

Lee County Affordable Housing Program:  
 FL Homebuyer Opportunity Program (FLHOP)  
 Application

**First-Time Homebuyers, Mortgage Lenders,  
 Realtors, Builders**  
**Income Eligibility for Down Payment Assistance**  
**September 8, 2009**



Lee County Board of County Commissioners  
 Department of Community Development, Planning Division  
 2<sup>nd</sup> Floor, 1500 Monroe Street, Fort Myers, FL 33901 (street address)  
 P.O. Box 398 Fort Myers, FL 33902-0398 (mailing address)  
 Phone: (239) 533-8118 Fax: (239) 485-8319  
 E-mail: [lowell-sherman@leegov.com](mailto:lowell-sherman@leegov.com)

<b>*** FOR STAFF USE ONLY ***</b>			
Application No.:		Date Received:	
Date Application Found Sufficient:			
<input type="checkbox"/>	Approved	<input type="checkbox"/>	Denied
Certified by:			Date:
FLHOP Funds Approved: \$ _____		Date Sent To Fiscal:	

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\*NOTE: FLHOP Mortgage & Note are different than those for ordinary SHIP usage.

## Lee County Florida Homebuyer Opportunity Program (FLHOP)

This program is designed to provide subordinate down payment/closing cost assistance loans to first time homebuyers for the purchase of owner occupied primary residences that can be repaid by the income tax refund the homeowner is entitled to under the IRS First Time Homebuyer Credit.

**Eligible Activities:** The maximum award is based on the principal balance of the loans provided but shall not exceed 10% of the purchase price or \$8,000, whichever is less. FLHOP applicants must be: 1) eligible to receive the federal first-time homebuyer tax credit created through the American Recovery and Reinvestment Act and 2) qualified to receive funds under the rules of the SHIP program.

### To Qualify:

- Applicants must not have owned a home within the last 3-years, be eligible to receive the federal first-time homebuyer tax credit, qualify to receive funds under the rules of the SHIP program, and have no unpaid obligations that could be offset against the credit.
- Funding will be available on a first come, first qualified, first ready basis providing funding is available.
- Very-low, low and moderate-income households will be given priority in that order.
- Income categories served: Up to \$75,000 for single filers and up to \$150,000 for joint filers.
- Assistance will be provided only if the participating household receives a fixed interest mortgage.
- Residences must be located in unincorporated Lee County, Bonita Springs, Fort Myers Beach or Sanibel and additionally for persons with special needs in the cities of Fort Myers and Cape Coral.
- The maximum allowable purchase price for single-family new construction and existing houses is \$258,690.
- FLHOP funds may be used to purchase new or existing housing units eligible under SHIP rules.

While the assistance is expected to be repaid by the applicant when they receive their federal tax refund, the county shall secure the assistance through a subordinate mortgage.

The amount of the assistance provided will be subject to a subordinate mortgage for 15 years on the property in the amount of the subsidy. The mortgage is zero interest, deferred payment, non-amortizing and will be payable in full at maturity. Funding will be available on a first come, first qualified, first ready basis. Very-low, low, and moderate-income households will be given priority in that order.

The homebuyer is expected to use their federal income tax return to fully repay the loan. If the county receives repayment from the homebuyer within the earlier of 18 months after the closing date of the loan or 10 days after the receipt of their federal income tax refund, the county shall waive all charges and repayment will require only the principal amount of the mortgage with no penalty.

If the loan is not repaid within the earlier of 18 months after the closing date of the loan or 10 days after receipt of their federal income tax refund, repayment will be the principal amount of the mortgage along with an additional 10% penalty.

If the property owner vacates, transfers, assigns, sells, refinances, mortgages, or in any manner encumbers or disposes of all or a portion of, or any interest in the premises without the approval of the Lee County SHIP Program before the maturity date of the mortgage, the whole amount of the indebtedness secured by the Mortgage and any applicable penalty shall become due and payable. Partial repayment will not be accepted.

For more information, contact the Affordable Housing Program, Lee County Planning Division, Community Development/Public Works Building, 2<sup>nd</sup> Floor, 1500 Monroe Street, Fort Myers, FL 33901. You may also phone Lydia Lowell-Sherman, Planning Tech at 239-533-8118 or contact her via e-mail at [llowell-sherman@leegov.com](mailto:llowell-sherman@leegov.com).

**IMPORTANT NOTICE – AFTER CLOSING APPLICANTS MUST STILL FILE WITH THE IRS TO RECEIVE THE ACTUAL TAX CREDIT.**

## Application Process

Qualifying for FLHOP funds is a 2-phase procedure:

- ❖ An applicant must be found eligible to receive the IRS Tax Credit; and
- ❖ The applicant must be found eligible to receive the FLHOP funds.

1. Complete the Lee County Florida Homebuyer Opportunity Program - Income Eligibility Application and return the application with the appropriate attachments to:

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

2. Complete applications will be processed in the order they are found sufficient for review. Funding will be available on a first come, first qualified, first ready basis providing funding is available. Very-low, low, and moderate income households will be given priority in that order.
3. Staff will verify household income and determine FLHOP eligibility of the applicant for participation in the program. If found eligible and funds are available, staff will issue a "Letter of Commitment."
4. A check will be issued 2 to 3 weeks after the approval/commitment letter is mailed. Checks will only be released if prior to closing, the County has in its file a copy of the final Settlement Statement (HUD-1) verifying that the Lee County Florida Homebuyer Opportunity Program (FLHOP) funds are shown in the closing statement under the section "amounts paid by or on behalf of the borrower."
5. County staff will bring the check to the closing.

**Eligibility Timeline:** From September 8, 2009 until expiration of the Florida Homebuyer Opportunity Program Tax Credit Program.

# Application Checklist

Borrower's Name(s): \_\_\_\_\_

<b>Documents that must be submitted with the initial application package</b>	
Page 5	Conflict of Interest Disclosure
<b>Declaration of Tax Year in Which Credit is Taken</b>	
Page 7	Borrower's Certification of Terms and Conditions First-Time Homebuyer Tax Credit
<b>Taxpayer(s) Declaration for 2008</b>	
	Copy of the applicant taxpayer(s) 2008 Tax Return or transcript
<b>Taxpayer(s) Declaration for 2009</b>	
Page 10	Taxpayer(s) Authorization(s) for the Release of Information
Pages 11-19	All applicable Third-Party Verification of Taxpayer(s) Income Forms
<b>Application for Funding</b>	
Page 22-23	Borrower's Information (Note: attach additional sheets with information on household members as necessary)
Page 24	Borrower's Monthly Expenses
Page 25	Household Authorization(s) for the Release of Information for all members of the household age 18 and above
Page 26	Borrower's Acknowledgement of Terms and Conditions FLHOP Second Mortgage Loan
Pages 27-35	All applicable Third-Party Verification of Household Income Forms
<b>Documents to be Provided by the Applicant as Appropriate</b>	
	Copy of Divorce Decree, if applicable
	Copy of Birth Certificate(s) on which the parent/borrower's name is listed for all children
	Copy of Social Security Cards for all households members
	Copies of Photo ID(s) for all adult household members
	Copy of Child Support Order(s) if applicable
	Copy of Court-Ordered Letter(s) of Guardianship, if applicable
	Copy of Two Most Recent Pay Stubs
	Copies of most recent bank statements verifying cash assets such as checking, savings, IRAs, CDs etc. including interest rates on all accounts
<b>Documents to be Provided by the Lender</b>	
Page 21	Lender Referral Form
	Copy of signed Good Faith Estimate
	Copy of signed Purchase/Construction Contract
	Copy of Signed Uniform Residential Loan Application

<b>Documents that must be submitted prior to closing in order to complete application</b>	
	Copy of First Mortgage Loan Commitment/Approval
	Settlement Statement (HUD-1) showing FLHOP Funds
	Proof of Earnest Money Deposit
	Copy of Appraisal
	Copy of Homebuyer Education Certificate (only if receiving SHIP Funds)

Comments: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE**

As a prospective applicant of the Lee County Affordable Housing Program, Florida Homebuyer Opportunity Program (FLHOP) Program with the Lee County Department of Community Development/Division of Planning, I understand that I must disclose my relationship with other persons who I may be associated with within the County. I therefore, attest to the following:

\_\_\_\_\_ **I am not a current** Lee County Board of County Commissioners official, employee, board member, commissioner, agent, and/or other representative of the County.

\_\_\_\_\_ **I am a current** Lee County Board of County Commissioners official, employee, board member, commissioner, agent, and/or other representative of the County.

Position/Title: \_\_\_\_\_

\_\_\_\_\_ **I am a former** Lee County Board of County Commissioners official, employee, board member, commissioner, agent, and/or other representative of the County.

Position/Title: \_\_\_\_\_

Date Employment/Term Ended: \_\_\_\_\_

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\_\_\_\_\_ To the best of my knowledge, **I am not aware** of any current Lee County Board of County Commissioners official, employee, board member, commissioner, agent, and/or other representative of the County who is related to me or with whom I am a business associate.

\_\_\_\_\_ **I am related to or have a business relationship with a** current Lee County Board of County Commissioners official, employee, board member, commissioner, agent, and/or other representative.

His/her Name is: \_\_\_\_\_

The person is associated with the County in their capacity as: \_\_\_\_\_

The relationship of the person is as follows:

\_\_\_\_\_ Parent \_\_\_\_\_ Spouse \_\_\_\_\_ Immediate Family \_\_\_\_\_ Business Associate

\_\_\_\_\_ Other (specify): \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant Printed Name Date

\_\_\_\_\_  
Signature of Co-Applicant Printed Name Date

**Declaration of Tax Year in Which Credit Is Taken**  
**for Taxpayer(s) claiming the IRS First Time Home Buyer Tax Credit**

To Qualify:

- Applicants must not have owned a home within the last three years and be eligible to receive the federal first-time homebuyer tax credit created through the American Recovery and Reinvestment Act.
- Income Categories to be served: Up to \$75,000 for single taxpayers or \$150,000 for joint filers.

**IMPORTANT NOTICE – AFTER CLOSING APPLICANTS MUST STILL FILE WITH THE IRS TO RECEIVE THE ACTUAL TAX CREDIT.**

**AFFIDAVIT**  
**BORROWER(S) CERTIFICATION OF TERMS AND CONDITIONS**  
**PERTAINING TO THE LEE COUNTY FLHOP PROGRAM**  
**FIRST TIME HOMEBUYER TAX CREDIT**

I/We \_\_\_\_\_, purchaser(s) of property located at \_\_\_\_\_ acknowledge that we have requested Florida Homebuyer Opportunity Program funds to aid in the purchase of the above referenced property through Lee County.

I/We as purchaser(s) certify by signing this statement that I/We are fully aware of and intend to abide by the following terms and conditions:

- ❖ I/We have not owned a home within the last three years and are eligible to receive the federal first-time homebuyer tax credit created through the American Recovery and Reinvestment Act.
- ❖ I/We have no unpaid obligations that could be offset against the tax credit.
- ❖ I/We intend to occupy this property as my/our principal residence.
- ❖ Choose One:

\_\_\_\_\_ Option 1: I/We intend to claim my tax credit from the IRS by filing a 2008 Amended U.S. Individual Tax Return: \_\_\_\_\_ (*initial if this is the case*). My/Our estimated 2008 adjusted gross income is \$75,000 or lower for a single filer and \$150,000 or lower for joint filers.

\_\_\_\_\_ Option 2: I/We intend to claim my tax credit from the IRS when I file my 2009 U.S. Individual Tax Return: \_\_\_\_\_ (*initial if this is the case*). My/Our estimated 2009 adjusted gross income is \$75,000 or lower for a single filer and \$150,000 or lower for joint filers.

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Signature of Applicant

Printed Name

Date

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Signature of Co-Applicant

Printed Name

Date

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 or 775.83.

**Option 1 - Taxpayer(s) Declaration for 2008**

**If applicant/taxpayer(s) decide to take tax credit against 2008 taxes:**

Provide copy of 2008 IRS Tax Return or transcript

**Applicant/taxpayer(s) estimated 2008 adjusted gross income:**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Single filer – Income \$75,000 or below
<input type="checkbox"/>	<input type="checkbox"/>	Joint filer – Income \$150,000 or below

**IMPORTANT NOTICE – AFTER CLOSING APPLICANTS MUST STILL FILE WITH THE IRS TO RECEIVE THE ACTUAL TAX CREDIT.**

## Option 2 - Taxpayer(s) Declaration for 2009

### **Applicant/taxpayer(s) decide to take tax credit against 2009 taxes:**

\_\_\_\_\_ Please fill out the top portion of each applicable Taxpayer(s) Income Verification Form (not all clients will need all forms) and return to Lee County Planning. County staff will send out the Taxpayer(s) Income Verification Forms to calculate and confirm the taxpayer(s) income.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

### **Applicant/taxpayer(s) estimated 2009 adjusted gross income:**

Yes	No	
_____	_____	Single filer – Income \$75,000 or below
_____	_____	Joint filer – Income \$150,000 or below

**IMPORTANT NOTICE – AFTER CLOSING APPLICANTS MUST STILL FILE WITH THE IRS TO RECEIVE THE ACTUAL TAX CREDIT.**

**TAXPAYER AUTHORIZATION FOR THE RELEASE OF INFORMATION**

Please copy forms as necessary – one for each applicable taxpayer

I \_\_\_\_\_, the undersigned, hereby authorize the release without liability, information regarding my employment, income, and/or assets to Lee County, for the purposes of verifying information provided as part of determining eligibility for assistance under the Lee County FLHOP Program. I understand that only information necessary for determining eligibility can be requested.

Types of Information to be verified:

I understand that previous or current information regarding me may be required. Verifications that may be requested are, but not limited to:

- |   |  |
|---|--|
| 1. Personal identity                                | 2. Employment history                              |
| 3. Hours worked                                     | 4. Salary and payment frequency,                   |
| 5. Commissions, anticipated raises                  | 6. Bonuses   |
| 7. Tips   | 8. Cash held in checking accounts                  |
| 9. Cash held in savings accounts                    | 10. Interest earned from checking/savings accounts |
| 11. Dividends earned from checking/savings accounts | 12. Stocks   |
| 13. Bonds   | 14. Certificates of Deposit (CD)                   |
| 15. Individual Retirement Accounts (IRA)            | 16. Payments from Social Security                  |
| 17. Annuities                                       | 18. Insurance policies                             |
| 19. Retirement funds                                | 20. Pensions                                       |
| 21. Disability or death benefits                    | 22. Unemployment                                   |
| 23. Disability or worker’s compensation             | 24. Welfare assistance                             |
| 25. Net income from the operation of a business     | 26. Alimony or child support payments.             |

Organizations/Individuals that may be asked to provide written/oral verifications are, but not limited to:

- |  |                                    |
|--|------------------------------------|
| 1. Past/Present Employers                      | 2. Alimony/Child Support Providers |
| 3. Banks, Financial or Retirement Institutions | 4. Social Security Administration  |
| 5. State Unemployment Agency                   | 6. Veteran’s Administration        |
| 7. Welfare Agency                              | 8. Other: _____                    |

Agreement to Conditions:

I agree that a photocopy of this authorization may be used for the purposes stated above. I understand that I have the right to review this file and correct any information found to be incorrect.

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Signature of Applicant	Printed Name	Date
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Signature of Co-Applicant	Printed Name	Date
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*Note: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, “Request for Copy of Tax Return” and prepare and sign separately.*

**THIRD-PARTY VERIFICATION OF EMPLOYMENT INCOME**  
**FOR TAXPAYER(S) ONLY**

Please copy forms as necessary – one for each applicable taxpayer

State and/or Federal Regulations require us to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

I hereby authorize the release of requested information. A copy of the executed “Authorization for the Release of Information” is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

\_\_\_\_\_  
Signature of Applicant Print Name Date

\_\_\_\_\_  
Co-Applicant/Household Member Print Name Date

**Please complete the applicable sections below:**

Employer/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Employee Name: \_\_\_\_\_

**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**Please provide information about anticipated employment income during the next 12 months:**

Position: \_\_\_\_\_ Length of Time Employed: \_\_\_\_\_

Pay Rate: \$ \_\_\_\_\_ Pay Frequency (Hr, Wk, Mo): \_\_\_\_\_ # of Hours Per Week: \_\_\_\_\_

Overtime Pay Rate: \$ \_\_\_\_\_ Average Overtime Hours/Wk: \_\_\_\_\_ Likely to Continue? (circle one): Yes No

Total Annual Base Pay Earnings: \$ \_\_\_\_\_ Total Overtime Base Pay Earnings: \$ \_\_\_\_\_

Amount and Frequency of Other Compensation (bonus, raise, commission, tips): \$ \_\_\_\_\_

Vacation Pay (Y or N): \_\_\_\_\_ If yes, number of days: \_\_\_\_\_

Retirement Account (Y or N): \_\_\_\_\_ Amount Accessible to Employee: \$ \_\_\_\_\_

Total Gross Annual Income, including other compensation, for next 12 months: \$ \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset, or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

**THIRD-PARTY VERIFICATION OF ASSET INCOME FOR TAXPAYER(S) ONLY**

Please copy forms as necessary – one for each applicable taxpayer

State and/or Federal Regulations require us to verify asset income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

\_\_\_\_\_  
Signature of Applicant Print Name Date

\_\_\_\_\_  
Co-Applicant/Household Member Print Name Date

**To:** Institution Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**Please Complete the (applicable) Sections below:**

Checking Account No.	Average Monthly Balance Last 6 Months	Current Interest Rate	
Savings Account No.	Current Balance	Current Interest Rate	
Money Market Account No.	Average Monthly Balance Last 6 Months	Current Interest Rate	
Certificate of Deposit Account No.	Amount	Current Interest Rate	Withdrawal penalty
IRA, Keogh, Retirement Account No.	Amount	Current Interest Rate	Withdrawal penalty
Other Account No.	Amount	Current Interest Rate	Withdrawal penalty

Signature of authorized representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

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**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

Contact Person(s)

Lydia Lowell-Sherman, Planning Tech  
or  
Susan Strum, AICP, Senior Planner

Mailing Address

Lee County Division of Planning  
P.O. Box 398  
Fort Myers, FL 33902-0398

Street Address

Lee County Division of Planning  
1500 Monroe Street  
Fort Myers, FL 33901





**THIRD-PARTY VERIFICATION OF SOCIAL SECURITY BENEFITS**  
**FOR TAXPAYER(S) ONLY**

Please copy forms as necessary – one for each applicable taxpayer

State and/or Federal Regulations require us to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

I hereby authorize the release of requested information. A copy of the executed "Authorization for the Release of Information" is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

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Signature of Applicant \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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Co-Applicant/Household Member \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**To:** Social Security Administration  
Attn: Bill Rogers - Benefits Verification  
3650 Colonial Boulevard, First Floor  
Fort Myers, FL 33966

**Please Complete the Sections below:**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Type of Social Security Benefit: \_\_\_\_\_ Gross Monthly Amount: \$ \_\_\_\_\_

Type of Supplemental Security Benefit: \_\_\_\_\_ Gross Monthly Amount: \$ \_\_\_\_\_

Deduction for Medicare (Y or N): \_\_\_\_\_ If yes, Amount Deducted: \$ \_\_\_\_\_

Total Anticipated Gross Income for the Next 12 Months: \$ \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

**THIRD-PARTY VERIFICATION OF UNEMPLOYMENT BENEFITS**  
**FOR TAXPAYER(S) ONLY**

Please copy forms as necessary – one for each applicable taxpayer

State and/or Federal Regulations require us to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

I hereby authorize the release of requested information. A copy of the executed “Authorization for the Release of Information” is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

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Signature of Applicant	Print Name	Date
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Co-Applicant/Household Member	Print Name	Date
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**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**To:** Agency for Workforce Innovation  
Unemployment Claims  
4350 Fowler Street  
Fort Myers, FL 33901

**Please Complete the (applicable) Sections below:**

Name: \_\_\_\_\_

Are Benefits being paid now (Y or N): \_\_\_\_\_ If Yes, Gross Weekly Payments:\$ \_\_\_\_\_

Date of Initial Payment: \_\_\_\_\_ Duration of Benefits: \_\_\_\_\_

Claimant Eligible for Future Benefits (Y or N): \_\_\_\_\_ If Yes, provide # of weeks: \_\_\_\_\_

If No, Provide Date of Benefits Termination or Maximum Duration of Benefits: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

**THIRD-PARTY VERIFICATION OF CHILD SUPPORT PAYMENTS**  
**FOR TAXPAYER(S) ONLY**

Please copy forms as necessary – one for each applicable taxpayer

State and/or Federal Regulations require us to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

I hereby authorize the release of requested information. A copy of the executed “Authorization for the Release of Information” is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

---

Signature of Applicant \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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Co-Applicant/Household Member \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\*

To: Florida Department of Revenue  
Child Support Enforcement

Fax to: (239)278-7466

**Please complete the (applicable) Sections below:**

Name of person paying child support: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Children’s names: \_\_\_\_\_

Amount of support \$ \_\_\_\_\_ Paid: \_\_\_\_\_ Weekly \_\_\_\_\_ Monthly \_\_\_\_\_ Yearly

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

**THIRD-PARTY VERIFICATION OF PENSION AND ANNUITIES**  
**FOR TAXPAYER(S) ONLY**

Please copy forms as necessary – one for each applicable taxpayer

State and/or Federal Regulations require us to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

I hereby authorize the release of requested information. A copy of the executed “Authorization for the Release of Information” is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

---

Signature of Applicant \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

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Co-Applicant/Household Member \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

To: Institution Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**Please complete the (applicable) Sections below:**

Current monthly gross amount of pension or annuity: \$ \_\_\_\_\_

Deduction from Gross for Medical insurance premiums \$ \_\_\_\_\_

Date of initial award \$ \_\_\_\_\_ Effective date of current amount \_\_\_\_\_

Expected change in current amount: \_\_\_\_\_ New amount \$ \_\_\_\_\_

Contribution to company retirement/pension fund \$ \_\_\_\_\_

Amount received in lump sum \$ \_\_\_\_\_ Date \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901



## Application for Funding (FLHOP)

### **The FLHOP Income Certification is for the entire household – not just the taxpayers(s)**

Please fill out the top portion of each applicable Household Income Verification Form (not all clients will need all forms) and return to Lee County Planning. Please copy forms as necessary – one for each applicable household member (including minors). County staff will send out the Income Verification Forms to calculate and confirm the household income.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901

County staff will also calculate the Debt to Income Ratio for the household. The principal, interest taxes and insurance should not exceed 30% of the gross household income. The household total debt including monthly housing payments (PITI) should not exceed 41% of gross household income.

Lender Referral Form

**Lender Information**

The Applicant/Potential Borrower identified below appears to meet the basic eligibility requirements of the Lee County Florida Homebuyer Opportunity Program based on preliminary information received with their mortgage application.

Name of Lending Institution: \_\_\_\_\_

Address of Lending Institution: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Loan Officer: \_\_\_\_\_ Loan Processor: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address(s): \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Borrower(s) Information**

Borrowers Name(s): \_\_\_\_\_

Phone Numbers: Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail Addresses: \_\_\_\_\_

Annual Household Income \$ \_\_\_\_\_ Total Assets of Borrower(s) \$ \_\_\_\_\_

Co-Borrower(s) Name: \_\_\_\_\_

Phone Numbers: Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail Addresses: \_\_\_\_\_

Annual Household Income \$ \_\_\_\_\_ Total Assets of Borrower(s) \$ \_\_\_\_\_

**Property Information**

Address of Property to be Purchased: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

STRAP Number(s): \_\_\_\_\_

Type of Housing :   Single Family (detached) \_\_\_\_\_ Duplex \_\_\_\_\_ Townhouse \_\_\_\_\_  
Multi-Family Unit \_\_\_\_\_ Other (specify \_\_\_\_\_) \_\_\_\_\_

**Mortgage/Financing Information**

Monthly Payments (PITI) \$ \_\_\_\_\_ Current Monthly Debt Payments \$ \_\_\_\_\_

Purchase Price \$ \_\_\_\_\_ Appraised Value: \$ \_\_\_\_\_

1<sup>st</sup> Mortgage Amount \$ \_\_\_\_\_ Amount of Down Payment \$ \_\_\_\_\_

Estimated Amount of Closing Costs \$ \_\_\_\_\_

Final Mortgage Commitment Rec'd? \_\_\_\_\_ Estimated Closing Date \_\_\_\_\_

## BORROWER(S) INFORMATION

Gross Annual Income: \$ \_\_\_\_\_ Income Category (ELI, VL, LI, MI, Other): \_\_\_\_\_

General Information	Applicant	Co-Applicant
Full Name:		
Social Security #:		
Date of Birth/Age:		
Current Street Address:		Home Phone:
City:	State/Zip:	Work Phone:
Mailing Address:		Other Phone:
City:	State/Zip:	E-Mail Address:

Other Household Members:

Name(s)	Social Security #	Date of Birth/Age	Relationship to Applicant	Full-Time Student Yes or No
1.				
2.				
3.				
4.				
5.				
6.				

Applicant Employment Information:

Employee Name:	Employer Name:	
Position:	Supervisor:	
Address/Phone:		Time Employed:
Pay Rate:		Pay Frequency:
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$		

Co-Applicant Employment Information:

Employee Name:	Employer Name:	
Position:	Supervisor:	
Address/Phone:		Time Employed:
Pay Rate:		Pay Frequency:
Annual Income (gross salary, overtime, tips, bonuses, etc.): \$		

Other Sources of Income (For ALL Household Members 18 and Over, List Business or Rental Net Income, Child Support, Alimony, Social Security, Pensions, Unemployment or Workers Compensation, Welfare Payments, etc.)

Household Member:	Source of Income:
Name of Company/Agency/Person Providing Income:	
Address/State/Zip Code:	
Phone:	Pay Frequency:
Annual Gross Income from this source: \$	

Household Member:	Source of Income:
Name of Company/Agency/Person Providing Income:	
Address/State/Zip Code:	
Phone:	Pay Frequency:
Annual Gross Income (before taxes) from this source: \$	

Assets and Asset Income (For ALL Household Members, Including Minors, List Checking and Savings Accounts, IRA, CD, Bonds, Stocks, Equity in Properties, etc.)

Household Member:	Type of Asset/Account Number:
Name of Bank/Company Holding Asset:	
Address/State/Zip Code:	
Phone:	Asset Value:
Annual Gross Income from this source: \$	

Household Member:	Type of Asset/Account Number:
Name of Bank/Company Holding Asset:	
Address/State/Zip Code:	
Phone:	Asset Value:
Annual Gross Income (before taxes) from this source: \$	

Liabilities (For ALL Household Members 18 and Over, List Credit Card Debt, and Auto, Real Estate and Mortgage Loans, etc.)

Household Member:	Type of Liability:
Name of Creditor	
Address/State/Zip Code:	
Phone:	Monthly Payment:
Balance Owed:	

Household Member:	Type of Liability:
Name of Creditor	
Address/State/Zip Code:	
Phone:	Monthly Payment:
Balance Owed:	

*Ethnicity/Special Needs (For reporting purposes only, please check all that apply for Head of Household Only):*

White \_\_\_ Black \_\_\_ Hispanic \_\_\_ Asian/Pacific Islander \_\_\_ Native American \_\_\_ Other \_\_\_\_\_

Is anyone in the household: \_\_\_ Elderly \_\_\_ Physically Disabled \_\_\_ Developmentally Disabled  
 \_\_\_ Farm worker \_\_\_ Homeless \_\_\_ Other: \_\_\_\_\_

*I/we understand that Florida Statute 817 provides that willful false statements or misrepresentation concerning income; asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083. I/we further understand that any willful misstatement of information will be grounds for disqualification. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for program assistance. I/we agree to provide any documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record.*

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Applicant Signature

Date

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Co-Applicant

Date



**HOUSEHOLD AUTHORIZATION FOR THE RELEASE OF INFORMATION**

Please copy forms as necessary – one for each applicable household member (including minors)

I \_\_\_\_\_, the undersigned, hereby authorize the release without liability, information regarding my employment, income, and/or assets to Lee County, for the purposes of verifying information provided as part of determining eligibility for assistance under the Lee County FLHOP Program. I understand that only information necessary for determining eligibility can be requested.

Types of Information to be verified:

I understand that previous or current information regarding me may be required. Verifications that may be requested are, but not limited to:

- |   |  |
|---|--|
| 1. Personal identity                                | 2. Employment history                              |
| 3. Hours worked                                     | 4. Salary and payment frequency,                   |
| 5. Commissions, anticipated raises                  | 6. Bonuses   |
| 7. Tips   | 8. Cash held in checking accounts                  |
| 9. Cash held in savings accounts                    | 10. Interest earned from checking/savings accounts |
| 11. Dividends earned from checking/savings accounts | 12. Stocks   |
| 13. Bonds   | 14. Certificates of Deposit (CD)                   |
| 15. Individual Retirement Accounts (IRA)            | 16. Payments from Social Security                  |
| 17. Annuities                                       | 18. Insurance policies                             |
| 19. Retirement funds                                | 20. Pensions                                       |
| 21. Disability or death benefits                    | 22. Unemployment                                   |
| 23. Disability or worker’s compensation             | 24. Welfare assistance                             |
| 25. Net income from the operation of a business     | 26. Alimony or child support payments.             |

Organizations/Individuals that may be asked to provide written/oral verifications are, but not limited to:

- |  |                                    |
|--|------------------------------------|
| 1. Past/Present Employers                      | 2. Alimony/Child Support Providers |
| 3. Banks, Financial or Retirement Institutions | 4. Social Security Administration  |
| 5. State Unemployment Agency                   | 6. Veteran’s Administration        |
| 7. Welfare Agency                              | 8. Other: _____                    |

Agreement to Conditions:

I agree that a photocopy of this authorization may be used for the purposes stated above. I understand that I have the right to review this file and correct any information found to be incorrect.

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Signature of Applicant	Printed Name	Date
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Signature of Co-Applicant	Printed Name	Date
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*Note: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, “Request for Copy of Tax Return” and prepare and sign separately.*

**AFFIDAVIT**  
**BORROWER(S) ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**  
**PERTAINING TO THE SECOND MORTGAGE LOAN IN CONJUNCTION WITH**  
**THE LEE COUNTY FLHOP PROGRAM**

I/We \_\_\_\_\_, purchaser(s) of property located at \_\_\_\_\_ acknowledge that we have requested FLHOP funds to aid in the purchase of the above referenced property through the Lee County FLHOP Program.

I/We as purchaser(s) acknowledge by signing this statement that I/We are fully aware of and intend to abide by the following terms and conditions:

- ❖ I/We intend to occupy this property as my/our principal residence. I/We will maintain adequate homeowners/fire and extended coverage and flood insurance, as applicable, showing Lee County, a political subdivision, as the Second Mortgagee.
- ❖ The Mortgage may be subordinated only with the written approval of the Lee County SHIP Program.
- ❖ The amount of the assistance provided will be subject to a subordinate mortgage for 15 years on the property in the amount of the subsidy. The mortgage is zero interest, deferred payment, non-amortizing and will be payable in full at maturity.
- ❖ If the loan is not repaid within the earlier of 18 months after the closing date of the loan or 10 days after receipt of their federal income tax refund, repayment will be the principal amount of the mortgage along with an additional 10% penalty.
- ❖ I/We are expected to use my/our federal income tax return to fully repay the loan. If the county receives repayment within the earlier of 18 months after the closing date of the loan or 10 days after the receipt of their federal income tax refund, the county shall waive all charges and repayment will require only the principal amount of the mortgage with no penalty.
- ❖ If I/We vacate, transfer, assign, sell, refinance, mortgage, or in any manner encumber or dispose of all or a portion of, or any interest in the premises without the approval of the Lee County SHIP Program before the maturity date of the mortgage, the whole amount of the indebtedness secured by the Mortgage and any applicable penalty shall become immediately due and payable. Partial repayment will not be accepted.

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Signature of Applicant

Printed Name

Date

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Signature of Co-Applicant

Printed Name

Date



## THIRD-PARTY VERIFICATION OF HOUSEHOLD ASSET INCOME

Please copy forms as necessary – one for each applicable household member (including minors)

State and/or Federal Regulations require us to verify asset income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

\_\_\_\_\_  
Signature of Applicant Print Name Date

\_\_\_\_\_  
Co-Applicant/Household Member Print Name Date

**To:** Institution Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**Please Complete the (applicable) Sections below:**

Checking Account No.	Average Monthly Balance Last 6 Months	Current Interest Rate	
Savings Account No.	Current Balance	Current Interest Rate	
Money Market Account No.	Average Monthly Balance Last 6 Months	Current Interest Rate	
Certificate of Deposit Account No.	Amount	Current Interest Rate	Withdrawal penalty
IRA, Keogh, Retirement Account No.	Amount	Current Interest Rate	Withdrawal penalty
Other Account No.	Amount	Current Interest Rate	Withdrawal penalty

Signature of authorized representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

Contact Person(s)

Lydia Lowell-Sherman, Planning Tech  
or  
Susan Strum, AICP, Senior Planner

Mailing Address

Lee County Division of Planning  
P.O. Box 398  
Fort Myers, FL 33902-0398

Street Address

Lee County Division of Planning  
1500 Monroe Street  
Fort Myers, FL 33901

**THIRD-PARTY VERIFICATION OF HOUSEHOLD INCOME FROM BUSINESS**

Please copy forms as necessary – one for each applicable household member (including minors)

State and/or Federal Regulations require us to verify employment history and income information for the person that has provided authorization below, in order to determine their eligibility for program assistance. Your cooperation in providing the requested information below is most appreciated.

**Authorization:**

I hereby authorize the release of requested information. A copy of the executed “Authorization for the Release of Information” is attached which indicates my agreement with the release of information requested for the sole purpose of determining eligibility for program assistance.

Signature of Applicant \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant/Household Member \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

To: Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*\*\*\*\*Applicants – Do Not Write Below This Line\*\*\*\*\***

**Please complete the (applicable) Sections below:**

Dates Business Transacted from: \_\_\_\_\_ Gross Income: \_\_\_\_\_

Expenses (Provide Amounts for Applicable Expenses):

Interest on Loans: \$ \_\_\_\_\_ Costs of goods/materials: \$ \_\_\_\_\_

Rent: \$ \_\_\_\_\_ Utilities: \$ \_\_\_\_\_

Wages/Salaries: \$ \_\_\_\_\_ Employee Contributions: \$ \_\_\_\_\_

Federal Withholding Tax: \$ \_\_\_\_\_ State Withholding Tax: \$ \_\_\_\_\_

FICA: \$ \_\_\_\_\_ Sales Tax: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

Straight Line Depreciation: \_\_\_\_\_ Total Expenses: \$ \_\_\_\_\_

Net Income: \$ \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income, asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 and 775.083.

**Please return information to:** A self-addressed return envelope is enclosed or you may fax to: (239) 485-8319.

<u>Contact Person(s)</u>	<u>Mailing Address</u>	<u>Street Address</u>
Lydia Lowell-Sherman, Planning Tech or Susan Strum, AICP, Senior Planner	Lee County Division of Planning P.O. Box 398 Fort Myers, FL 33902-0398	Lee County Division of Planning 1500 Monroe Street Fort Myers, FL 33901













THIS INSTRUMENT PREPARED BY:  
Planning Division, Dept. of Community Development  
Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

This Mortgage is exempt from payment of Intangible Taxes

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**FLORIDA HOMEBUYER OPPORTUNITY PROGRAM  
SECOND MORTGAGE**

**THIS SECOND MORTGAGE** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“Mortgagor”), in the favor of LEE COUNTY, a political subdivision in the State of Florida, (“Mortgagee”), which terms, “Mortgagor” and “Mortgagee,” shall include heirs, legal representatives, successors, and assigns.

Mortgagor is justly indebted to Mortgagee in the principal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which is evidenced by a Second Mortgage Note (the “Note”) executed by Mortgagor in favor of Mortgagee dated of even date, the terms and conditions of which are incorporated in and made a part of this Second Mortgage by reference. The Note provides for payments of principal and interest in the manner stated in the Note and has a maturity date of \_\_\_\_\_, 20\_\_\_\_ (15 years).

**TO SECURE** to Mortgagee the repayment of the indebtedness evidenced by the Note and the performance of the covenants and agreements contained in this Second Mortgage and the Note, Mortgagor does hereby grant unto Mortgagee all that certain land situated in Lee County, Florida, more particularly described as follows:

**LEGAL DESCRIPTION OF PROPERTY**

Strap # \_\_\_\_\_  
Address \_\_\_\_\_

**TOGETHER** with all and singular the tenements, hereditaments, easements, and appurtenances, and all structures, buildings, and improvements of every kind and description now or hereafter on the land shall be deemed to be and remain a part of the real Property covered by this Second Mortgage.

All of the above described Property and interests are referred to in this Mortgage as the “Premises.”

Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Premises in fee simple and has full power and lawful right to convey the Premises; that the Premises are free from all encumbrances except for a First Mortgage given to \_\_\_\_\_ (the “First Mortgage”). Mortgagor will make such other and further assurances to perfect the fee simple title to the Premises by Mortgagee as may reasonably be required; and Mortgagor fully warrants and will defend generally the title to the Premises against the lawful claims of all persons whomsoever. The Second Mortgage is expressly made subject and subordinate to the terms and conditions specified in the First Mortgage.

**AND SO LONG AS** the Premises are subject to the First and Second Mortgage, Mortgagor agrees that Mortgagor shall perform all of Mortgagor’s obligations under the First and Second Mortgage, including making payments when due.

**FURTHERMORE**, any default by Mortgagor under the First Mortgage shall constitute a default under this Mortgage, and Mortgagee shall have all the rights and privileges granted to it under this Mortgage in the event of such default.

**ADDITIONALLY**, Mortgagee, at its election, and without notice to Mortgagor, may make, but shall not be obligated to make, any payments Mortgagor has failed to make under the First and Second Mortgages. Mortgagee may add the amount of those payments to the principal debt secured by this Mortgage. Any payment by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of the Mortgagor's default under this Mortgage.

**PROVIDED ALWAYS** that if Mortgagor pays to Mortgagee the principal sum of the Note and all other sums secured by this Mortgage and performs and complies with all the provisions of this Mortgage and the Note, then this Mortgage and the estate granted by it shall cease and become void.

**AND MORTGAGOR COVENANTS** and agrees with Mortgagee that until the indebtedness secured by this Mortgage is fully repaid:

1. Performance. The Mortgagor expressly covenants and agrees to perform, comply with, and abide by, each and every one of the covenants, stipulations, agreements, and conditions contained and set forth in the Note, this Mortgage and any and all other documents and instruments executed and delivered by the Mortgagor to and in favor of the Mortgagee as security for, evidence of, or otherwise connected with, or incidental to, the loan transaction evidenced by the Note and secured by this Mortgage.

2. Payment of Indebtedness. Mortgagor shall promptly pay when due all principal and interest and others sums of money payable according to the terms of the First Mortgage and Note and this Mortgage.

3. Taxes and Assessment. Mortgagor shall pay, before they become delinquent, all taxes, assessments, and encumbrances of every nature that may for any and all purposes be payable, assessed, or imposed on the Premises or any part thereof. Notwithstanding the foregoing, Mortgagor shall have the right to contest any tax or assessment made against the Premises provided that Mortgagor shall comply with the appropriate procedures for such contest established by law, ordinances, or otherwise.

4. No Waste. Mortgagor will permit, commit, or suffer no waste, impairment, or deterioration of the Premises and will keep and maintain all improvements now and hereafter on the Premises in sound condition and good repair.

5. Insurance. Mortgagor shall keep the dwelling and eligible appurtenant structure(s) insured against loss by the perils of fire, extended coverage, vandalism, and malicious mischief (FEC, V & MM) for an amount equal to or greater than the actual cash value (ACV) of the said dwelling and appurtenant structure(s). The amount of coverage shall comply with the policy coinsurance requirements, if any. The policy shall name the Lee County Board of County Commissioners as a Second Mortgagee and shall be with insurers acceptable to the County. The Mortgagor shall provide a certificate of insurance to the Lee County Risk Manager prior to the closing of the mortgage agreement. Said certificate shall provide a minimum of ten (10) days prior notice of cancellation.

The Mortgagor agrees that the County does not in any way represent that the type or amount of insurance is sufficient or adequate to protect the Mortgagor's interests or liabilities, but is merely a minimum. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives which indicate less coverage than required does not constitute a waiver of the Mortgagor's obligation to fulfill the insurance requirements herein.

The beneficiaries' rights to collect and apply insurance proceeds are subject and subordinate to the rights of the senior lien holder to collect and apply such proceeds in accordance with the First Mortgage.

6. Right to Cure. In the case of any breach under this Mortgage by Mortgagor, Mortgagee may, at its option, and after at least 10 days notice to Mortgagor, expend any sums necessary to cure such default, and all sums so expended shall be secured by this Mortgage and shall bear interest at the rate of 2 percent over the prime interest rate per annum.

7. Acceleration. The whole of the indebtedness secured by this Mortgage shall become due and payable, at the option of Mortgagee:

- a. After default in the performance of any covenant in this Mortgage which remains uncured for 15 days after notice of default, or
- b. Upon institution of foreclosure proceedings of any other mortgage or lien affecting the Premises, which is not dismissed within 15 days.

This Mortgage may be foreclosed, and all cost and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. Senior lender shall be notified in writing of all default and acceleration proceedings.

8. Occupancy, Encumbrance, Transfer of Premises. The Mortgagor shall notify the Mortgagee in the event the Mortgagor vacates, transfers, assigns, sells, refinances, mortgages, or in any manner encumbers or disposes of all or a portion of, or any interest in the Premises. Upon the happening of any such event, and at the Mortgagee's option, the whole amount of the indebtedness secured by this Mortgage shall become immediately due and payable and shall bear interest at the rate of 2 percent over the prime interest rate from the date of such transfer, assignment, sale, refinancing, mortgage, non-occupancy, or other conveyance until paid in full. Should the outstanding indebtedness not be satisfied on the date of such transfer, assignment, sale, refinancing, mortgage, non-occupancy, or other conveyance, this Mortgage may be foreclosed, and all costs and expenses of collection by foreclosure or otherwise, including attorney's fees, shall be paid by Mortgagor and secured by this Mortgage. That so long as the Note secured hereunder remains outstanding, the Mortgagor shall neither voluntarily or involuntarily permit the Mortgaged Property or any part thereof to become subject to any other lien, mortgage, security interest or encumbrance of any kind whatsoever without the prior written consent of the Mortgagee.

9. Receiver. In the event suit is instituted to foreclose this Mortgage or to enforce payment of any claims under this Mortgage, Mortgagee shall be entitled to the appointment of a receiver to take charge of the Premises, to collect the rents, and to care for the Premises, and such appointment shall be made by the court having jurisdiction thereof as a matter of absolute right to the Mortgagee, and all rents, profits, incomes, issues, and revenues of the Premises are hereby assigned and pledged as further security for payment of the Mortgage indebtedness, with the right on the part of Mortgagee at any time after default under this Mortgage to demand and receive and apply the same to the indebtedness secured by this Mortgage.

10. Condemnation. In the event all or any part of the Premises shall be condemned or taken for public use under powers of eminent domain, the proceeds of any award or claim for damages, direct or consequential, connected with the condemnation or taking are hereby assigned and shall be paid to Mortgagee up to the amount of the outstanding indebtedness secured by this Mortgage. Such condemnation or application shall not otherwise affect or vary the obligation of Mortgagor to pay the indebtedness.

11. Notice. Any Notices permitted or required under this Mortgage or the Note shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows or as otherwise designated by written notice given in the same manner:

As to Mortgagor:

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As to Mortgagee:

Lee County Department of Community Development  
Division of Planning  
P.O. Box 398  
Fort Myers, FL 33902-0398

12. Parties Bound. This Mortgage shall be binding on and inure to the benefits of the parties and their respective heirs, personal representatives, administrators, successors, and assigns. Mortgagor's covenants and agreements shall be joint and several.

13. Severability. If any provision of this Mortgage shall be invalid or unenforceable under applicable law, the remainder of the Mortgage which can be given effect without the invalid provision shall be enforceable to the maximum extent permitted by law.

14. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Second Mortgage.

15. Applicable Law. This Mortgage shall be governed by and constructed in accordance with the laws of the State of Florida.

16. Compliance with Laws. Mortgagor warrants and represents that Mortgagor has complied, and shall hereafter comply, with all valid laws, ordinances, regulations, and orders of Federal, State, local and other governmental authorities that relate to the Premises, including the Florida Homebuyer Opportunity/State Housing Initiatives Partnership program.

17. Remedies Cumulative. In the event of a default in payments due under the Note which remains uncured for 15 days after the due date, or in the event of any other default under this Mortgage which remains uncured for 15 days after notice from Mortgagee to Mortgagor, Mortgagee shall have, in addition to other rights and remedies specified in this Mortgage, all other rights and remedies provided by law or in the Note. The remedies of Mortgagee shall be cumulative and concurrent, and may be pursued singularly, successively, or together at the sole discretion of Mortgagee, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor.

**IN WITNESS WHEREOF**, this Second Mortgage has been given, executed, and delivered by Mortgagor on the date first above written.

In the Presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagor

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Serial Number

THIS INSTRUMENT PREPARED BY:  
Planning Division, Dept. of Community Development  
Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

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**FLORIDA HOMEBUYER OPPORTUNITY PROGRAM  
SECOND MORTGAGE NOTE**

Date: \_\_\_\_\_

Lee County, Florida

This Note is secured by a Second Mortgage on real property located in Lee County, Florida, of the same date as this Note and executed by Maker(s) in favor of Lee County. This Promissory Note and the Second Mortgage securing payment of this Promissory Note is expressly made subject and subordinate to the terms and conditions specified in that certain Promissory Note having an original principal face amount

of \_\_\_\_\_ dollars, dated \_\_\_\_\_ (the "First

Note"), made by Borrower payable to \_\_\_\_\_ (the "First Lender")

and secured by that certain Mortgage recorded in the Clerk's Office of Lee County, Florida (the "First Mortgage").

**FOR VALUE RECEIVED**, the undersigned jointly and severally promise to pay to the order of Lee County, the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) with the first and final installment in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) being payable on \_\_\_\_\_ (15-year maturation) unless sooner repayment is required in accordance with the terms of this Note.

The Maker(s) of this Promissory Note have been granted a "Deferred Repayment Loan," the terms of which are intended to ensure that any FLORIDA HOMEBUYER OPPORTUNITY PROGRAM funds utilized to facilitate the purchase of this Property are recaptured and utilized to assist another home buyer.

The terms of this Note do not require that payments of interest be made as long as the makers comply with the following conditions and provisions:

1. Maker(s) shall occupy the Property as their principal residence. Subletting of the Property is not allowed even on a temporary basis. Failure to abide by the principal occupancy requirements can result in foreclosure and forfeiture of any equity the Maker(s) may have in the Property. The Maker(s) shall be required to submit proof of principal occupancy to Lee County on an annual basis beginning on the anniversary of the first-year occupancy and annually until the end of the amortization period. Such proof shall include: proof of homestead exemption, copies of paid receipts for taxes and insurance, and copies of insurance certificates for owner-occupied Property listing Lee County as Mortgage holder. If the Maker(s) fail to provide sufficient proof of occupancy in a timely manner, the County may contract with an independent title company to perform

the necessary title recertification, the cost of which will be added to the principal amount of this Promissory Note.

In the event the Maker(s) cease principal occupancy, transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement, then the principal amount of this Note shall become immediately due and payable.

2. The homebuyer is expected to use their federal income tax return to fully repay the loan. If the county receives repayment from the homebuyer within the earlier of 18 months after the closing date of the loan or 10 days after the receipt of their federal income tax refund, the county shall waive all interest charges. A homebuyer who fails to fully repay the loan within 18 months shall be subject to repayment terms as described below.

- a) The amount of the assistance provided will be subject to a subordinate mortgage for 15 years on the property in the amount of the subsidy. The mortgage is zero interest, deferred payment, non-amortizing and will be payable in full at maturity.
- b) If the loan is repaid within the earlier of 18 months after the closing date of the loan or 10 days after receipt of their federal income tax refund, repayment will require only the principal amount of the mortgage with no penalty.
- c) If the loan is not repaid within the earlier of 18 months after the closing date of the loan or 10 days after receipt of their federal income tax refund, repayment will be the principal amount of the mortgage along with an additional 10% penalty.

3. The Maker(s) shall not refinance the indebtedness secured by this Promissory Note without receiving prior approval by Lee County. The County prior to granting approval shall review the proposed refinancing in order to ensure that there will be sufficient equity after the proposed refinancing to recapture the Florida Homebuyer Opportunity/SHIP monies.

4. The Maker(s) shall immediately contact the County to obtain approval should they desire to transfer, assign, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note prior to fulfilling this agreement. The County shall have the authority to disapprove any disposal where the proceeds of such would be less than fair-market value as determined by an independent appraisal by a State Certified Residential Appraiser.

In the event of a sale, the proceeds of such shall be applied as follows:

a. If the sales price is sufficient, the proceeds will be applied as follows: 1) first to pay off the balance of the First Mortgage; and 2) the balance of the Second Mortgage representing the full subsidy as referenced by this Note. Any funds in excess remaining after all these items are repaid due to the appreciated value of the Property will be paid to the Maker(s).

5. If the Maker(s) comply with the principal occupancy requirements and do not transfer, assign, refinance, sell, or in any manner dispose of all or a portion of the Property which is subject to the Second Mortgage securing this Note, then the entire sum according to the terms of this Note will be due and payable in full at the end of the mortgage period which is FIFTEEN (15) YEARS.

6. The County shall have the option, without notice to Maker(s), to declare the entire principal balance of this Note to be due and payable forthwith in advance of the maturity date upon the failure of Maker(s) to perform in accordance with any of the terms, covenants, or conditions of the Second Mortgage securing this Note or to pay any amount due under this Note. Forbearance by the County to exercise this option with respect

to any failure to breach of Maker(s) shall not constitute a waiver of the right as to any continuing or subsequent failure or breach.

7. Maker(s) may prepay this Note in full at any time without penalty. Such repayment will be returned to the Lee County Florida Homebuyer Opportunity Program/SHIP Program Trust Fund.

8. Violation of any of the provisions contained herein may be deemed a default at the option of Lee County, Florida. Lee County, Florida, shall give fifteen (15) days written notice as to the termination of the Promissory Note and the balance shall become due and payable at the end of said fifteen (15) days. The indebtedness represented by this Promissory Note is secured by a mortgage of even date from the Maker(s) herein to the payee with respect to those certain premises located at:

\_\_\_\_\_ Lee County, Florida.

This Note and the Second Mortgage securing it shall be governed by and constructed in accordance with the laws of the State of Florida.

Maker(s) waives presentment, notice of dishonor, and protest and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, for the services of legal counsel employed to collect this Note or protect its security upon maturity or default.

**MAKER(S):**

DOCUMENTARY STAMPS IN THE AMOUNT REQUIRED BY FLORIDA LAW HAVE BEEN PURCHASED AND AFFIXED TO THE MORTGAGE OF EVEN DATE WHICH SECURES THIS NOTE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Typed or Printed Name**

## 2009 Single-Taxpayer Household Income Limits Adjusted to Family Size and Maximum Monthly Payment

This form indicates income and the maximum amount of that income - 30% that households should pay for monthly mortgage payments (including principal, interest, taxes and insurance) or rent plus utilities.

% of Yearly Median Income	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income 30%	\$12,750.00	\$14,550.00	\$16,400.00	\$18,200.00	\$19,650.00	\$21,100.00	\$22,550.00	\$24,000.00
<b>Maximum Monthly Payment</b>	<b>\$318.75</b>	<b>\$363.75</b>	<b>\$410.00</b>	<b>\$455.00</b>	<b>\$491.25</b>	<b>\$527.50</b>	<b>\$563.75</b>	<b>\$600.00</b>
Very Low Income 50%	\$21,250.00	\$24,300.00	\$27,300.00	\$30,350.00	\$32,800.00	\$35,200.00	\$37,650.00	\$40,050.00
<b>Maximum Monthly Payment</b>	<b>\$531.25</b>	<b>\$607.50</b>	<b>\$682.50</b>	<b>\$758.75</b>	<b>\$820.00</b>	<b>\$880.00</b>	<b>\$941.25</b>	<b>\$1,001.25</b>
Low Income 80%	\$34,000.00	\$38,850.00	\$43,700.00	\$48,550.00	\$52,450.00	\$56,300.00	\$60,200.00	\$64,100.00
<b>Maximum Monthly Payment</b>	<b>\$850.00</b>	<b>\$971.25</b>	<b>\$1,092.50</b>	<b>\$1,213.75</b>	<b>\$1,311.25</b>	<b>\$1,407.50</b>	<b>\$1,505.00</b>	<b>\$1,602.50</b>
Moderate Income 120%	\$51,000.00	\$58,320.00	\$65,520.00	\$72,840.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
<b>Maximum Monthly Payment</b>	<b>\$1,275.00</b>	<b>\$1,458.00</b>	<b>\$1,638.00</b>	<b>\$1,821.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>
Workforce Income 140%	\$59,500.00	\$68,040.00	\$75,000.00	\$75,000.00				
<b>Maximum Monthly Payment</b>	<b>\$1,487.50</b>	<b>\$1,701.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>				
Above Workforce Households	\$75,000.00	\$75,000.00						
<b>Maximum Monthly Payment</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>						

**Households must pass a dual-eligibility income test qualifying both for the Tax Credit based on their 2008 Income Tax Return and FLOP Anticipated Income for the next 12 months**

### Ineligible Households

**Maximum Price of a New or Existing House: \$258,690**

MSA: Cape Coral-Fort Myers

**FY 2009 Yearly median income for a household with four persons: \$60,700.00**

These income guidelines are updated periodically by the U.S. Department of Housing and Urban Development (HUD). This table indicates income eligibility for the Florida Homebuyer Opportunity Program (FLHOP program) and the maximum amounts FLHOP beneficiaries may pay for monthly mortgage payments (including principal, interest, taxes and insurance) according to figures released March 19, 2009.

## 2009 Joint-Filing Taxpayer Household Income Limits Adjusted to Family Size and Maximum Monthly Payment

This form indicates income and the maximum amount of that income - 30% that households should pay for monthly mortgage payments (including principal, interest, taxes and insurance) or rent plus utilities.

% of Yearly Median Income	Number of Persons in Household							
	1	2	3	4	5	6	7	8
Extremely Low Income 30%		\$14,550.00	\$16,400.00	\$18,200.00	\$19,650.00	\$21,100.00	\$22,550.00	\$24,000.00
<b>Maximum Monthly Payment</b>		<b>\$363.75</b>	<b>\$410.00</b>	<b>\$455.00</b>	<b>\$491.25</b>	<b>\$527.50</b>	<b>\$563.75</b>	<b>\$600.00</b>
Very Low Income 50%		\$24,300.00	\$27,300.00	\$30,350.00	\$32,800.00	\$35,200.00	\$37,650.00	\$40,050.00
<b>Maximum Monthly Payment</b>		<b>\$607.50</b>	<b>\$682.50</b>	<b>\$758.75</b>	<b>\$820.00</b>	<b>\$880.00</b>	<b>\$941.25</b>	<b>\$1,001.25</b>
Low Income 80%		\$38,850.00	\$43,700.00	\$48,550.00	\$52,450.00	\$56,300.00	\$60,200.00	\$64,100.00
<b>Maximum Monthly Payment</b>		<b>\$971.25</b>	<b>\$1,092.50</b>	<b>\$1,213.75</b>	<b>\$1,311.25</b>	<b>\$1,407.50</b>	<b>\$1,505.00</b>	<b>\$1,602.50</b>
Moderate Income 120%		\$58,320.00	\$65,520.00	\$72,840.00	\$78,720.00	\$84,480.00	\$90,360.00	\$96,120.00
<b>Maximum Monthly Payment</b>		<b>\$1,458.00</b>	<b>\$1,638.00</b>	<b>\$1,821.00</b>	<b>\$1,968.00</b>	<b>\$2,112.00</b>	<b>\$2,259.00</b>	<b>\$2,403.00</b>
Workforce Income 140%		\$68,040.00	\$76,440.00	\$84,980.00	\$91,840.00	\$98,560.00	\$105,420.00	\$112,140.00
<b>Maximum Monthly Payment</b>		<b>\$1,701.00</b>	<b>\$1,911.00</b>	<b>\$2,124.50</b>	<b>\$2,296.00</b>	<b>\$2,464.00</b>	<b>\$2,635.50</b>	<b>\$2,803.50</b>
Above Workforce Households		\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
<b>Maximum Monthly Payment</b>		<b>\$3,750.00</b>	<b>\$3,750.00</b>	<b>\$3,750.00</b>	<b>\$3,750.00</b>	<b>\$3,750.00</b>	<b>\$3,750.00</b>	<b>\$3,750.00</b>

**Households must pass a dual-eligibility income test qualifying both for the Tax Credit based on their 2008 Income Tax Return and FLOP Anticipated Income for the next 12 months**

**Ineligible Households**

**Maximum Price of a New or Existing House: \$258,690**

MSA: Cape Coral-Fort Myers

**FY 2009 Yearly median income for a household with four persons: \$60,700.00**

These income guidelines are updated periodically by the U.S. Department of Housing and Urban Development (HUD). This table indicates income eligibility for the Florida Homebuyer Opportunity Program (FLHOP program) and the maximum amounts FLHOP beneficiaries may pay for monthly mortgage payments (including principal, interest, taxes and insurance) according to figures released March 19, 2009.