownership opportunity.

Site Visit & Homebuyer Information Meeting

Thursday, January 23, 2020, 4:00 pm 221 Greenwood Ave & 5:30 pm Tisbury Senior Center

Fully Completed Applications Due by 5:00 pm, Friday February 14, 2020

Application is the first step in a two-phase verification process that does not assure any applicant ownership of a townhouse.



Dukes County Regional Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, marital status, veteran status, public assistance, disability, genetic information, gender identity or any other class protected by state, federal or local law, in the access or admission to its housing program(s), or employment, or any other of its programs, activities, functions or services. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

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OVERVIEW, SALES PRICES AND INCOME LIMITS

This Information Packet details the process specific to the sale of six two-bedroom townhouses by the Island Housing Trust at 221 Greenwood Ave, Tisbury.

Selection of prospective homeowners will be made through a two-stage lottery and verification process. First, application materials will be used by DCRHA as lottery agent to place applicants in appropriate income and preference pools. Secondly, in the order of lottery draws, applicants will have application income and asset materials reviewed for final qualification before being offered the opportunity to purchase. Alternate purchasers will be listed in order of each draw and potentially offered the opportunity to purchase as final review, Island Housing Trust offer, and applicant decision proceeds.

Two townhouses will be sold for **\$240,000.00** to income eligible households earning 80% or less of the Dukes County median income (Affordable): **\$54,350**, 1-person household; **\$62,100**, 2-person household; **\$69,850**, 3-person household; **\$77,600**, 4-person household

Four townhouses will be sold for **\$320,000.00** to income eligible households earning 100% or less of the Dukes County median income (Community): **\$68,810**, 1-person household; **\$78,640**, 2-person household; **\$88,470**, 3-person household; **\$98,300**, 4-person household

These homes will have a long-term affordability restriction placed at the time of purchase in the form of a Ground Lease through the Island Housing Trust. The Ground Lease limits the future sale price for the townhouse and requires that it be resold to another income-qualified homebuyer, thereby ensuring that the townhouse stays affordable. We recommend that prospective homebuyers review the Ground Lease with their attorney to fully understand the terms and conditions. For more information on the Ground Lease and resale restrictions please see the Ground Lease Summary attached to the back of this packet or refer to the Island Housing Trust's website at www.ihmv.org

GENERAL ELIGIBILITY REQUIREMENTS

Q: Who is eligible to apply for these townhouses?

A: To qualify for the Greenwood Ave offer, households must be able to meet each of the four following criteria:

- 1.) Everyone in the household must qualify as a first-time homebuyer (see pg. 4).
- 2.) The entire household's income and assets must be below the maximum allowable income and asset limits (see pg. 5 & 6).
- 3.) The household must be pre-approved for a mortgage (see pg. 7).
- 4.) Those individuals and their household members who have a financial interest in the 221 Greenwood Ave development are not eligible for this offer.

Q: Who is a “first-time home buyer”?

A: A person is a “first-time homebuyer” if no person in his or her household has, within the preceding three years, either owned the house they lived in or owned an interest in one or more other houses, such as through joint ownership. Exceptions may be made in the following instances:

1. A displaced homemaker: A displaced homemaker is an individual who is an adult who meets all the following criteria:
 - a) Has not worked full-time, full year in the labor force for a number of years, but has, during such years, worked primarily without remuneration to care for the home and family.
 - b) Owned a home with his/her partner or resided in a home owned by partner.
2. A single parent, where the individual owned a home with his/her partner or resided in a home owned by partner and is a single parent (is unmarried or legally separated from a spouse and either has one (1) or more children of whom they have custody or joint custody or is pregnant).
3. An age-qualified household (in which at least one member is age 55 or over) which is selling a home in order to purchase an affordable unit.
4. A household that owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.
5. A household that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.

Q: What are the income and asset eligibility requirements?

A: To be eligible to purchase a townhouse, annual household income must be within a particular range set by maximum income levels and lender minimums, and household assets not exceeding a set value. All details are on the following pages.

Q: If someone in my household is age 55 or over can I currently own a home?

A: Yes. However, you will not be given the opportunity to purchase a townhouse until your current home is under a Purchase and Sale Agreement. For more information on how much time you will be given to sell your home see pg. 7 and Step 8 in the Step-By-Step Process (pg. 11). For how much equity you can have in your current home, please see the Asset Limits in the following pages.

Q: Can I apply for this lottery as a displaced homemaker or single parent if I currently own a home?

A: Yes. However, you will not be given the opportunity to purchase a townhouse until your current home is under a Purchase and Sale Agreement. For more information on how much time you will be given to sell your home see Step 7 & 8 in the Step-By-Step Process (pg. 12). For how much equity you can have in your current home, please see the Asset Limits in the following pages.

Q: Does my separation or divorce have to be finalized when I apply?

A: Your separation or divorce does not need to be finalized when you apply for the lottery, but proof of legal agreement must be presented before you are given the opportunity to sign a Purchase and Sale Agreement (see Step 7 & 8). The terms specifying the allocation of assets and custody of children must be under agreement so that your income and asset eligibility can be accurately reviewed.

Q: Do I have to be a resident of the Town of Tisbury to apply?

A: No. All qualified applicants will be entered into the lottery.

APPLICANT HOUSEHOLD SIZE

An initial household size priority of two persons is in effect for the lottery of these two-bedroom townhouses. All qualified individual applicants will be entered in subsequent drawings as described in the Lottery Day Procedure (pg. 10).

MAXIMUM INCOME AND ASSET LIMITS

Q: How is a household's income determined?

A: Gross household income includes ALL SOURCES OF INCOME including, but not limited to, gross wages and salaries, Social Security, alimony, child support, overtime pay, bonuses, unemployment, net business income, severance pay, part-time employment, matured bonds, monies to be received in court settlements and imputed interest and dividends on bank accounts and other assets during the most recent 12-month period. There are some exceptions that will not be counted, most notably income from employment of children under the age of 18 years.

It is not up to the household to determine what monies received over the past year should and should not be counted as their calculated income. Therefore, all monies should be listed on the application and the inclusion of these monies in determining a household's eligibility will be based on affordable housing guidelines.

Households must submit their two (2) most recent tax returns, five (5) pay stubs and three (3) most recent bank statements. In addition to assisting with a comprehensive income certification, this information serves to verify that an applicant has not owned a house within the past three years.

Maximum Allowable Income

To be eligible to apply for purchasing a townhouse at 221 Greenwood Ave, Tisbury, the combined gross annual income for all income sources of all income-earning members in the household must be at or below 80% and 100% hundred percent of median income for the local area (Dukes County MSA). The maximum incomes allowed for this offer are:

Two townhouses being sold for \$240,000.00 to income eligible households earning **80%** or less of the Dukes County median income: **\$54,350**, 1-person household; **\$62,100**, 2-person household; **\$69,850**, 3-person household; **\$77,600**, 4-person household

Four townhouses being sold for \$320,000.00 to income eligible households earning **100%** or less of the Dukes County median income: **\$68,810**, 1-person household; **\$78,640**, 2-person household; **\$88,470**, 3-person household; **\$98,300**, 4-person household.

Minimum Income

The 100% Townhouses will allow for minimum incomes just above the 80% figures noted above. Additionally, all households must qualify for a mortgage loan to purchase the townhouses with any applicable income minimums determined by the lender/bank.

Asset Limits

All households shall not have total gross assets exceeding \$100,000 in value.

Household Assets are calculated at the time of application. Any monies you would use as a future down payment on the home will still be counted as assets. Assets may include cash, cash in savings and checking accounts, net cash value of stocks, net cash value of retirement accounts (such as 401k), real property, bonds, and capital investments.

- Q: I cannot withdraw money from my 401k or retirement fund. Do I have to include it when I list my assets?
- A: Yes. Please list for clarity and disclosure purposes as some funds may require discussion and judgement before being included or excluded as asset values for the purposes of this offer. However, specifically dedicated, non-liquid retirement funds will not be counted as an asset against the \$100,000 asset limit.
- Q: Are there eligibility exceptions for households that are barely over the income limit but considerably under the asset limit (or vice versa)?
- A: No. All households must be under both the income limit and the asset limit. Eligibility isn't based on only one or the other.

Age Qualified Households, Displaced Homemaker and Single Parent Exception:

Only households qualifying under the exceptions listed on page 5 may own a home when applying. This home must be sold before they purchase a townhouse. The amount that the household will retain in equity from the sale of the house will be added to their asset total. Their asset total must still be below \$100,000.

Q: If I qualify for the lottery as an age-qualified household or Displaced Homemaker or Single Parent, how much time will I be given to sell the home?

A: Before you can sign a Purchase and Sale Agreement on the new townhouse, your current home must already be under a P&S Agreement. After the lottery, households will be able to estimate how much time they will have before they need to sell their home based on the lottery results and their positions on the Unit Selection Lists (i.e. Households near the top of the lists will need to find a buyer immediately, households lower on the lists will have a few more weeks.) Households will not be allowed to purchase a townhouse until the home is sold. Please see the Step-By-Step Process for more details.

MORTGAGE PRE-APPROVAL STANDARDS

All interested applicants should immediately apply for **mortgage pre-approval** which is *required with the application*. Households can apply with any institutional lender of their choosing but the pre-approval must meet the following standards:

- The loan must have a fixed interest rate through the full term of the mortgage.
- The loan must have a current fair market interest rate.
(No more than 2 percentage points above the current Mass Housing rate*)
- The loan can have no more than two points.
- The buyer must provide a down payment of at least 3% - half of which must come from the buyer's own funds.

*Mass Housing: (617) 854-1000 or www.masshousing.com

We encourage households to apply through local banks & USDA Rural Development where the resale restrictions and guidelines for affordable housing programs are understood. These banks and USDA will likely be aware of additional first-time homebuyer programs, soft-second programs or lower interest USDA 502 Home Ownership loans that may be of great assistance. The following lenders are familiar with the process and the mortgage requirements and should be happy to help you with questions or pre-approvals:

- Patti Young, Martha's Vineyard Savings Bank (508-627-4266)
- Victoria Cervone, Sovereign Bank (774-563-5563)
- Dee Lander, Rockland trust (508-696-0964)
- Tammy King, Cape Cod Five Cents Savings (508 693-9236)
- USDA Rural Development (508 295-5151 ext. 203)

Households will need to present the IHT Lender Criteria and the description of the IHT ground lease attached to this packet to their lender. A summary is included in this packet and a full copy can be obtained from the DCRHA upon request. The Ground Lease is a document that will be signed at the closing. Therefore, it is in all household's best interest to show all lenders the summary of the Ground Lease when applying for a mortgage.

*The attached Island Housing Trust's **Lender Criteria Checklist** must be completed and signed by you and your lender and submitted with your application.*

The lender will ask you for association fees and taxes. The Ground Lease fees are \$50/month. The 2020 tax rate for Tisbury is \$7.33 and taxes are assessed to the affordable price (not the market-rate equivalent).

Q: Can a non-household member co-sign on the mortgage?

A: No. Only members of the applying household can sign on the mortgage. All monies gifted to household members to assist in down-payment or other costs will be counted as household assets.

STEP-BY-STEP PROCESS AND TIMELINE

Q: What is the application, selection and move-in process for the townhouses being offered at 221 Greenwood Ave, Tisbury?

A: The following steps outline the process of applying for and purchasing a townhouse.

Site Visit & Homebuyer Information Meeting:

Thursday, January 23, 2020, 4:00 pm @ 221 Greenwood Ave, 5:30 pm Tisbury Senior Center

*(Completed with assistance of **DCRHA**)*

Step 1: **Application Due:** 5:00 p.m. Friday February 14, 2020

Step 2: IHT and DCRHA review completed applications: Thursday, March 4, 2020

Step 3: DCRHA gives notice to qualified applicants: Friday March 5, 2020

Step 4: Appeals Hearing as necessary: Monday March 16

Step 5: **Lottery:** Tuesday March 17, 2020

Step 6: Notification of Lottery Results: Wednesday March 18, 2020

Step 7: Second phase of application certification: Wednesday March 25 and as needed, in order of selection, offer, and applicant decision.

*(Completed with assistance of **IHT**)*

Step 8: Sign Purchase & Sale Agreement: End of March and as needed*

Step 9: Obtain Mortgage Commitment: End of March and as needed*

Step 10: Closing and Move-in: April 1st and as needed*

* As needed dependent on awardee or alternate certification and decision

Step 1: Making Application

Once an applicant reads this Information Packet in its entirety, they will need to fill out a Program Application. The applicant must list all income and asset information for every person that will be residing in the unit. The Program Application must be signed and dated by all heads-of-household.

The applicant must submit with their application all required income, asset and, if applicable, local preference documentation for every claim made in the Application. This Information Packet will guide the applicant through documentation submission.

All applicants must also submit a copy of their mortgage pre-approval and Lender Criteria.

The Application, required documentation, and mortgage pre-approval must be received (not postmarked) by the Dukes County Regional Housing Authority by **February 14, 2020**. All applications should be dropped off at the offices of the DCRHA at 21 Mechanic St. Vineyard Haven (across State Road from Little House Café) or sent to:

The Dukes County Regional Housing Authority
P.O. Box 4538
Vineyard Haven, MA 02568

To ensure applications are complete, the DCRHA recommends submitting applications at least a week prior to the deadline. Staff are available to review your application materials and a call or visit to our office before the application period closes can help insure a smoother application process. If you want to ensure your application is received, we recommend dropping it off at our office or sending it by certified mail. We are not responsible for lost or late applications. Again, **postmarked applications received after the due date will not be included** in the lottery selection process.

Once a completed application is received with all required documentation and mortgage pre-approval, eligible households will be assigned an Application Number by the Lottery Agent and utilized in as many lottery draws as the applicant is qualified for.

Step 2: Application Certification

Once the Dukes County Regional Housing Authority has received the Application, required documentation, and mortgage pre-approval, an Application Number will be assigned in the order completed applications are received.

Once declared eligible, an Application Number will be entered in the Lottery.

Eligibility for the Lottery does not ensure final eligibility for an offer or purchase.

Applicants that are deemed ineligible by the Dukes County Regional Housing Authority will be notified by phone and mail.

- Q: What happens if I don't submit all necessary documentation or fail to correctly complete my Application?
- A: Applicants that submit incomplete documentation will be called and mailed a notice detailing the additional documentation that is needed to make their application complete. Their application will remain in an "Incomplete Application Pool" until all requested materials have been received. Applicants with applications in the Incomplete Application Pool that do not provide the requested information by the close of the application period will not be entered into the Lottery.

Step 3: Lender Review

Applicant certification will include review by the Island Housing Trust of a completed Lender Criteria form included in your application packet.

Step 4: Notification of Application Status

On March 5, 2020, the day following completed reviews by the Island Housing Trust and the Dukes County Regional Housing Authority, each applicant will be notified by phone and in writing as to their status for the upcoming lottery.

Step 5: Appeals Review

If an applicant is deemed "not eligible", he/she will have ten days from the receipt of notification of such status to appeal this decision to the Island Housing Trust stating why he/she disagrees with the decision. An appeals committee will reconsider any appeals and will issue a final decision before the day of the lottery. All decisions will immediately be communicated to the applicant by phone with a written decision to follow.

A finding of ineligibility shall not preclude a subsequent re-application to future community housing lotteries.

Step 6: The Lottery Day Procedure

The Lottery will be held on Tuesday, March 16, 2020. Households do not have to attend the lottery to remain eligible. After the Lottery all lottery participants will be notified of the results by phone and mail.

There will be four, multi-part lottery drawings for the homes at 221 Greenwood Ave.

Lottery #1 for 2 Townhouses, 100% AMI, Tisbury Preference

Drawing 1a: Local Preference Households, household size minimum (2 or more)

Drawing 1b: Local Preference Households, 1 Person

Drawing 1c: Non-Local Preference Households, household size minimum (2 or more)

Drawing 1d: Non-Local Preference Households, 1 Person

Lottery #2 for 1 Townhouse, 100% AMI, West Tisbury Preference

Drawing 2a: Local Preference Households, household size minimum (2 or more)

Drawing 2b: Local Preference Households, 1 Person

Drawing 2c: Non-Local Preference Households, household size minimum (2 or more)

Drawing 2d: Non-Local Preference Households, 1 Person

Lottery #3 for 1 Townhouse, 100% AMI, Oak Bluffs Preference

Drawing 3a: Local Preference Households, household size minimum (2 or more)

Drawing 3b: Local Preference Households, 1 Person

Drawing 3c: Non-Local Preference Households, household size minimum (2 or more)

Drawing 3d: Non-Local Preference Households, 1 Person

Lottery #4 for 2 Townhouses, 80% AMI, Open Pool (Townhouses A & B)

Drawing 4a: Household size minimum (2 or more)

Drawing 4b: Household size, 1 Person

The Potential Minority Drawing

If the percentage of minority applicants who qualify for Local Preference is less than 13.7% (the Percent Minority for Dukes County MSA), there will be a Minority Lottery Drawing before any of the above Lottery Drawings. Minority households who do not qualify for Local Preference will be grouped into a Minority Pool and Application Numbers will be drawn and added to above Lotteries until the percentage of minorities in the Local Preference Pool is equal to at least 13.7%. Please see the Local Preference Information on pg. 13 for more details.

All Applicant Numbers will be entered into the Drawing for which they are eligible. A representative from the Town will pull Applicant Numbers from a box. They will begin by pulling all Application Numbers entered into Drawing 1A until all Application Numbers have been pulled. If there is a Drawing B, C, or D, they will then pull all Application Numbers entered into Drawing B, C, or D.

The order that an Application Number is pulled in the Lottery will be the position that the household has on the Selection List. The purpose of the Lottery is to establish the Selection Lists. It is the final positions on the Selection Lists that determine the order or opportunity that applicants will be given in the process of purchasing the house.

The first Application Number drawn from Drawing A for each Lottery will have the first position on that Unit Selection List. The second Application Number drawn from Drawing A will have the second position, and so on. If there is a Drawing B, C, or D the first Application Number drawn from Drawing B will have a position on the Unit Selection List that is behind the last Application Number drawn from Drawing A, then Drawing C, and then Drawing D.

Step 7: Notification of Lottery Results, 2nd Phase of Certification, & Offer

The Dukes County Regional Housing Authority will call and mail the Lottery results to each applicant household entered in the Lottery.

The recipient in the top positions on each Unit Selection List are first to undergo the second phase of the application certification. As such, only the first applicant drawn for each townhouse is assured an opportunity to purchase a home. Applicants with positions lower on the Unit Selection Lists will have to wait for the removal of applicants with a higher position before being given an opportunity to have their application materials reviewed in the second phase for purchase a home. Applicants with lower positions on the Unit Selection List should maintain readiness as some applicants with an opportunity to purchase a Community/Affordable home do not finish the process for a variety of reasons.

Step 8: Sign Purchase and Sale Agreement

If a recipient is deemed eligible and decides to sign a Purchase & Sale Agreement (P&S) they will have seven (7) days to arrange with the Island Housing Trust after which the next household will be notified.

Before signing the Purchase and Sale Agreement, it is recommended that recipients obtain an attorney to review the Purchase and Sale Agreement and Ground Lease. Households may also have the bank that is offering their mortgage commitment review these documents. It is important that the lawyer (or bank) ensure that the taxes being assessed to the affordable and community townhouses are based on the affordable sales price and not the market-rate price of an equivalent unit. Documents to assist with this action can be provided by the Island Housing Trust.

Once a Purchase and Sale Agreement is signed and the townhouse is ready for occupancy, the household will have one month to close.

Step 9: Obtain Mortgage Commitment

Mortgage pre-approval does not ensure a mortgage commitment. Once a recipient has a signed Purchase and Sale Agreement, they will need to go back to their lender that issued them their pre-approval letter and obtain a Mortgage Commitment. Homebuyers do not need to go back to the same lender that gave them their pre-approval letter, but it is recommended. Please note that each lender will handle the Mortgage Commitment differently and this packet only serves at a guide through this process.

Generally, the lender will want to see the Purchase and Sale Agreement and the Ground Lease. They will also do an appraisal of the townhouse once it is ready to move into. Once the appraisal is complete, the household will be able to close on the home.

Step 10: Closing and Move-in

The Purchase and Sale Agreement will set the Closing Date. If all the steps above are followed, the closing should go smoothly. Your lender and lawyer will be able to guide you with Steps 8 and 9. Once you have closed on your home, you may move in.

Additionally, once you have closed on the townhouse, there is NO future income or asset eligibility reviews.

LOCAL PREFERENCE INFORMATION

Q: What is Local Preference?

A: The four homes at the 100% Income/Price threshold will be first offered to households that qualify for Local Preference as established by the Island Housing Trust and the towns whose Community Preservation Act support assisted in development. An applicant qualifies for local preference if the applicant is a current resident of Towns of Tisbury, West Tisbury, or Oak Bluffs

Q: What if a household does not qualify for Local Preference?

A: All non-local preference households in the 100% Income category will be placed in the second, third, or fourth pool to be drawn from in order after all local preference households have been drawn from the first pool. The two 80% Income/Price homes are open to all who qualify otherwise.

Adjustments in the Local Preference Pool

As stated by the Massachusetts Department of Housing and Community Development, "If the percentage of minorities in the local preference pool is less than the percentage of minorities in the surrounding HUD (U.S. Department of Housing and Urban Development) defined area, the following adjustments will be made to the local preference pool. The Island Housing Trust will hold a preliminary lottery comprised of all minority applicants who did not qualify for the local preference pool and rank the applicants in order of the drawing. Minority applicants should then be added to the local preference pool in order of their rankings until the percentage of minority applicants in the local preference pool is equal to the percentage of minorities in the surrounding HUD-defined area." The Percent Minority for the Dukes County is 13.7%. This is the minimum percentage of minority applicants that must be in the local preference pool. Minority applicants are defined as a person who is a member of the following groups: Native American or Alaskan Native, Asian or Pacific Islander, Black, Hispanic, and Cape Verdean.

GROUND LEASE SUMMARY



Post Office Box 779 • West Tisbury MA 02575 • 508-693-1117 • info@ihtmv.org • www.ihtmv.org

The Island Housing Trust's ground lease is the legally binding agreement that gives the Lessee/homeowner the right to use the land. It describes in full the rights and responsibilities of the lessee and the IHT, as well the restrictions that govern the relationship. The lease attempts to balance the interests of the lessee as a homeowner with the long-term interests of the IHT and the Island community.

There are a number of critical agreements that are defined by the IHT ground lease. These include:

- **3.1 DURATION OF LEASE:** renewable 99-year lease and shall not cease if the land is transferred whether voluntarily or involuntarily.
- **4.1 USE OF LEASED PREMISES:** only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable law and regulations.
- **4.4 OCCUPANCY:** Lessee shall occupy the Leased Premises for at least eleven (11) months of each year of this Lease, unless otherwise agreed by IHT.
- **5.0 GROUND LEASE FEE:** A \$50.00 monthly fee will be charged based on an amount approximating the monthly fair rental value (Article 5.1), recognizing that use of the Leased Premises is restricted by some of the provisions of the Lease (Article 5.3). The ground lease fee (along with any other association fees) is included in the calculation that determine the initial Purchase Price in Article 10.10 and the Total Development Value in Article 7.4 so they remain affordable in perpetuity. See attached purchase price limit.
- **6.0 TAXES AND ASSESSMENTS:** Lessee shall be responsible for payment of all taxes, governmental assessments and other charges (i.e. road association fees) that relate to the Improvements and the Leased Premises (Article 6.1). In the event that Lessee fails to pay the taxes or other charges, IHT choose to increase, but shall not be obligated to increase, Lessee's Ground Lease Fee in an amount that will offset the cost of any delinquent and current taxes or other charges (Article 6.4).
- **7.3 ALTERATION AND ADDITIONS:** Any construction in connection with an existing or new Improvement is subject to the following conditions: (a) all costs are paid by Lessee; (b) all construction must comply with all applicable laws and regulations; (c) all construction must be consistent with the permitted uses in Ground Lease and; (d)

the addition of bedroom(s) and bathroom(s) intended to qualify for Added Value in accordance with Article 10.10 shall not be constructed without prior review by the IHT.

□ **7.5 MAINTENANCE AND SERVICES:** Lessee shall maintain the Leased Premises and all Improvements and assumes the sole responsibility for furnishing all services or facilities as required in the Ground Lease, including but not limited to heat, electricity, air conditioning, or water, or to make any repairs.

□ **8.1 PERMITTED MORTGAGE:** Lessee may mortgage the Leased Premises only with the written consent of IHT.

□ **8.3. REMOVAL OF CERTAIN PROVISIONS PURSUANT TO FORECLOSURE:** In the event of foreclosure sale by the bank the provisions preserving affordability for lower-income households (Article 10, sections 10.1 through 10.11) shall be deleted.

- **EXHIBIT H – PERMITTED MORTGAGES:** The bank has to give the IHT prior written notice of its intention to foreclose and the IHT or its assigns will have 45 days to provide written notice to the bank of intent to purchase the Improvements and leasehold estate for the full amount owed to the bank. If the bank conducts a foreclosure the Lease authorizes and instructs the bank or any party conducting any sale to pay the amount in excess of what the Lessee would have received under the resale formula in Article 10 directly to IHT.

- **10.2 TRANSFERS TO INCOME-QUALIFIED PERSONS:** Lessee may sell their interest in the Leased Premises or the Improvements only to the IHT or an Income qualified Person as defined by the provisions of the Lease. Income qualified person shall mean a person or persons whose household income does not exceed 80% of the median household income for Dukes County.

- **10.3 TRANSFER TO LESSEE'S HEIRS:** IHT will consent to a transfer of the Improvements under the terms and conditions of the Lease to and by one or more of these "Permitted Heirs", including:
 - a. the spouse of the Lessee; or
 - b. the Lessee's domestic partner who is one of two people, the other being the Lessee, who maintain the same permanent residence and have a close and committed personal relationship involving shared responsibilities for each other's welfare as evidenced by financial interdependence, and expressing the intention for their relationship to be permanent.

- **10.5 LESSOR'S PURCHASE OPTION:** IHT may elect to exercise its Purchase Option within forty-five days after IHT's receipt of the Lessee's Notice of Intent to Sell. If the IHT gives notice to exercise the Purchase Option, the IHT must complete the purchase of the Improvements within sixty (60) days. The IHT may assign the Purchase Option to an Income-Qualified Person who then completes the purchase

IHT Ground Lease Overview - October 15, 2015

of the Improvements within the required period.

- **10.8 PURCHASE OPTION PRICE:** The Purchase Option Price shall be equal to the lesser of (a) the value of the Improvements as determined by the Appraisal (Article 10.9) commissioned and conducted at the discretion of the IHT or (b) the price calculated in accordance with the formula described below (“the Formula Price”).
- **10.10 CALCULATION OF THE FORMULA PRICE:** The Formula Price shall be equal to the Base Price (Lessee’s Purchase Price) plus the Inflation Adjustment, calculated as described below.
 - **Base Price:** The parties agree that the Base Price is the Purchase Price plus the Added Value, as may be applicable.
 - **Lessee’s Purchase Price:** The parties agree that Lessee’s Purchase Price for the Improvements existing on the Leased Premises as of the commencement of the term of the Lease is \$255,000 .
 - **Inflation Adjustment:** The parties agree that the Inflation Adjustment is defined as the sum of two parts: (1) the Lessee’s Purchase Price, times the percent change in the Area Median Income for Dukes County (“AMI”) since the time of purchase, as may be applicable, and (2) the Added Value times the percent change in the AMI since the time of the addition of the bedroom(s). The Base Price plus the Inflation Adjustment shall be the Formula Price. The AMI shall be for Dukes County as reported by the HUD. In any event, and in order to balance years of anomaly in the AMI, the increase in the index shall not be greater than an average of 4% per year.
- **10.12 DEFERRED MAINTENANCE AND CONDITION OF IMPROVEMENT AT TIME OF SALE:** It is expected and understood that the Lessee maintain the Improvement in good, safe and habitable condition. At the time of transfer, Lessee agrees to transfer the Improvement in good, safe and habitable condition. The Lessor shall use the Buyer’s mortgage lender’s requirements as the basis for identifying deferred maintenance problems, if any, that must be corrected prior to sale of the Improvement.
- **10.13 MONITORING FEE:** The IHT receives a fee of 1% of the maximum sale price of the unit to cover the cost of monitoring the resale and the lease transfer (application and income qualification, orientation and homebuyer training, resale calculation, marketing, and legal review). The Lessee purchaser as a closing cost shall pay this fee at the time of closing.
- **11.0 ASSIGNMENTS AND SUBLEASE RESTRICTION AGAINST LEASING:** The Property shall not be leased or subleased to anyone who is not qualified by the IHT or their agent for affordable housing, as defined by the IHT. The rent is limited to the carrying costs of the improvements. Any profits from rents that exceed the carrying costs will be paid to the IHT.

EXAMPLE OF MAXIMUM RESALE PRICE CALCULATION

Example:

Assume you have a household of three, and you had closed on the purchase of a three-bedroom home from the Island Housing Trust in June 2006 for a purchase price of \$240,000

Assume further that you elected to sell your home in September 2012.

At the time you purchased the home, the most recently published area median income for a four-person household on Martha's Vineyard was \$68,300. At the time of resale, the most recently published area median income for a four-person household on Martha's Vineyard was \$82,900. The change in the area median income from 2006 to 2012 was 18%, which is used as the index to adjust the sale price.

The Ground Lease provides for a 1% resale fee from the Seller.

The Monitoring Agent would calculate the Maximum Resale Price as follows:

2006 Purchase Price = \$240,000

Inflation Adjustment: Purchase Price x AMI change (\$240,000 x 18%) = \$43,200

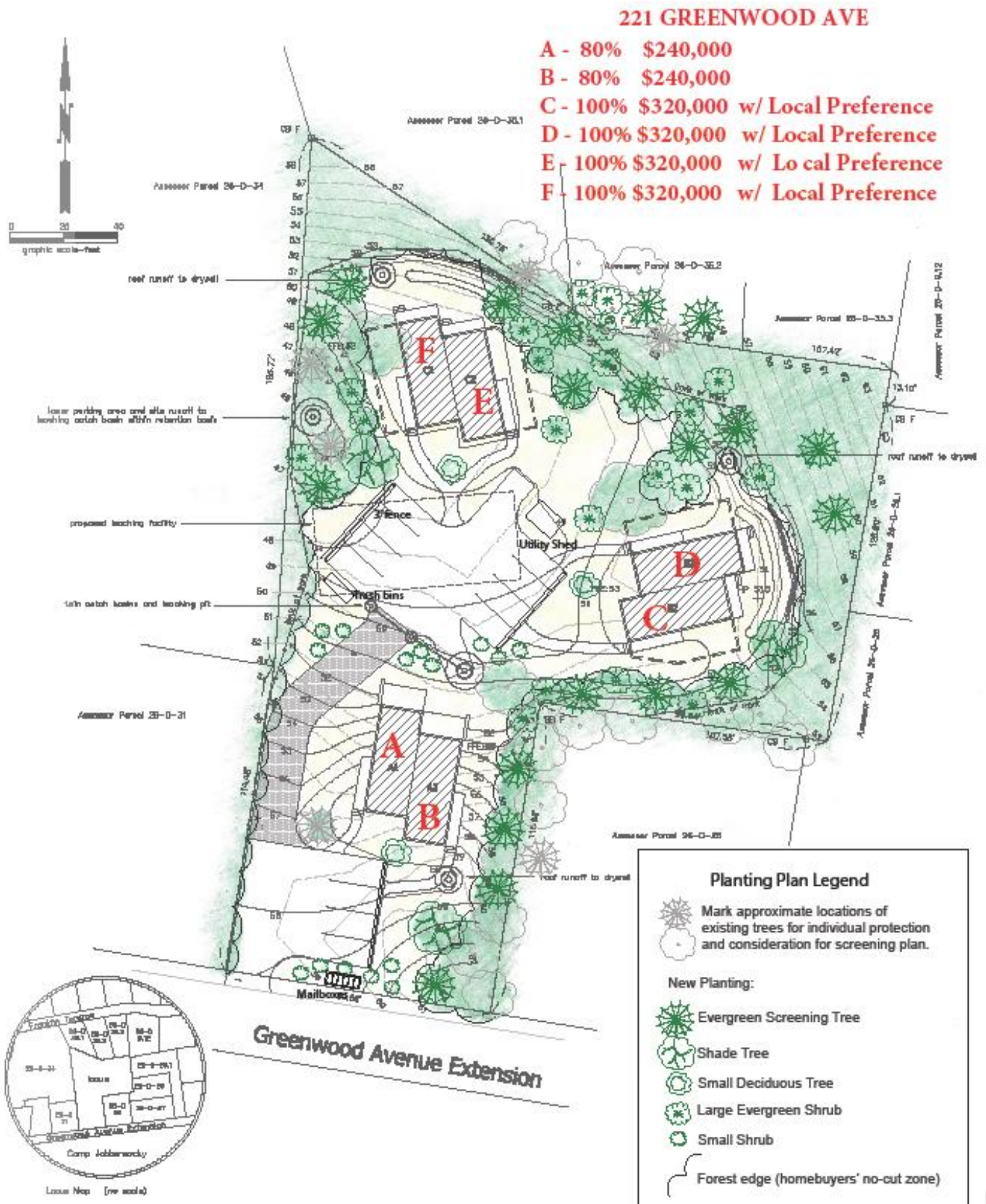
Resale Price: Purchase Price + Inflation Adjustment (\$240,000 + \$43,200) = \$283,200

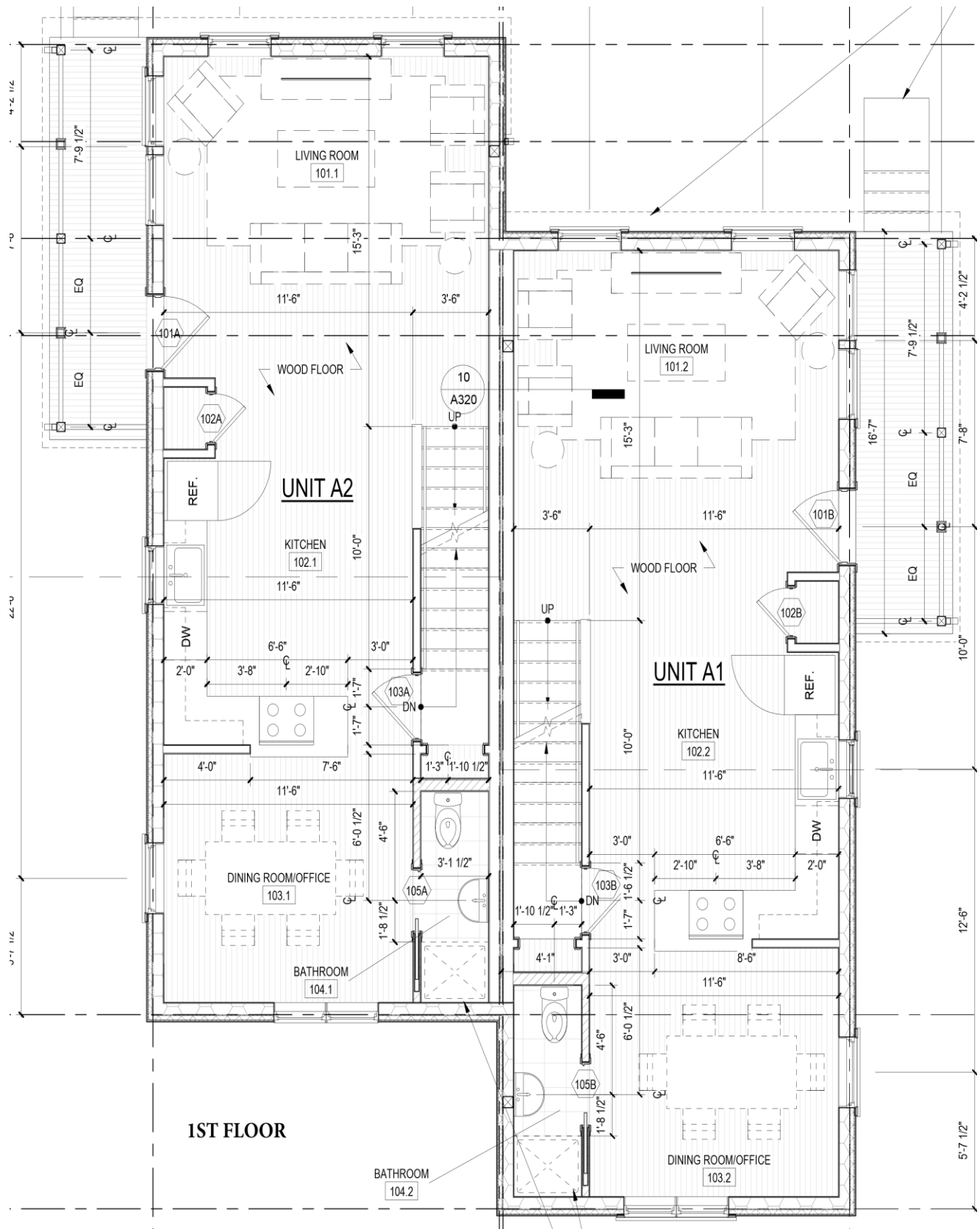
Resale fee: Resale Fee x Base Price (1% x \$283,200) = \$2,832

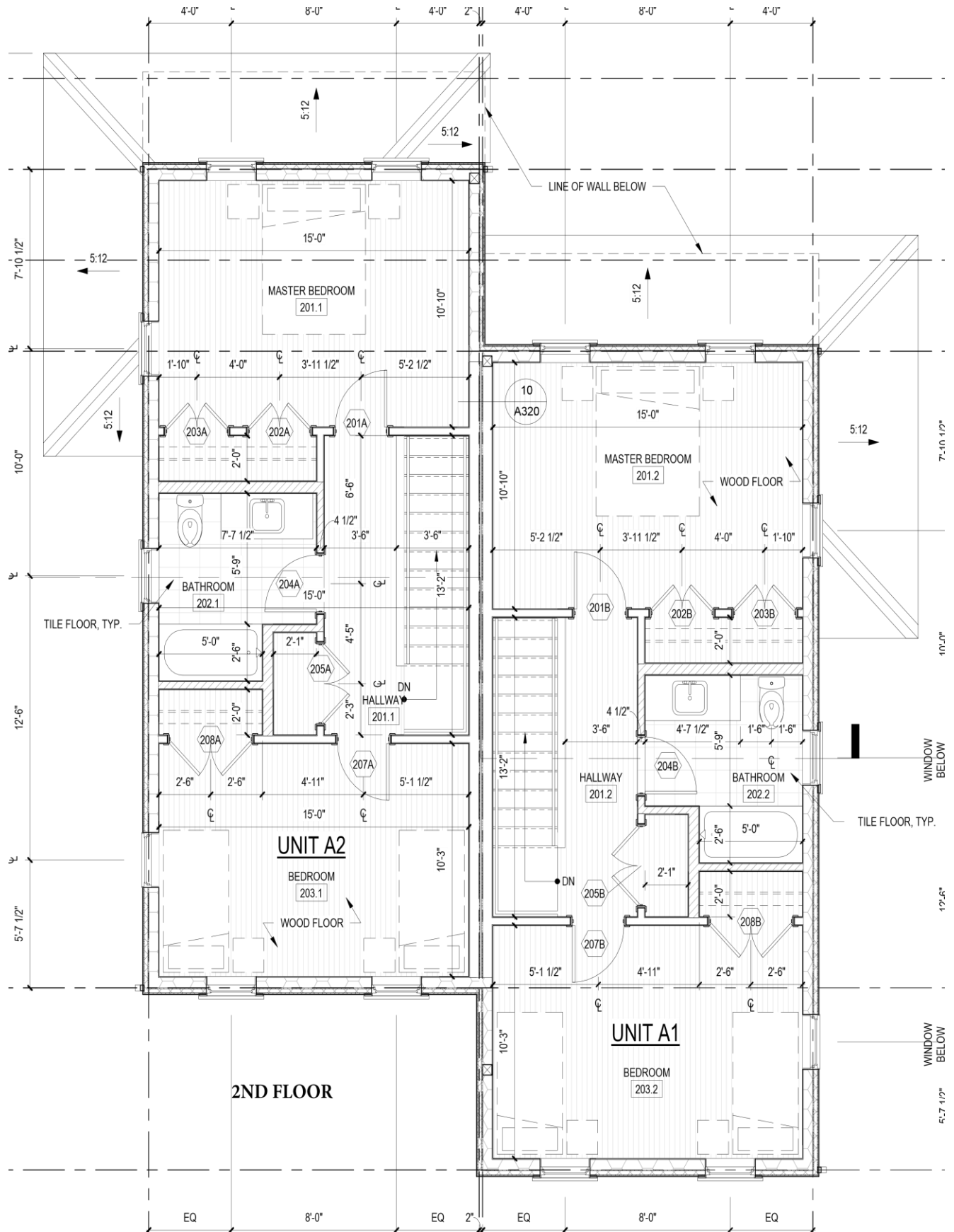
2012 Maximum Resale Price: Base Price – Resale Fee (\$283,200 - \$2,832) = \$280,368

Greenwood Ave









LENDING CRITERIA FOR ISLAND HOUSING TRUST (JUNE 2011)

The Island Housing Trust ground lease requires that any mortgage for purchase or refinance on Trust property be approved by the Trust. Furthermore, the mortgage or security instrument must satisfy the requirements of the attached Permitted Mortgage. Any prequalification letter or mortgage commitment letter must include this completed and signed form. Should you have any questions please contact the Trust at 508-693-1117.

Check Boxes:**1. Employment and income**

- Homebuyer has provided proof of steady employment or income for the past year.
- Prequalification or mortgage commitment is based on verified income from recent and previous years filed income tax returns.

2. Credit score

- Homebuyer's credit score are above 620, and
- Homebuyer has had no bankruptcies within past three years if for consumer credit reasons, or within the past two years if for medical reasons.

3. Personal assets available

- Homebuyer is able to make down-payment equal to 5% (minimum 3% personal and 2% gift) of the total sale price of the property.
- Homebuyer has funds in savings or other cash account after closing costs (we recommend that buyers have \$2,000 after closing).

4. Debt ratios

- Front-end debt ratio does not exceed 33% of gross monthly income on housing debt (exclusive of utilities).
- Back end debt ratio does not exceed 45% of gross monthly income on all housing and non-housing debt combined (exclusive of utilities).

5. Asset value

- Mortgage loan(s) value does not exceed 95% of the maximum resale price (Article 10.8 - Option Purchase Price).

6. Lending certification

- Lending institution is in compliance with the Commonwealth of Massachusetts' (or mortgage lender's applicable state) Predatory Lending Statutes.

7. Types of loan products:

- Mortgage is not an "80/20" loan.
- Mortgage does not have pre-payment penalties.
- Mortgage is not an option ARM loan.
- Mortgage is not a stated income & no income/ no asset verification loan.

I certify that the \$_____ (amount) mortgage
to _____ (name of homebuyer/ mortgagee)
for the property at _____ (property address)
satisfies the terms of the attached Permitted Mortgage and the information above is correct.

(Loan Officer)_____
(Signature)_____
(Lending Institution)

I/We authorize representatives from the above lending institution to supply the above information, as well as a copy of the commitment letter, term sheet, and the property appraisal to the Dukes County Regional Housing Authority and the Island Housing Trust.

(Applicant)_____
(Signature)_____
(Co-applicant)_____
(Signature)

PERMITTED MORTGAGES

The provisions set forth in this Exhibit shall be understood to be provisions of Article 8 of the Island Housing Trust's Ground Lease to which the Exhibit is attached and in which the Exhibit is referenced. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease. A complete copy of the Island Housing Trust's ground lease can be downloaded at: <http://www.ihmv.org/lenders.shtml>

A. PERMITTED MORTGAGE: A "Permitted Mortgage," as identified in Section 8.1 of the Lease to which this Exhibit is attached, shall be a mortgage ("Mortgage") that meets the following requirements.

1. Such Mortgage shall run in favor of either (a) a so-called institutional lender such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, or (b) a "community development financial institution" as certified by the U.S. Department of the Treasury, or similar nonprofit lender to housing projects for low- and moderate-income persons.
2. Such Mortgage shall be a first lien on all or any of the Improvements and the Lessee's interest in the Leased Premises (the "Security").
3. Such Mortgage and related documentation shall provide, among other things, that in the event of a default in any of the mortgagor's obligations there under, the holder of such Mortgage shall notify Lessor of such fact and Lessor shall have the right (but shall not have the obligation) within 120 days after its receipt of such notice, to cure such default in the mortgagor's name and on mortgagor's behalf, provided that current payments due the holder during such 120-day period (or such lesser time period as may have been required to cure such default) are made to the holder, and shall further provide that said holder shall not have the right, unless such default shall not have been cured within such time, to accelerate the note secured by such Mortgage or to commence to foreclose under the Mortgage on account of such default.
4. Such Mortgage and related documentation shall provide, among other things, that if after such cure period the holder intends to accelerate the note secured by such Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of this Lease, the holder shall first notify Lessor of its intention to do so and Lessor shall have the right, but not the obligation, upon notifying the holder within thirty (30) days of receipt of said notice from said holder, to pay off the indebtedness secured by such Mortgage and to acquire such Mortgage.
5. Such Mortgage and related documentation shall provide, among other things, that, in the event of foreclosure sale by a Permitted Mortgagee or the delivery of a bill of sale and deed to a Permitted Mortgagee in lieu of foreclosure, upon acquisition of title to the Improvements and the Lessee's interest in the Leased Premises by the Permitted Mortgagee, the Permitted Mortgagee shall give the Lessor written notice of such acquisition and the Lessor shall have an option to purchase the Improvements and acquire the Lessee's interest in the Leased Premises from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage; provided, however, that the Lessor gives written notice to the Permitted Mortgagee of the Lessor's intent to purchase the Improvements and acquire the Lessee's interest in the Leased Premises within thirty (30) days following the Lessor's receipt of the Permitted Mortgagee's notice of such acquisition of the Improvements and Lessee's interest; further provided that Lessor shall complete the purchase of the Improvements and acquisition of Lessee's interest in the Leased Premises within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the Lessor does not complete the purchase within such period, the Permitted Mortgagee shall be free to sell the Improvements and transfer the Lessee's interest in the Leased Premises to another person;
6. Such Mortgage and related documentation shall not contain any provisions other than provisions generally contained in mortgages used for similar transactions in the Dukes County area by institutional mortgagees.
7. Such Mortgage and related documentation shall not contain any provisions which could be construed as rendering Lessor or any subsequent holder of the Lessor's interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.
8. Such Mortgage and related documentation shall contain provisions to the effect that the holder of such Mortgage shall not look to Lessor or Lessor's interest in the Leased Premises, but will look solely to Lessee, Lessee's interest in the Leased Premises, the Improvements, or such other buildings and improvements which may from time to time exist on the Leased Premises, for the payment of the debt secured thereby or any part thereof (It is the intention of the parties hereto that Lessor's consent to such Mortgage shall be without any liability on the part of Lessor for any

deficiency judgment).

9. Such Mortgage and related documentation shall provide that in the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the holder of the Mortgage in accordance with the provisions of Article 9 hereof.

10. Such Mortgage and related documentation shall contain nothing that obligates Lessor to execute an assignment of the Ground Lease Fee or other rent payable by Lessee under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE: The rights of a holder of a Permitted Mortgage ("Permitted Mortgage") as referenced under Section 8.2 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Permitted Mortgagee shall without requirement of consent by the Lessor have the right, but not the obligation, to:

- a. cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance by a Permitted Mortgagee being effective as if it had been undertaken and performed by Lessee;
- b. acquire and convey, assign, transfer, and exercise any right, remedy or privilege granted to Lessee by this Lease or otherwise by law, subject to the provisions, if any, in said Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and
- c. rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of Permitted Mortgagee.

2. Permitted Mortgagee shall not, as a condition to the exercise of its rights under the Lease, be required to assume personal liability for the payment and performance of the obligations of the Lessee under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Security and the premises. In the event Permitted Mortgagee does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both Lessor and Lessee shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage. In the event that the estate of Lessor is owned at any time by Lessee (regardless of a merger), or by any person in which Lessee has a direct or indirect interest, Permitted Mortgagee shall not be obligated to cure any default of Lessee under the Lease as condition to the forbearance by Lessor in the exercise of Lessor's remedies as provided in the Lease.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, Lessor shall enter into a new lease of the Leased Premises with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to Lessor's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to Lessor for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Lessee there under, and the Permitted Mortgagee shall have cured all defaults under the Lease, which can be cured by the payment of money. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Premises as the Lease. The provisions of this Section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by Lessor, Lessee, and the Permitted Mortgagee.

5. The Lessor shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that Lessor sends a notice of default under the Lease to Lessee, Lessor shall also send a notice of Lessee's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 14.2 of the Lease to the Permitted Mortgagee at the address that has been given by the Permitted Mortgagee to Lessor by a written notice to Lessor sent in the manner set forth in said Section 14.2 of the Lease



PO Box 779 • West Tisbury, MA 02575 • 508-693-1117 • info@ihtmv.org

ISLANDHOUSINGTRUST

FOR OFFICE USE ONLY

Date of Receipt: _____

Percent of AMI: _____

Control No: _____

221 GREENWOOD AVE, TISBURY - APPLICATION PART I

Please Print

Name of Applicant(s) _____

Street _____ Apt. No. _____

City/Town _____ State _____ Zip _____

Home Telephone _____ Work Telephone _____

Mailing Address _____

Email Address (es) _____

Household Size Preference: Household size two or more given first preference in the ranking lottery.**Local Preference:** Residents of the Towns of Tisbury, West Tisbury, and Oak Bluffs will have preference for the 100% Townhouses with proof of residency: street listing, lease or utility bills.**HOUSEHOLD INFORMATION: All members of household including minors.**

First, Middle, Last of all Household Members	Relationship to Primary Applicant	Sex	Date of Birth	Employed	Occupation or Grade in School
1.	Primary Applicant			Y/N	
2.				Y/N	
3.				Y/N	
4.				Y/N	

- Is a change in the household expected? ☐ Yes ☐ No

If yes, what type of change: _____ When: _____

- Do you or any household member currently own a home? ☐ Yes ☐ No
- Have you or any household member owned a home within the last 3 years? ☐ Yes ☐ No

221 GREENWOOD AVE, TISBURY - INCOME INFORMATION
--

Gross income is the combined pre-tax income for everyone in the household (regardless of whether they will be on the mortgage and/or deed), which includes job earnings, benefit payments, support payments, and income from assets. If you are self-employed, please list your net income (after deducting businesses expenses).

Failure to report household income will result in the cancellation of this application.

Please list all income any household member **over the age of 17** receives from self-employment, wages/ salaries, overtime pay, commissions, fees/ tips, and bonus before taxes for the last 12-months. Applications must include most recent Federal income tax returns, including all corresponding W2's and attached schedules. If you are self-employed (full or part-time), submit a year-to-date profit/ loss statement AND the previous two years of federal income tax returns including all attached schedules.

Household Member Number	Type of Income	Name & Address of Employer or Source of Income	Gross Income for last 12 Months
1.	Salaries, wages, including overtime/tips		
2.	Salaries, wages, including overtime/tips		
3.	Salaries, wages, including overtime/tips		
	Net income from business or profession (Schedule C)		
	Trust income Interest and Dividends		
	Pensions and annuities		
	Regular unemployment or disability compensation		
	Regular Social Security benefits and/or SSI or V.A. Disability		
	AFDC or Public Assistance		
	Regular Alimony, Child Support Payments, Gifts		
	Other Income: _____		
TOTAL GROSS INCOME:			

221 GREENWOOD AVE, TISBURY - ASSETS
--

List below the assets of everyone who will live in the townhouse. Include all bank accounts, stocks and bonds, trust agreements, real estate, etc. **Do not** include clothing, furniture or cars.

Household Member	Type of Asset	Cash Value
	Checking Account #:	
	Savings Account #:	
	IRA, Stocks, Bonds:	
	Real Estate: (owned or sold within past 3 years)	
	Other:	
TOTAL ASSETS:		

Additional Household Member information as needed:

Household Member	Type of Asset	Cash Value
	Checking Account #:	
	Savings Account #:	
	IRA, Stocks, Bonds:	
	Real Estate: (owned or sold within past 3 years)	
	Other:	
TOTAL ASSETS:		

Household Member	Type of Asset	Cash Value
	Checking Account #:	
	Savings Account #:	
	IRA, Stocks, Bonds:	
	Real Estate: (owned or sold within past 3 years)	
	Other:	
TOTAL ASSETS:		

221 GREENWOOD AVE - CERTIFICATION AND ACKNOWLEDGEMENTS

It is our policy to verify all information contained in this application. In acknowledgement of this policy, please sign your name(s) where indicated. **Anyone over the age of 17 who will be living in the home must sign below.**

I/We certify the following:

- All the information contained and submitted in support of this application is true and complete to the best of my/our knowledge and belief. I/We are aware that any misrepresentation may result in cancellation of my application.
- Consent to Release Information: I/We authorize representatives of the Island Housing Trust and the Dukes County Regional Housing Authority to supply and receive information to/ from my/our employer(s), my/our financial institution(s), other housing assistance programs, and/or my/our mortgage lender to verify the information contained in this application and to confirm my eligibility for IHT homeownership opportunities.
- I/We understand that completion of this application does not guarantee my/our eligibility for the program and/or that I/we will successfully purchase a home through the Island Housing Trust.
- If I/we purchase a home through the Island Housing Trust I/we agree to enter into a ground lease with restrictions that require the property to be owner-occupied, limit the transfer of the property to income-eligible buyers, limit the sale price and the amount of equity available upon re-sale or refinance and require the payment of a monthly ground lease fee of up to \$50.00 to the Island Housing Trust. I/we acknowledge that the intention of these ground lease restrictions is to ensure that opportunities to purchase affordable homes be preserved for future generations of buyers.

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

Making Application begins what will be a two - phase process of review in the selection process for 221 Greenwood Ave ownership opportunities.

Initial Review places applicants in the categories described in the Information Packet provided with this application.

Lottery Drawings then rank the order in which applicants will have review of their submitted forms and application materials completed before being offered **First Opportunity to Purchase.**

If the first purchaser decides not to purchase or is found ineligible, the **Next Highest Ranked Applicant** is then reviewed, offered, and so on.

Equal Opportunity: In accordance with the provisions of the Equal Opportunity Act and the Island Housing Trust's policies, there will be no discrimination against an applicant for these benefits on the basis of age, gender, race, color, marital status, sexual orientation, having minor children, national origin, religion, ethnic background, physical or mental disability, or being a recipient of public assistance. The Island Housing Trust is committed to assuring that each individual has an equal opportunity to the use and enjoyment of the benefits of this program.

221 GREENWOOD AVE - APPLICATION Part II REQUIRED DOCUMENTATION CHECKLIST

When applicable, each of the following documents for **all household members** must be submitted for your 221 Greenwood Ave, Tisbury application to be complete.

Applicant Name(s): _____

- ☐ A current pre-qualification letter signed and dated by your lender, and a lender completed Island Housing Trust Lender Criteria form (attached);
- ☐ Complete copies of your 2 most recent Federal income tax returns (2017, 2018). You must include all corresponding W2's and attached schedules;
- ☐ Copies of your 5 most recent pay stubs;
- ☐ Copies of your 3 most recent bank statements and/or any investment account statements;
- ☐ If you are self-employed (full or part-time), submit a year-to-date profit/ loss statement AND the previous two years of federal income tax returns including all attached schedules;
- ☐ If you are divorced or legally separated and/or receiving alimony or child support, please attach a copy of the decree/agreement and any statement of payment accounts such as provided by the Department of Revenue;
- ☐ If receiving any other form of down payment assistance (a personal gift and/or aid from another program), submit a letter from the 3rd party offering assistance, describing the amount and type of assistance, the terms of any repayment, or that repayment is not expected;
- ☐ Any adult members of applicant household not working must submit a signed Affidavit of No Income;
- ☐ Signed Verification Forms: (Please sign only. Do not fill out as DCRHA will submit as applicable)
 - ☐ Verification of Income from Wages
 - ☐ Self-Employment Income Affidavit (if applicable)
 - ☐ Verification of Bank Account
 - ☐ Verification of Pension Income (if applicable)
 - ☐ Verification of Child Support (if applicable)
 - ☐ Verification of Unemployment Wages (if applicable)

☐ **Racial or Ethnic Designation:** Responding to this section is **optional** but may assist with correct lottery category placement regarding local preference, where applicable.

- ☐ Native American or Alaska Native ☐ Pacific Islander or Hawaiian
☐ Black or African American ☐ Latino or Hispanic
☐ Asian ☐ Cape Verdean ☐ White ☐ Other (specify): _____

☐ **Local Preference:** If claiming residency in Tisbury ☐, Oak Bluffs ☐, or West Tisbury ☐, please provide current street listing, lease, or utility bill as verification of claim.

EMPLOYMENT VERIFICATION

(The use of white out, black out, or alteration of original information will void this document)

Project Name:		Unit ID:		Date:	
Applicant/Tenant:		SSN:			

Employer Contact:

Business Name:			Contact Person:		
Address:			Phone:		Fax:
City:		State:		Zip:	Email:

My Signature Authorizes Verification of My Employment Income Information:

Applicant/Tenant Signature _____

Date _____

The individual named directly above is an applicant/tenant of the IRC § 42 **Low Income Housing Tax Credit Program**. The information provided will be used to determine eligibility for the program and remains confidential to the satisfaction of that stated purpose only. Your prompt response is crucial and would be greatly appreciated.

Sincerely,

RETURN THIS FORM TO: Dukes County Regional Housing
Authority
Fax 508 693 5710
Email: Barbara@housingauthorityMV.org

Project Owner/Management Agent _____

THIS SECTION TO BE COMPLETED BY EMPLOYER

- Please answer all questions fully leaving no blanks
- Please provide an employee pay history report when returning this completed form

Employee Name: _____ Job Title: _____

Presently Employed: Yes ☐ Date First Employed: ____/____/____ No ☐ Last Date of Employment: ____/____/____

Current Wages (check one) ☐ Hourly ☐ Salary \$ _____ Pay Frequency ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ Semi-monthly ☐ Yearly
Pay Method ☐ Cash ☐ Check ☐ Direct Deposit ☐ Other

Number of regular hours scheduled per week: _____
(If hours vary please list maximum anticipated)

Gross pay from prior year: \$ _____

Gross Year to Date Pay: \$ _____

From ____/____/____ Through ____/____/____

Number of pay periods included in the YTD earnings above: _____

Overtime Rate: \$ _____ per hour

Average number of OT hours per week: _____

Shift Differential Rate: \$ _____ per hour

Average number of shift differential hours per week: _____

(CIRCLE ONE)

COMMISSIONS, BONUS, TIPS, OTHER: \$ _____ Frequency ☐ Weekly ☐ Bi-weekly ☐ Monthly
☐ Semi-monthly ☐ Yearly ☐ Other

List the most recent change in the employee's rate of pay/hours: \$ _____ % _____; Effective date: ____/____/____

List any anticipated change in the employee's rate of pay/hours within the next 12 months: \$ _____ % _____; Effective date: ____/____/____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

Is employee eligible for unemployment during the layoff? ☐ No ☐ Yes Does employee participate in a retirement plan i.e. 401k? ☐ No ☐ Yes

Employer Signature _____

Employer Printed Name & Title _____

Date _____

Employer Name and Address _____

Phone # _____

Fax # _____

E-Mail _____

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction

BANK ACCOUNT VERIFICATION

(The use of white out, black out, or alteration of original information will void this document)

Project Name:	Unit ID:	Date:
Applicant/Tenant:	SSN:	

Bank Contact:

Bank Name:	Contact Person:	
Address:	Phone:	Fax:
City:	State:	Zip:
		Email:

My Signature Authorizes Verification of My Bank Account Information:

Applicant/Tenant Signature _____

Date _____

The individual named directly above is an applicant/tenant of the IRC § 42 Low Income Housing Tax Credit Program. The information provided will be used to determine eligibility for the program and remains confidential to the satisfaction of that stated purpose only. Your prompt response is crucial and would be greatly appreciated.

Sincerely,


Project Owner/Management Agent

RETURN THIS FORM TO:

Dukes County Regional Housing Authority
PO Box 4538, Vineyard Haven MA 02568
Fax 508 693 5710 Ph 508 693 4419
Email: Barbara@housingauthoritymv.org

THIS SECTION TO BE COMPLETED BY BANK

CHECKING Account Number	Average 6 Month Balance	Interest Rate	Current Balance
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
SAVINGS Account Number	Current Balance	Interest Rate	
	\$	%	
	\$	%	
	\$	%	
	\$	%	
OTHER Account (i.e. CD; Money Market; Debit, etc.)	Current Balance	Interest Rate	Withdrawal Penalty
	\$	%	
	\$	%	

If retirement investments held, are withdrawals taken? ☐ Yes ☐ NO If Yes, Amount \$_____ Frequency _____

If additional space is needed please attach a separate sheet with information, date and signature

Signature _____

Date _____

Name and Title of Person Supplying the Information _____

Phone # _____

Fax # _____

E-Mail _____

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction



CHILD SUPPORT OR ALIMONY INCOME VERIFICATION

Send this form to the person providing child support or alimony payments. If the payments are made due to a formal court order please include the divorce decree in the tenant file.

Applicant/Tenant: _____ **Unit #:** _____

Name and Address of Contributor:

Name: _____ **Relationship:** _____
Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Fax:** _____ **Email:** _____

I, _____, am contributing the following assistance to the above named individual.

Cash: \$ _____ Frequency: _____

This is ☐ CHILD SUPPORT or ☐ ALIMONY

These payments are made through a ☐ formal agreement or ☐ informal agreement

Will this assistance change in the next 12 months? ☐ YES ☐ NO

If YES please describe: _____

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand that providing false representation herein constitutes an act of fraud.

(Signature of Contributor)

Date

SELF EMPLOYMENT INCOME AFFIDAVIT

Use this form for any applicant or resident who receives income as a business owner, independent contractor, sole proprietorship, cash pay, odd jobs, etc.

Applicant/Tenant: _____

Name of Business: _____

Business Address: _____

Type of Business: _____

Position Held: _____

Start Date: _____

Anticipated Gross Annual Income: \$ _____

Anticipated Annual Business Expenses: \$ _____

Anticipated Annual Profit: \$ _____

Previous Year Profit (or Loss): \$ _____

Cash Withdrawals from Business: \$ _____

Do you file tax returns? ☐ YES Taxpayer ID# _____ ☐ NO

If YES please submit tax returns with schedule C for past 3 years

If NO please state why: _____

- *If tax returns were not filed please submit a profit/loss report for each month since the business started*
- *Please include documents such as invoices, receipts, written business plan, or accountant statement of business income.*

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand that providing false representation herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

Applicant Signature

Date

PENSION VERIFICATION

(The use of white out, black out, or alteration of original information will void this document)

Project Name:		Unit ID:		Date:	
Applicant/Tenant:		SSN:			

Pension Provider:

Company Name:			Contact Name:			
Address:			Phone:		Fax:	
City:		State:		Zip:		Email:

My Signature Authorizes Verification of my Pension Account Information:

Applicant/Tenant Signature

Date

The individual named directly above is an applicant/tenant of the IRC § 42 **Low Income Housing Tax Credit Program**. The information provided will be used to determine eligibility for the program and remains confidential to the satisfaction of that stated purpose only. Your prompt response is crucial and would be greatly appreciated.

Sincerely,

RETURN THIS FORM TO:

Project Owner/Management Agent

THIS SECTION TO BE COMPLETED BY PENSION PROVIDER

Pension Account Number	Current Balance	Can Applicant/Tenant Convert to Cash?		Interest/Dividend*
	\$	<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$ %
	\$	<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$ %
	\$	<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$ %
	\$	<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$ %

** If earnings vary or cannot be predicted please list total interest/dividend from most recent quarter (even if reinvested)*

Does the individual receive periodic payments from any account listed above: ☐ YES ☐ NO

If yes, please complete following:

Account Number	Gross Payment Amount	Payment Frequency	Fixed or Subject to Change?
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Other:	<input type="checkbox"/> Fixed <input type="checkbox"/> Subject to Change
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Other:	<input type="checkbox"/> Fixed <input type="checkbox"/> Subject to Change
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Other:	<input type="checkbox"/> Fixed <input type="checkbox"/> Subject to Change
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Other:	<input type="checkbox"/> Fixed <input type="checkbox"/> Subject to Change

Please list any expected changes:

Signature

Date

Name and Title of Person Supplying the Information

Phone #

Fax #

E-Mail

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction

UNEMPLOYMENT INCOME VERIFICATION

(The use of white out, black out, or alteration of original information will void this document)

Project Name:		Unit ID:		Date:	
Applicant/Tenant:		SSN:			

AGENCY PROVIDING BENEFITS

Agency Name:			Contact Name:				
Address:			Phone:		Fax:		
City:		State:		Zip:		Email:	

My Signature Authorizes Verification of my Unemployment Income Information:

Applicant/Tenant Signature

Date

The individual named directly above is an applicant/tenant of the IRC § 42 **Low Income Housing Tax Credit Program**. The information provided will be used to determine eligibility for the program and remains confidential to the satisfaction of that stated purpose only. Your prompt response is crucial and would be greatly appreciated.

Sincerely,

RETURN THIS FORM TO:

Project Owner/Management Agent

THIS SECTION TO BE COMPLETED BY BENEFIT ADMINISTRATION

- PLEASE LIST ALL BENEFITS RECEIVED BY THE ABOVE NAMED APPLICANT/TENANT
- ATTACH A PAY HISTORY FOR PAST 12 MONTHS

Are benefits currently being paid? ☐ YES ☐ NO If NO, when did they end: _____

If YES, please list gross benefit amount: \$ _____ ☐ Weekly ☐ Biweekly ☐ Monthly ☐ Other: _____

When did payments begin: _____

When will payments end: _____

List any available extensions: _____

Is the individual required to actively seek employment? ☐ YES ☐ NO

Please list any expected changes: _____

Please list any helpful remarks: _____

Signature

Date

Name and Title of Person Supplying the Information

Phone #

Fax #

E-Mail

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction