ReCoverCA Homebuyer Assistance (DR-HBA) Program

**Program Sub-Recipient** 

Golden State Finance Authority (GSFA) 1215 K Street, Suite 1650

Sacramento, CA 95814

Phone: (855) 740-8422 Fax: (916) 444-3551

Email: info@gsfahome.org

			I ENDED IN		NI .			
LENDER IN				Title:	N N			
Lender Name:								
Contact Name: Address:		Email: Phone Nu	ımbor:					
City, State, Zip:			Fax Numb					
Oily, State, Z	ıp.			rax inuitik	J <del>C</del> I.			
			ADDI ICANT	INFORMATI	ION			
	Prima	ry Applicant Info	APPLICANT	INFURIMATI		nt or Non-Purchasin	a Snouse	
First Name, Middle Initial:			Firet Nam	Co-Applicant or Non-Purchasing Spouse  First Name, Middle Initial:				
Last Name:	madic iriitiai.			Last Name	·			
Social Security #:			Social Security #:					
Email Address:			Email Address:					
Phone Number:			Phone Number:					
Preferred Language			Preferred Language					
Spoken (option				Spoken (optional):				
	ELIGII	BLITY INFORMAT	ION (Please comp	lete both se	ctions if imp	pacted in both years)		
		d Property in 202				pacted Property in 20	)24	
(Monterey, San Benito, Santa Cruz, Tulare, Tuolumne Counties and Hoopa Valley Tribe (95546))			(San Diego County)					
Property Address:				Property Address:				
Addicss.				Addicss.				
County:				County:				
			HOUSEHOLE	NINEODMAT	TION			
			HOUSEHOLD					
Number of Persons that will live in the Residence:			Estimated Household Income: \$\frac{\$}{\tannually}					
		Age:	Relationship:		Will they b	e executing the Mortg	age/Deed of Trust?	
		_						
					_ 🗌 Yes 🗌	No		
					_			
Name:						No		
					☐ Yes ☐	No No		
					Yes	No No No		

Applicant Name:

SHADED AREA FOR PROGRAM SUB-RECIPIENT USE ONLY

The undersigned Applicant(s) hereby state(s) under oath that:

- I (We) do not currently have any ownership in a residential property or land at time of execution of this Application and Affidavit.
- I (We) will occupy the property being purchased, as my Principal Residence, within 60 days of Closing. 2.
- I (We) will not permit any person to assume my (our) obligations under the mortgage, and related mortgage note.
- I (We) do not expect to use the Residence or any part thereof in a trade or business. The land appurtenant to the Residence is only that amount of land which reasonably maintains the basic livability of the Residence and will not provide a source of income to the Applicant(s).

5.	accordance	derstand that INCOME means e with the Program Policies of of HUD's Area Median Income	the ReCoverCA Home	ebuyer Assista	ance (DF	R-HBA) Program. (Hoเ	usehold income at or
6.	from the c pension; 52	OTAL LQUID ASSESTS are \$_ alculation of total assets: Reti 29 college funds; Healthcare S d used to qualify for first mortgaç	rement funds, 401K f avings Account; surre	ROTH, individ	dual IRA,	457 employer spons	sored retirement and
7.	For occupa	ancy standards, does the hous	ehold include a perso	n with disabil	lity	Yes No	Client prefers not to
con inco con adu	npensation, pome must als npensation, i ults living on	rincome includes the sum of cupart-time employment, bonuses so be included such as alimony income received from trusts, but the property must be included.  Instances will the income used for the property must be included.	, dividends, interest, cu and child support, pub siness activities or inve	urrent overtime lic assistance estments. In d	e pay, ne , sick pay leterminir	t rental income, royalti r, social security benefing gross monthly incor	es, etc. Other its, unemployment me, the income of all
The	e informatior ermination o	epayment of their mortgage loar n contained in the following ta if my family's Income as of the and to the best of my knowledg	ble is true and correct date hereof and the c	ct, and accur	ately set	s forth all information	
			COMPUTATION OF	TOTAL INCO	<u>ME</u>		
Income  Total Monthly Income (must include any and all types of Income earned as stated above)		Applicant	Co- Applicant or Spouse		Co-Applicant/ Other Household Income	Total of 3 Columns to the Right	
		\$	\$	_	\$	\$	
							X 12
To	otal Income	Annual*					\$
*Th 8. 9.	The number	ot exceed the maximum Income er of persons constituting my hou am will follow the federal standar which sets the maximum # (i.e.,	usehold who will reside	in the Reside	ence is _ nimum a	long with the following	
		Number of Persons	Minimum # of B	Redrooms	May	imum # of Bedrooms	
		1	1		IVIAA	2	
		2	2			3	$\dashv$
		3	2			3	
		4	3			4	
		5	4			5	

10. **INITIAL NOTICE TO MORTGAGOR OF POTENTIAL RECAPTURE** - To safeguard the CDBG-DR investment in the property, HCD requires a restrictive covenant to be recorded on properties purchased with the DR-HBA Program. The restrictive covenant remains in effect for a period of five years following the date of purchase requiring the borrower to occupy the subject property as primary residence. The restrictive covenant will be filed in the applicable County Recorder's Office where the subject property is located. Property cannot be used as a second home or converted into a rental.

4

5 or more

6 or more

If the homebuyer fails to comply with the occupancy requirements above or wants to sell the property, the following recapture proration chart will be used to calculate the prorated Homebuyer Assistance (HBA) forgivable amount that needs to be recaptured at the time of default or sale.

Recapture Proration Chart

If the homeowner defaults within the first five years of loan closing the following chart will be used to determine the recapture of HBA forgivable amount:

Number of months	Recapture Amount
1-12	100% of the HBA forgivable amount
13-24	80% of the HBA forgivable amount
25-36	60% of the HBA forgivable amount
37-48	40% of the HBA forgivable amount
49-60	20% of the HBA forgivable amount

- 11. I (We) have not been required to seek financing for the purchase of the Residence through any particular Lender.
- 12. I (We) have not executed a Residential Purchase Agreement (RPA) in connection with the DR-HBA Program and acknowledge that the ReCoverCA Homebuyer Assistance (DR-HBA) Program funds cannot be used for fees accrued due to extension of the RPA \_\_\_\_\_ (initial).
- 13. The above information is being submitted for the purposes of establishing eligibility for the DR-HBA Program. Because the Lender has explained the DR-HBA Program to me, I (we) am (are) familiar with and understand the provisions of the program. I (We) agree to submit such other evidence of income as may be reasonably required by the Lender including, but not limited to, pay stubs and copies of federal income tax returns. The statements and information set forth herein are made under penalty of perjury. I (We) understand that perjury is a felony offense punishable by fine or imprisonment or both.
- 14. I (We) may be required to repay all or a portion of the HBA Loan for the following reasons but not limited to: (i) Providing false or misleading information to the Program or (ii) Failure to disclose receipt of other assistance from SBA, FEMA, or non-profit entities which impacts the Duplicate of Benefit (DOB) and final award calculation.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Date:		
Printed Name of Applicant	Signature of Applicant	
Printed Name of Applicant	Signature of Applicant	

## **CERTIFICATION OF THE LENDER**

Based upon reasonable investigation, the Lender has no reason to believe that either the Applicant or the Seller of the Residence has made any negligent or fraudulent material misstatements in connection with the Applicants application for HBA Program and submits the completed information above as accurate and true to the best of the Lenders knowledge. I certify that I have reviewed this Application and Affidavit for accuracy and completeness.

18 USC 1001 Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both.

Date:	
Company Name	Signature of Lender Representative
Address	Printed Name of Lender Representative
City, State, Zip	Title of Lender Representative

This form should be completed, signed by Applicant(s) and submitted to the GSFA with Lender Prequalification Compliance Package.