



CITY OF HUNTINGTON BEACH FIRST-TIME HOMEBUYERS DOWN PAYMENT ASSISTANCE PROGRAM APPLICATION AND AFFIDAVIT

TO THE HOMEBUYER:

Thank you for your application to the City of Huntington Beach First-Time Homebuyer Downpayment Assistance Program (DAP). It is most important that you take time to read and sign each page of this application before your lender forwards it to our office. You will be certifying that you understand the City of Huntington Beach First-Time Homebuyers Assistance Program eligibility guidelines, and believe that you and the purchase price of your residence meet those guidelines. Your lender will also give you an Applicant Information Package, which should answer most of your questions about the program. If you have any additional questions, please feel free to phone the City of Huntington Beach First-Time Homebuyers DAP Administrator, Affordable Housing Clearinghouse, at (949) 859-9255.

By signing this document you will be certifying that:

1. You have made an accurate representation of your household composition;
2. You are able to verify your first time homebuyer status;
3. You intend to move in within 60 days of loan closing and occupy the property as your principal residence;
4. If the property is newly constructed, it will not be occupied prior to loan closing;
5. You are receiving a first (not an existing) mortgage;
6. You have provided complete and accurate information about your gross annual household income;
7. You have not made any side agreement with the seller which would misrepresent the purchase price;
8. No one related to you has an interest as a creditor on the Mortgage Loan; and
9. You understand that the Mortgage Assistance Program loan is not transferable.

ABOUT THE INCOME REQUIREMENT:

The income information provided in the application must represent the current gross annual income of your household and must not exceed the program income limits. Find the applicable limit below, based on your household size for 2009:

<u>Household Size:</u>	<u>Income:</u>
1	\$72,300
2	\$82,650
3	\$92,950
4	\$103,300
5	\$111,550
6	\$119,850
7	\$128,100
8	\$136,350

Income is "annualized", meaning that total current monthly income is multiplied by twelve for a total projected annual amount. Income includes all of the following: monthly gross pay; overtime; part-time employment; bonuses; dividends; interest; royalties; pensions; Veterans compensation; net rental income; alimony; child support; public assistance; sick pay; social security benefits; unemployment compensation; and income derived from trusts, business activities or investments. Income limits only apply during the escrow process; they become irrelevant after the loan closes.

ABOUT THE PURCHASE PRICE REQUIREMENT:

The purchase price must be the price that you and the Seller have agreed on, and must not exceed the program purchase price limit of \$ 515,000. The purchase price means the cost of acquiring the residence, excluding usual and reasonable settlement or closing costs. If the buyer agrees to pay a cost usually paid by the seller, that amount must be included in the figure representing the purchase price.

DAP AFFIDAVIT:

A DAP applicant is anyone who will go on title and/or who will be liable on the mortgage and occupy the residence. Each applicant must make the following certifications:

I, the undersigned, as part of my application for a Downpayment Assistance Program (DAP) loan from the City of Huntington Beach First-Time Homebuyers Downpayment Assistance Program (the "Program"), and in connection with a purchase of a home (the "Residence") and an application for a mortgage loan (the "Mortgage Loan") from a participating lender (the "Lender") of my choosing, do hereby state that I have carefully reviewed this document. I understand and agree with the answers on page one, and do furthermore certify the following:

1. I understand and agree that the information provided in the Household Information section of the application represents those people who I expect to initially share occupancy of the Residence with me. I understand that my spouse, whether on title or not, is an applicant for the DAP and must sign this Application.
2. I certify that I am a first time homebuyer, who has not had an ownership interest in a principal residence within the three years immediately preceding the date of this application, and I do not and will not have an ownership interest in a principal residence prior to the date of the loan closing. A principal residence includes a single-family residence, a condominium, share in a housing cooperative, any manufactured home or mobile home, or occupancy in a multifamily residence owned by me. An ownership interest means ownership by any means, whether outright or partial, including property subject to mortgage or other security interest; it also includes a fee simple ownership interest, a joint ownership interest by joint tenancy in common, or tenancy by the entirety, or a life estate interest. I further certify that I will submit true and complete copies of my actual signed federal tax returns for the preceding three tax years, or such other written verification that is acceptable to the DAP.
3. I certify that the Residence will be occupied and used as my principal place of residence within sixty (60) days of Mortgage Loan closing. I certify that the Residence will not be used as an investment property, vacation home, or recreational home and that no more than 15% of the area of the residence will be used in a trade or business. I certify that I will notify the Program in writing if the Residence ceases to be my principal residence.
4. If the loan application is for a loan on a newly constructed home I certify that the Residence has not and will not be occupied prior to loan commitment.
5. I certify that the Mortgage Loan is a first mortgage, not a replacement for an existing mortgage.
6. I certify that the information provided in the Gross Monthly Income section of the application represents my total household gross annual income, and does not exceed the income limits, as explained above.
7. I certify that the purchase price of the Residence does not exceed the purchase price limits, as explained above. I further certify that no side deal or agreement, either written or verbal, is presently contemplated for the completion of or addition to this residence unless the estimated cost of such completion and/or addendum is included in the purchase price.
8. I certify that the information provided in the Assets section of the application represents my total assets, not including automobiles, furniture, household goods and personal items.

9. I certify that no person related to me has, or is expected to have, an interest as a creditor in the Mortgage Loan being acquired for the Residence.
10. I understand and agree that if the Downpayment Assistance Program Loan is issued to me, it may not be transferred.
11. I understand that the principal and interest payments are deferred for the term of the loan and due in the 30th year or upon sale or transfer of the property, when the property ceases to become owner-occupied, or upon repayment or refinancing of the first mortgage, whichever comes first.

CERTIFICATION OF THE APPLICANT

I acknowledge and understand that this Affidavit, as completed above, will be relied on for determining my eligibility for a DAP loan. I acknowledge that a material misstatement negligently made by me in this affidavit or in any other connection with my application for a DAP loan will constitute a federal violation punishable by a fine and possible criminal penalties imposed by law, and will be considered a default on the loan. I acknowledge that any false pretense, statement, or misrepresentation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my participation in the Downpayment Assistance Program is punishable by imprisonment or by a fine.

Signature of Applicant Date

Signature of Applicant Date

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 applicant's application for a DAP loan, and submits the completed information above as accurate and true to the best of the lender's knowledge.

Name and Title of Lender Representative

Signature of Lender Representative Date