

**FLORIDA HOUSING FINANCE CORPORATION**

**HOME Program  
Homebuyer / Homeowner Assistance Agreement**

**BORROWER:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between the Florida Housing Finance Corporation, a Corporation and instrumentality of the State of Florida, (hereinafter referred to as “Florida Housing”), and \_\_\_\_\_ (hereinafter referred to as the “Borrower”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. WHEREAS, the State of Florida has been designated by the United States Department of Housing and Urban Development as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program (“HOME Program”) as provided in 24 CFR Part 92; and
- B. WHEREAS, the Florida Housing has been designated by the State of Florida as the allocating authority for HOME funds; and
- C. WHEREAS, Section 420.5089, Fla. Stat., requires that the Corporation make loans in the administration of the HOME program;
- D. WHEREAS, the Corporation has agreed to use the HOME funds to assist with the financing of homes that meet the requirements as set forth in 24 CFR Part 92 as amended by the United States Housing and Urban Development Department (HUD).

NOW, THEREFORE, Florida Housing and the Borrower do mutually agree with the following:

- (1) **Form of Assistance:** HOME funds will be used as a zero percent (0.00%) interest, deferred principal, second mortgage loan in the amount of \$\_\_\_\_\_ to assist with the purchase of a new home.
- (2) **Use of Funds:** The HOME funds will be used as down payment and closing costs assistance or principal reduction of the first mortgage loan.
- (3) **Borrower Occupancy Requirement:** The Borrower must occupy the home as their principal/primary residence as long as the HOME Loan remains on the property and throughout the affordability period as prescribed in 24 CFR Part 92.254(a)(4) and further described below in provisions (4) and (5) of this Homebuyer Agreement.
- (4) **Affordability:** The affordability period is based on the amount of HOME subsidy that is invested in the home. Please reference the chart below:

<b>HOME Subsidy Investment</b>	<b>Affordability Period (years)</b>
\$14,999 and under	5
\$15,000 up to \$40,000	10
\$40,001 and up	15

The Borrower must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254(a)(4). Additionally, the Borrower must occupy the home as their principal residence

beyond the affordability period mentioned above, to comply with the terms of Florida Housing's loan. Failure to comply with the provisions set forth constitutes a default and may result in repayment of the loan as referenced in provision (5) below.

(5) **Repayment/Recapture.** The HOME loan is required to be repaid upon the Maturity Date, which is fifty (50) years from the date of the mortgage, unless one of the following events occurs first: (a) the Borrower sells, transfers or disposes of the property or home either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principal balance is due unless the Mortgagee agrees to a one-time only subordination of its second mortgage loan to the new first mortgage loan (**not applicable to loans financed via Florida Housing's First Time Homebuyer Program**).

(6) **Project Requirement.**

(a) **Maximum Purchase Price.** The maximum purchase price of the home which is currently at \$\_\_\_\_\_ for \_\_\_\_\_ County cannot exceed 95% of the median purchase price of single family homes in the area or the limits set forth in Section 203(b) under the National Housing Act as established by the Federal Housing Administration (**See Exhibit A**). Therefore, the purchase price of the home, which is \$\_\_\_\_\_ does not exceed the amount stated above. If HOME funds are used in conjunction with Florida Housing's First Time Homebuyer Program, the purchase price of the home may not exceed the limits established under that program.

(b) **Income Limits.** The Borrower agrees that HOME funds cannot be loaned to anyone whose income exceeds 80% of the area median income (AMI) as mandated by 24 CFR Part 92. The Borrower certifies that their income of \$ \_\_\_\_\_ is at or below 80% of \_\_\_\_\_ County's AMI. However, for Florida Housing's First Time Homebuyer Program, the income limit is 65% AMI. Please reference Exhibit B for income limits.

(c) **The Borrower must occupy the property within sixty (60) days of closing on the first mortgage loan.**

(7) **Enforcement and Duration of Agreement:** The affordability requirement mandated by this Agreement shall be enforced by appropriate restrictions placed in the deed of any real property purchased with HOME funds and recorded in the Public Records of each county where any part of the land is located.

Any violation of this Agreement which remains uncured after the expiration of 30 days after Florida Housing shall have notified the Homebuyer of the violation by certified mail may, at the option of Florida Housing, be addressed by an action for damages or equitable relief, including, but not limited to, a foreclosure on any mortgage or security interest, an action to recover unpaid principal, accrued interest and fees, sale, transfer, lease or conveyance of any property seized as a result of the legal actions described above or any other legal remedy provided in law or equity. In addition to the above, if the Borrower materially fails to comply with the terms of this Agreement, the Corporation may suspend or terminate the Agreement in accordance with 24 CFR 85.43 and 85.44.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**HOME BUYER(S)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**Witnessed by Participant:**

Signature: \_\_\_\_\_

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

Institution: \_\_\_\_\_

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

**Date of Acceptance by the Florida Housing Finance Corporation:**

Signature: \_\_\_\_\_

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

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