

**Program Sub-Recipient**

Golden State Finance Authority (GSFA)

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Sacramento, CA 95814

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

Email: [info@gsfahome.org](mailto:info@gsfahome.org)**DR-HBA002-Application and Affidavit****LENDER INFORMATION**

Lender Name:		Title:	
Contact Name:		Email:	
Address:		Phone Number:	
City, State, Zip:		Fax Number:	

**APPLICANT INFORMATION**

<b>Primary Applicant Info</b>		<b>Co-Applicant or Non-Purchasing Spouse</b>	
First Name, Middle Initial:		First Name, Middle Initial:	
Last Name:		Last Name:	
Social Security #:		Social Security #:	
Email Address:		Email Address:	
Phone Number:		Phone Number:	
Preferred Language Spoken (optional):		Preferred Language Spoken (optional):	
<b>Co-Applicant</b>		<b>Co-Applicant</b>	
First Name, Middle Initial:		First Name, Middle Initial:	
Last Name:		Last Name:	
Social Security #:		Social Security #:	
Email Address:		Email Address:	
Phone Number:		Phone Number:	
Preferred Language Spoken (optional):		Preferred Language Spoken (optional):	

**ELIGIBILITY INFORMATION (Please complete both sections if impacted in both years)**

<b>Impacted Property in 2023</b>		<b>Impacted Property in 2024</b>	
<b>(Monterey, San Benito, Santa Cruz, Tulare, Tuolumne Counties and Hoopa Valley Tribe (95546))</b>		<b>(San Diego County)</b>	
Property Address:		Property Address:	
County:		County:	

**HOUSEHOLD INFORMATION**

Number of Persons that will live in the Residence: \_\_\_\_\_ Estimated Household Income: \$ \_\_\_\_\_ /annually

Name:	Age:	Relationship:	Will they be executing The Deed of Trust?	Naturalized Citizen	Natural Born Citizen
_____	_____	_____	<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	_____	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____

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

1. I (We) do not currently have any ownership in a residential property or land at time of execution of this Application and Affidavit.
2. I (We) will occupy the property being purchased, as my Principal Residence, within 60 days of Closing.
3. I (We) will not permit any person to assume my (our) obligations under the mortgage, and related mortgage note.
4. 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. I (We) understand that INCOME means the current annualized household income at the time of Closing, as determined in accordance with the Program Policies of the ReCoverCA Homebuyer Assistance (DR-HBA) Program. (Household income at or below 80% of HUD's Area Median Income for the county, in which the property being purchased will be located, adjusted for family size)
6. My (our) TOTAL LIQUID ASSETS are \$ \_\_\_\_\_ (for purposes of this section the following asset types are excluded from the calculation of total assets: Retirement funds, 401K ROTH, individual IRA, 457 employer sponsored retirement and pension; 529 college funds; Healthcare Savings Account; surrender value on life insurance policies; assets that are generating income and used to qualify for first mortgage.)
7. For occupancy standards, does the household include a person with disability. \_\_\_\_Yes \_\_\_\_ No \_\_\_\_ Client prefers not to answer.
8. A Covered Employee is defined as a person who currently serves, or has served within the past year, as an employee, agent, consultant, or officer of one of the following agencies, or who currently serves, or has served within the past year, as an elected or appointed official with oversight over one or more of the following: The California Department of Housing and Community Development and/or Golden State Finance Authority.

I (We) are not and do not know any Covered Employee(s) \_\_\_\_ True \_\_\_\_ False.

**Gross monthly income** includes the sum of current monthly gross pay AND any additional income from investments, pensions, VA compensation, part-time employment, bonuses, dividends, interest, current overtime pay, net rental income, royalties, etc. Other incomes must also be included such as alimony and child support, public assistance, sick pay, social security benefits, unemployment compensation, income received from trusts, business activities or investments. In determining gross monthly income, the income of all adults living on the property must be included.

Under no circumstances will the income used for the DR-HBA Program (Income) be less than that used by the Lender when qualifying Applicants for repayment of their mortgage loan (i.e. income used to calculate qualifying ratios).

The information contained in the following table is true and correct and accurately sets forth all information relevant to make a determination of my family's Income as of the date hereof and the continuation of which is probable based on foreseeable economic circumstances, and to the best of my knowledge and belief.

#### COMPUTATION OF TOTAL INCOME

Income	Applicant	Co- Applicant or Spouse	Co-Applicant/ Other Household Income	Total of 3 Columns to the Right
Total Monthly Income (must include any and all types of Income earned as stated above)	\$ _____	\$ _____	\$ _____	\$ _____
				X 12
<b>Total Income Annual*</b>				\$ _____

*\*This total cannot exceed the maximum Income limits established by the DR-HBA Program.*

9. The number of persons constituting my household who will reside in the Residence is \_\_\_\_\_.
10. The Program will follow the federal standard of 1.5 persons per bedroom for minimum along with the following occupancy standards which sets the maximum # (i.e., the maximum number of bedrooms and number of persons in a household):

Number of Persons	Minimum # of Bedrooms	Maximum # of Bedrooms
1	1	2
2	2	3
3	2	3
4	3	4
5	4	5
6 or more	4	5 or more

11. **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.

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

12. I (We) have not been required to seek financing for the purchase of the Residence through any particular Lender.
13. **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).**
14. 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.
15. 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.***