

# *Homeownership Program Bulletin*

**January 10, 2011**

**Program Bulletin #2011- 01**

**To: CalHFA Approved Lenders**

## **Borrower's Affidavit - Revised**

California Civil Code requires any state agency, board or commission, which directly or by contract, collects ancestry or ethnic demographic data to use separate collection categories and tabulations for each major Asian and Pacific Islander group.

To fully comply with California's Civil Code, CalHFA has revised the Borrower's Affidavit to include all the demographic data required. This revised affidavit can be found on our web site at [www.calhfa.ca.gov](http://www.calhfa.ca.gov). Electronic versions are also available via email. Please contact Lender Services at 916.326.8036 to request copies. Use of this form is required for all reservations made on or after February 01, 2011.

For questions about this bulletin, contact CalHFA Homeownership Programs Division by phone 916.326.8033; by fax 916.324.6589; by email at [homeownership@calhfa.ca.gov](mailto:homeownership@calhfa.ca.gov). Plus you can always visit CalHFA's web site at: [www.calhfa.ca.gov](http://www.calhfa.ca.gov) or Homeownership Programs Division directly at [www.calhfa.ca.gov/homeownership](http://www.calhfa.ca.gov/homeownership).

CalHFA thanks you for your business and we look forward to continuing to support your affordable housing loan needs.

Attachment



# BORROWER'S AFFIDAVIT

I, \_\_\_\_\_, and I, \_\_\_\_\_  
"Applicant(s)", have applied for a home mortgage originated by \_\_\_\_\_, pursuant  
to the Mortgage Program of the California Housing Finance Agency ("CalHFA"), do hereby represent and warrant  
as follows:

1. The residence to be financed with the proceeds of the mortgage loan is located within the County of:  
\_\_\_\_\_ at \_\_\_\_\_
2. The residence is reasonably suitable for occupancy by not more than one family.
3. (I/We) will occupy the residence as (my/our) principal place of residence within 60 days of the closing of the residence mortgage, and thereafter will maintain the property as (my/our) principal residence for the duration of this mortgage. (I/We) do not intend to, and have not entered into any arrangement to, rent, sell, assign or transfer the residence.
4. (I/We) will not use more than 15% of the total area of the residence or otherwise use the residence primarily in a trade or business which qualifies (me/us) to a deduction for expenses for business use of residence under Section 280A of the Internal Revenue Code, use the residence as investment property and will not receive any income from the residence or the land being purchased with the residence, or use the residence as a recreational residence.
5. All of the land being purchased with the home is required to maintain the basic livability of the residence, and (I/we) have no intention of subdividing such land or otherwise selling it apart from the residence.
6. (I/We) have not had a present ownership interest\* in a principal residence, including factory made housing permanently fixed to real property, at any time during the three-year period immediately prior to the closing of the home mortgage, except that this paragraph does not apply if the home is located in a targeted area or if (I/we) (am/are) applying for a qualified rehabilitation loan. (I/we) have attached copies of (my/our) signed federal income tax returns for such 3-year period which were filed with the Internal Revenue Service. If (I/we) (was/were) not required to file such returns during one or more such preceding three years in accordance with Section 6012 of the Internal Revenue Code, (I/we) have executed the California Housing Finance Agency's Tax Return Affidavit.
7. (I/We) have submitted to CalHFA a true and correct copy of the purchase contract together with all other agreements which (I/we) have entered into with the seller of the residence.
8. a. The Acquisition Cost\*\* of the residence as shown in the purchase contract is \$ \_\_\_\_\_. Neither (I/we) nor anyone on (my/our) behalf has made any payment other than such amount to the seller of the residence or to any other person on behalf of the seller, nor have (I/we) cancelled any debt of the seller or any related person of the seller.
- b. (I/We) have not entered into any agreement with the seller of the home, the developer, the contractor, or any other person pursuant to which any portion of the residence has been left unfinished or any fixtures or other architectural appointments have been omitted or removed from the residence in order to reduce the Acquisition Cost, and the home as sold to (me/us) is substantially complete and contains all appropriate fixtures and other architectural appointments.

\* The term "present ownership interest" includes not only outright ownership but also any of the following interests if held either directly by you or in trust for you: a joint tenancy, a tenancy in common, a tenancy by the entirety, a community property interest, the interest of a tenant-shareholder in cooperative, a life estate, or a contract pursuant to which you have possession and the benefits and burdens of ownership although legal title is not transferred until some later time and interest held in trust for you (whether or not created by you) that would be a present ownership interest if held by you.

\*\* The term "Acquisition Cost" means the cost of acquiring a residence from the seller as a completed unit. The term does not include usual and reasonable settlement or financing costs. It does include the amount of any lien or assessment to which the home is subject.

# BORROWER'S AFFIDAVIT

9. (I/We) will not use any part of the loan proceeds to acquire or replace an existing mortgage or loan which (I/we) have on the residence.
10. (I/We) will not allow the property to be transferred during the term of the loan without the approval of the California Housing Finance Agency, or other holder of the loan.
11. (I/We) have not previously been the borrower(s) of a CalHFA financed loan (not applicable if this is an assumption of a CalHFA/FHA loan).
12. (I/We) understand that the CalHFA approved sales price limits for existing houses are, in some counties of California, less than the CalHFA approved sales price limits for new construction. THIS COULD RESULT IN A LOWER SALES PRICE LIMIT UPON THE TRANSFER OF THE HOME MORTGAGE THAN WAS ORIGINALLY PAID FOR THE RESIDENCE. At the date of this Affidavit the CalHFA approved sales price for an **EXISTING** house in \_\_\_\_\_ County is \$\_\_\_\_\_.
13. (I/We) certify that (my/our) annualized gross income for the last calendar year is \_\_\_\_\_.
14. (I/We) certify that the total number of members of (my/our) family, including (me/us), who will reside permanently in the residence is \_\_\_\_\_, and that the Applicant(s), and only the Applicant(s), (is/are) acquiring a present ownership interest in the residence.
15. (I/We) certify that (I/we) are citizens or other nationals of the United States or a qualified alien as defined in the Citizenship and Alien Verification regulations of the California Housing Finance Agency set forth in Title 25 of the California Code of Regulations, Division Z, Chapter 3 (Sections 12001, *et. seq.*) which implement federal legislations known as Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. No. 104-193, 8 U.S.C. Sections 1601, *et. seq.*).

**16. (I/We) Certify that (my/our) Social Security Numbers are:**

|                     |                              |
|---------------------|------------------------------|
| _____               | Social Security Number _____ |
| Name of Borrower #1 |                              |
| _____               | Social Security Number _____ |
| Name of Borrower #2 |                              |
| _____               | Social Security Number _____ |
| Name of Borrower #3 |                              |
| _____               | Social Security Number _____ |
| Name of Borrower #4 |                              |

## BORROWER'S AFFIDAVIT

17. The following information is requested by the federal government. California law requires that such information, when collected, be broken down into more specific categories as described below. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate on the basis of this information, or on whether you choose to furnish it.

| <b>BORROWER #1</b>  | <b>BORROWER #2</b>  | <b>BORROWER #3</b>  | <b>BORROWER #4</b>  |
|---|---|---|---|
| I do not wish to furnish this information <input type="checkbox"/>  | I do not wish to furnish this information <input type="checkbox"/>  | I do not wish to furnish this information <input type="checkbox"/>  | I do not wish to furnish this information <input type="checkbox"/>  |
| <b>Gender</b><br>Male <input type="checkbox"/> Female <input type="checkbox"/>  | <b>Gender</b><br>Male <input type="checkbox"/> Female <input type="checkbox"/>  | <b>Gender</b><br>Male <input type="checkbox"/> Female <input type="checkbox"/>  | <b>Gender</b><br>Male <input type="checkbox"/> Female <input type="checkbox"/>  |
| <b>Ethnicity</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino  | <b>Ethnicity</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino  | <b>Ethnicity</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino  | <b>Ethnicity</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino  |
| <b>Race or National Origin</b><br><input type="checkbox"/> American Indian or Alaskan Native  | <b>Race or National Origin</b><br><input type="checkbox"/> American Indian or Alaskan Native  | <b>Race or National Origin</b><br><input type="checkbox"/> American Indian or Alaskan Native  | <b>Race or National Origin</b><br><input type="checkbox"/> American Indian or Alaskan Native  |
| <input type="checkbox"/> Asian (specify)<br><input type="checkbox"/> Asian Indian<br><input type="checkbox"/> Cambodian<br><input type="checkbox"/> Chinese<br><input type="checkbox"/> Filipino<br><input type="checkbox"/> Guamanian<br><input type="checkbox"/> Hawaiian<br><input type="checkbox"/> Japanese<br><input type="checkbox"/> Korean<br><input type="checkbox"/> Laotian<br><input type="checkbox"/> Samoan<br><input type="checkbox"/> Vietnamese | <input type="checkbox"/> Asian (specify)<br><input type="checkbox"/> Asian Indian<br><input type="checkbox"/> Cambodian<br><input type="checkbox"/> Chinese<br><input type="checkbox"/> Filipino<br><input type="checkbox"/> Guamanian<br><input type="checkbox"/> Hawaiian<br><input type="checkbox"/> Japanese<br><input type="checkbox"/> Korean<br><input type="checkbox"/> Laotian<br><input type="checkbox"/> Samoan<br><input type="checkbox"/> Vietnamese | <input type="checkbox"/> Asian (specify)<br><input type="checkbox"/> Asian Indian<br><input type="checkbox"/> Cambodian<br><input type="checkbox"/> Chinese<br><input type="checkbox"/> Filipino<br><input type="checkbox"/> Guamanian<br><input type="checkbox"/> Hawaiian<br><input type="checkbox"/> Japanese<br><input type="checkbox"/> Korean<br><input type="checkbox"/> Laotian<br><input type="checkbox"/> Samoan<br><input type="checkbox"/> Vietnamese | <input type="checkbox"/> Asian (specify)<br><input type="checkbox"/> Asian Indian<br><input type="checkbox"/> Cambodian<br><input type="checkbox"/> Chinese<br><input type="checkbox"/> Filipino<br><input type="checkbox"/> Guamanian<br><input type="checkbox"/> Hawaiian<br><input type="checkbox"/> Japanese<br><input type="checkbox"/> Korean<br><input type="checkbox"/> Laotian<br><input type="checkbox"/> Samoan<br><input type="checkbox"/> Vietnamese |
| <input type="checkbox"/> Black or African American  | <input type="checkbox"/> Black or African American  | <input type="checkbox"/> Black or African American  | <input type="checkbox"/> Black or African American  |
| <input type="checkbox"/> White  | <input type="checkbox"/> White  | <input type="checkbox"/> White  | <input type="checkbox"/> White  |
| <input type="checkbox"/> Other _____  | <input type="checkbox"/> Other _____  | <input type="checkbox"/> Other _____  | <input type="checkbox"/> Other _____  |

**IF YOU CHOOSE NOT TO FURNISH THE ABOVE INFORMATION AND YOU HAVE MADE THIS APPLICATION IN PERSON, UNDER FEDERAL REGULATIONS THE LENDER IS REQUIRED TO NOTE YOUR RACE OR NATIONAL ORIGIN AND SEX ON THE BASIS OF VISUAL OBSERVATION OR SURNAME.**

(I/We) have read the Promissory Note and Deed of Trust, and (I/we) understand that the loan may be accelerated upon the occurrence of certain events specified therein.

# BORROWER'S AFFIDAVIT

(I/We) understand that, if (I/we) have made any material misstatements in the foregoing representation or omitted to state any of the information requested, the following may occur:

1. The office of the district attorney will be contacted for investigation regarding misrepresentation and fraud.
2. The outstanding principal balance of the loan will be immediately due and payable together with accrued interest and foreclosure costs (if foreclosure is necessary because payment in full or the outstanding principal balance and accrued interest thereon is not made immediately).
3. The rate of interest on the loan from the date of discovery will, at the option of the holder, increase to the maximum amount permitted by law and the monthly payment amount will be increased to amortize the loan over the term of the original note.

**(I/We) declare under penalty of perjury that the foregoing warranties and representations are true and correct. Executed on the date or dates shown below.**

|               |                         |
|---------------|-------------------------|
| Date and City | Signature – Borrower #1 |
| Date and City | Signature – Borrower #2 |
| Date and City | Signature – Borrower #3 |
| Date and City | Signature – Borrower #4 |

**-LENDER STATEMENT-**

I have explained the contents of this affidavit to each of the Borrowers whose signature appears above, and I have no reason to believe that those individuals made any misstatements in the warranties and representations required to be made herein or omitted to state any of the information requested. If Borrower(s) chose not to furnish the following information, under Federal regulations Lender is required to note ethnicity, race and sex on the basis of visual observation or surname.

| BORROWER #1   | BORROWER #2   | BORROWER #3   | BORROWER #4   |
|---|---|---|---|
| Male <input type="checkbox"/> Female <input type="checkbox"/>   | Male <input type="checkbox"/> Female <input type="checkbox"/>   | Male <input type="checkbox"/> Female <input type="checkbox"/>   | Male <input type="checkbox"/> Female <input type="checkbox"/>   |
| <b>Ethnicity:</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino | <b>Ethnicity:</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino | <b>Ethnicity:</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino | <b>Ethnicity:</b><br><input type="checkbox"/> Not Hispanic or Latino<br><input type="checkbox"/> Hispanic or Latino |
| Race or National Origin: _____  | Race or National Origin: _____  | Race or National Origin: _____  | Race or National Origin: _____  |

|               |                                |
|---------------|--------------------------------|
| Date and City | Signature of Officer or Lender |
|---------------|--------------------------------|