

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
OFFICE OF COLONIA INITIATIVES  
TEXAS BOOTSTRAP LOAN PROGRAM**

**Form 5  
Affidavit of Owner-Builder Applicant**

**Nonprofit Owner-Builder Housing Provider (NOHP):** \_\_\_\_\_

**Owner-Builder Applicant Name:** \_\_\_\_\_

**Owner-Builder Co-Applicant Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**City, State & Zip Code:** \_\_\_\_\_

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

The undersigned Applicant(s) (whether one or more) is applying for a loan in the amount of \$ \_\_\_\_\_ (“Mortgage Loan”) under the Texas Department of Housing and Community Affairs’ (the “Department”) Texas Bootstrap Loan Program (the “Program”), as the buyer(s) or owner(s) of the property listed above in the State of Texas (the “Residence”), promises, under penalty of perjury and the penalties listed herein, that each of the following statements is true, correct and complete:

1. Income.
  - (a) My anticipated gross annual household income is \$ \_\_\_\_\_  
(See Worksheet One attached)
  - (b) I agree to furnish true copies of the federal income tax returns that were signed and filed with the Internal Revenue Service for the past two years, including the most recent year, for myself and all persons who will live with me in the Residence.  
  
I authorize the NOHP listed above, the Department and their agents to review the returns to verify the statements I make here, and to process my application for a Mortgage Loan under the Program.
2. Location of Residence. The Residence is located at the address listed above, which is within the State of Texas.
3. Acquisition Cost.

The “Cost” of the Residence to me is \$ \_\_\_\_\_

“Cost” includes:

  - (i) everything that I paid or that someone else paid for me, either in cash or in kind, for the Residence and land to the seller;
  - (ii) the value of any services performed by me or my family members in completing the Residence;
  - (iii) the amount that I paid for to refinance the land if converted from a contract for deed;

- (iv) amounts that I paid or that someone paid for me or that the seller of the Residence paid or that someone paid for the seller for rehabilitation of the property;

I understand that "Cost" does not include:

- (i) settlement and financing costs paid by me (such as title and transfer fees, title insurance, survey fees, credit reference fees, legal fees, points paid by me, credit report fees, FHA insurance premiums, hazard or flood insurance premiums, abstract fees, tax service fees, recording or registration fees, escrow fees, file preparation fees and other similar costs);
- (ii) amounts that I paid or that someone paid for me to the seller or for the seller of the Residence for property that is not a "fixture" (permanently attached to the land or to the Residence); and,

- 4. Principal Residence. (a) I intend to live in the Residence within a reasonable time (not to exceed 30 days) after completion of the home. The Residence will be my "Principal Residence". I understand that "Principal Residence" means the home where I live and which is used primarily as a residence (not as a business). Whether the Residence is my Principal Residence depends on my particular circumstances, including my good-faith intention to make the residence my Principal Residence. I understand that a "Principal Residence" does not include a home used that is rented to someone else or a vacation home or a home that is used primarily in a trade or business. If 15 percent or more of a home is used in a trade or business, the home is considered used primarily in a trade or business. I agree to notify the Lender immediately if the Residence stops being my Principal Residence. If any part of my home is used in my trade or business, I agree that I will not claim any deductions on my income tax return for such use.

If the proceeds of the Mortgage will be used to replace a construction loan or a contract for deed, describe the loan in the space below. Be specific about the lender, the purpose and the term of the loan.

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- 5. Size of Property; Income from Property. The lot that the Residence sits on is not larger than the normal size of lots in the area. I do not expect to make any money from the lot that the Residence sits on, such as by selling or leasing a portion of the lot.
- 6. Other Owners of Residence. Once I buy the Residence, no one will own any part of the Residence who has not signed this affidavit or another affidavit like this one.
- 7. Verification. I understand that the NOHP listed above, the Department or their authorized representatives will check to make sure that my statements in this affidavit are true and complete. I agree to allow the NOHP, the Department and their authorized agents access to any information, including my past income tax returns, the checks from my bank or other proof that I paid my rent, utility bills, work records, etc., that may be needed to verify the information I have provided. I will authorize others, such as my bank or my employer, to provide the information required to confirm the statements that I have made in this affidavit.
- 8. Acceleration. I understand that if any of the statements in this affidavit are not true and correct, the Department as Lender will be required to declare the entire balance of the Mortgage Loan due and payable within ten (10) days.
- 9. Assumption. I understand that if I ever sell the Residence and the person who buys it wants to assume my Mortgage Loan, that person must meet all of the requirements for a Mortgage Loan that are in place at the time of the assumption.

10. Fraud; Penalties. These statements are made under penalty of perjury. I understand that any fraudulent statement may result in a civil penalty. I also understand that perjury is a felony and that a person who is convicted of perjury can be punished with a fine, imprisonment or both.
11. Attachments. All documents attached to this affidavit and marked as attachments are part of this affidavit and are true and correct and not misleading.

Name(s) of Applicant:

Signature(s) of Applicant:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Notary Public Printed or Typed Name)

\_\_\_\_\_  
My Commission Expires:

**WORKSHEET ONE**

**ANTICIPATED GROSS ANNUAL HOUSEHOLD INCOME**

Required to Comply with the Texas Bootstrap Loan Program Rules and Guidelines

1. The names, relationships, ages and social security numbers of all people intending to reside in the Residence are as follows:

<u>Names</u>	<u>Relationship to Applicant</u>	<u>Age</u>	<u>Social Security #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. The name and address of the employer(s) of each of the above persons and his/her monthly gross income\* is as follows:

<u>First Name (from above)</u>	<u>Employer Name</u>	<u>Monthly Gross Income</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total Monthly Gross Income	_____
	Times (X) 12	_____
	Anticipated Annual Household Income	_____

“Monthly gross income” includes all amounts that I receive or expect to receive, whether or not I receive that amount on a regular basis.

3. The Anticipated Gross Annual Household Income for all of the above persons (the total monthly gross income from Section 2 above multiplied by 12) is \$ \_\_\_\_\_.  
*(Insert this figure in the blank in Section 1(a) of the Affidavit of Applicant.)*
4. I understand that all of the above information is important to my obtaining a Mortgage Loan under the Program. I agree to allow my employer or any other person with knowledge about my income to provide the information to the NHOP, Department and its authorized agents.

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Co-Applicant Signature

\_\_\_\_\_  
 Date Signed