

GOVERNOR'S HOUSE ELIGIBILITY PACKET

The following items are required to determine your eligibility to purchase a Governor's House:

1. Buyer Contact Information Form
2. Income and Eligibility Certification Form
3. Personal Net Worth Statement Form
4. Copy of most recent Federal Income Tax Return
5. Copy of most recent pay stub or proof of income for all working members of the household
6. Completed Exhibit A

Submit these forms and documentation to either:

Leslie Mastroianni at leslie@secog.org or Sara Lum at sara@secog.org or mail to:

South Eastern Council of Governments
500 N. Western Avenue, Suite 100
Sioux Falls, SD 57104

Once you are determined income and asset eligible, you will need to provide a pre-qualification letter from your mortgage lender and the street and legal address for the lot where the home will be placed. Once you provide these items, an appointment will be scheduled to complete the purchase contract for the Governor's House.

APPLICATION CHECKLIST

Buyer Contact Information Form	
Income and Eligibility Certification Form	
Personal Net Worth Statement Form	
Copy of most recent Federal Income Tax Return	
Copies of pay stubs or proof of income	
Lender Pre-Qualification Letter	
Exhibit A	
Lot address and legal description	

More Governor's House information, including frequently asked questions, may be found at <http://www.sdhda.org/homeownership/governors-house-program/governors-house-program.html>

The Governor's House

BUYER CONTACT INFORMATION

Buyer

Last Name _____

First Name _____

Home Phone _____

Work Phone _____

Email Address _____

Home Address

Address 1 _____

City _____ State _____

Zip _____

County _____

Names and Ages of Others in Household (full-time)

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

- ***Provide last two paystubs for all working members of household***
- ***Provide most recent tax return (IRS 1040)***

How would you prefer to be contacted? _____

Exhibit A

GOVERNOR'S HOUSE CRITERIA AND HOMEOWNER REPRESENTATIONS

The undersigned Homeowner(s) acknowledges, certifies, and agrees as follows:

1. There are eligibility criteria to purchase a Governor's House.
2. I (we) intend to purchase a Governor's House and that such house will be my (our) one and only place of residence.
3. Only one (1) Governor's House may be purchased in a lifetime.
4. My (our) adjusted gross household income for next year will not exceed (i) \$52,710.00* for a household of 2 or less (or 70% of state median income), or (ii) \$60,240.00* for a household of three (3) or more (or 80% of state median income). *These numbers are subject to change!periodically based upon HUD state median income updates Contact SDHDA for details.
5. My (our) total net worth and liquid assets are not greater than (i) \$90,000 and \$70,000, respectively, if under sixty-two (62) years of age, or (ii) \$175,000 and \$100,000, respectively, if sixty-two (62) years of age or older.
6. I (we) have provided true, correct, and complete copies of the most recent IRS Tax return(s) and Personal Net Worth Statement(s) for this household as of this date, and that neither my (our) income nor net worth will vary from the amounts provided.
7. Unless a written waiver is received from SDHDA, no additional encumbrances may be filed against the house, and I (we) may not use the house to secure additional financing, within three (3) years of purchase.
8. Unless a written waiver is received from SDHDA, I (we) shall pay a penalty of \$5,000 to SDHDA if the house is rented within three (3) years of purchase.
9. Unless a written waiver is received from SDHDA, I (we) shall pay to SDHDA an amount equal to the difference between (Y) the purchase price plus documented improvements and (X) the sale price (net of sales expenses), if the house is sold within three (3) years of purchase.
10. I (we) acknowledge that the Governor's House Program, pursuant to which this Purchase Agreement is made and entered into, is a program operated by SDHDA for public purposes, including providing owner-occupied residences and providing an opportunity for citizens of the State of South Dakota to acquire residences for their personal use. SDHDA and I (we) agree (i) that the damages resulting from breach of the provisions of Item 8 prohibiting rental of a Governor's House within three (3) years of purchase, and the provisions of Item 9 prohibiting resale of a Governor's House within three (3) years of purchase would be difficult to calculate or determine, (ii) that the provisions of Items 8 and 9 are a reasonable effort to fix the compensation due SDHDA in the event of a breach of said provisions; and (iii) that the sums set forth and calculated pursuant to Items 8 and 9 herein bear a reasonable relationship to the damages likely to be suffered by SDHDA in the event of breach of said provisions and are not disproportionate to the damage to SDHDA reasonably anticipated for the breach of said provisions.
11. The provisions of Items 7, 8, 9, and 10 shall survive the closing of the purchase of the Governor's House by the Homeowner, and shall continue in full force and effect thereafter for the period set forth in said Items.

CONTINUED ON FOLLOWING PAGE

_____ **initials**

_____ **initials**

Exhibit A (continued)

BY SIGNING BELOW, the undersigned Homeowner(s) declares and affirms under penalties of perjury that to the best of the undersigned's knowledge and belief, the undersigned meets all qualifications for purchase of a Governor's House, including the income restrictions and net worth and liquid assets limitations; that all information submitted by the undersigned is true, correct, and complete in all respects; and that the undersigned's household income will not vary significantly in the next year from the income reported on the most recent federal tax return (unless disclosed in the Income and Eligibility Certification).

Homeowner

Date

Homeowner

Date

Household Size _____ **Adults(over age 18)**
(Optional Information)Age of Purchaser(s)

_____ **Children**

INCOME AND ELIGIBILITY CERTIFICATION

The undersigned hereby acknowledges and certifies as follows:

1. There are eligibility criteria to purchase a Governor's House.
2. I (we) intend to purchase a Governor's House and that such house will be my (our) one and only place of residence.
3. Only one (1) Governor's House may be purchased in a lifetime.
4. My (our) adjusted gross household income for next year will not exceed (i) \$52,710 for a household of 2 or less (or 70% of State Median Income), or (ii) \$60,240.00 for a household of 3 or more (or 80% of State Median Income). Household Income is defined by the HUD Part 5 definition of income.
5. My (our) total net worth and liquid assets are not greater than (i) \$90,000 and \$70,000, respectively, if under sixty-two (62) years of age, or (ii) \$175,000 and \$100,000, respectively, if sixty-two (62) years of age or older.
6. Attached hereto are true, correct, and complete copies of the most recent IRS Tax return(s) and Personal Net Worth Statement(s) for this household as of this date.
7. If, for whatever, reason, buyer's **household** gross income as stated in this document or their most recent federal tax return changes from the approval of this purchase agreement and the completion of the purchase of buyer's Governor's Home, buyer will notify SDHDA in writing prior to taking delivery of home.
8. (If applicable) My (our) anticipated income will vary from that documented in the attached IRS Tax return and is expected to be as follows:

	Buyer	Buyer (or other household member)	Other	Total			
Salaried/Wage Earners	_____	_____	_____	_____			
Bonuses/Commission/Tips	_____	_____	_____	_____			
Overtime	_____	_____	_____	_____			
Self Employment Income	_____	_____	_____	_____			
Other Wages	_____	_____	_____	_____			
Military Income	_____	_____	_____	_____			
Unemployment Comp.	_____	_____	_____	_____			
Child Support/Alimony	_____	_____	_____	_____			
Social Security Benefits	_____	_____	_____	_____			
Retire/IRA/Keogh/401(k)	_____	_____	_____	_____			
Pension Income	_____	_____	_____	_____			
Contract for Deed Income	_____	_____	_____	_____			
Dividend/Interest	_____	_____	_____	_____			
Rental Income	_____	_____	_____	_____			
Trust Accounts	_____	_____	_____	_____			
TOTAL ANNUAL INCOME	_____	+	_____	+	_____	=	_____

BY SIGNING BELOW, I declare and affirm under the penalties of perjury that the information listed above has been examined by me, and to the best of my knowledge and belief, is in all things true and correct. I understand that the completion of the purchase of my (our) Governor's Home is at risk should this information be incorrect.

 BUYER DATE
 62 or over

 BUYER Date
 62 or over

PERSONAL NET WORTH STATEMENT

Net Worth is simply the difference between a person's assets (what they own) minus their liabilities (what they owe). By definition, liquid assets are all assets that can be quickly converted into cash, including savings and checking accounts, money-market accounts and most Certificates of Deposit, stocks and bonds (unless they are held in a retirement fund). Non-liquid assets include such items as a house or car that are not easily turned into cash.

Assets (what you own)

- 1. Cash \$ _____
- 2. Checking Accounts \$ _____
- 3. Savings Accounts \$ _____
- 4. Certificate of Deposit \$ _____
- 5. Mutual Funds \$ _____
- 6. Stocks & Bonds \$ _____
- 7. Cash Value of Life Insurance \$ _____
- 8. Other Liquid Assets \$ _____

SUBTOTAL OF LIQUID ASSETS \$ _____

- 9. Real Estate Owned \$ _____
- 10. Vested Interest in Retirement Accounts \$ _____
- 11. Business Ownership or Interests \$ _____
- 12. Personal Property \$ _____
- 13. Automobiles \$ _____
- 14. Other Non-liquid Assets \$ _____

SUBTOTAL OF NON-LIQUID ASSETS \$ _____

TOTAL ASSETS \$ _____

Liabilities (what you owe)

- 1. Credit Cards \$ _____
- 2. Personal Loans \$ _____
- 3. Auto Loans \$ _____
- 4. Student Loans \$ _____
- 5. Real Estate Loans \$ _____
- 6. Medical Bills \$ _____

TOTAL LIABILITIES \$ _____

TOTAL ASSETS \$ _____

TOTAL LIABILITIES -\$ _____

NET WORTH \$ _____

BY SIGNING BELOW, I declare and affirm under the penalties of perjury that the information listed above has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

BUYER _____ DATE _____

_____ Aged 62 or over

BUYER _____ DATE _____

_____ Aged 62 or over