

**THE ROAD HOME
GRANT RECIPIENT AFFIDAVIT**

BEFORE ME, the undersigned Notary Public, duly qualified in and for the State and Parish aforesaid, and in the presence of the undersigned witness personally came and appeared:

who after first being duly sworn according to law, did hereby certify and declare under oath and under penalties of perjury, to the State of Louisiana, Division of Administration, Office of Community Development as follows:

1. (a) At the date of Hurricane Katrina or Hurricane Rita, I/we was/were the owner-occupant(s) of the property located at **1450 CRESCENT DR, NEW ORLEANS, Louisiana 70122**, ("**Property**"), and it was my/our primary residence; or (b) I am the legal representative of the owner/occupant(s) of the Property (as their primary residence) as of the date of Hurricane Katrina or Hurricane Rita. **I/we am/are currently the owner of this property.**
2. I/we am/are the applicant, or legal representative of the applicant to receive a grant ("**Grant**") from The Road Home program. I understand that The Road Home program is funded by the United States of America under the HUD Community Development Block Grant Program ("**CDBG**"), and is being administered by the State of Louisiana, Division of Administration, Office of Community Development ("**OCD**") as compensation for damages caused by Hurricane Katrina or Hurricane Rita.
3. In connection with the Grant, I/we have executed and delivered to OCD a Grant Agreement and a Declaration of Covenants running with the Land ("**Covenants**"), affecting the Property. The Grant Agreement imposes an obligation on me/us to occupy the Property as our primary residence at some point during the 3-year period beginning on the date of the Grant Agreement. The Covenants restrict me/us from using and occupying the Property for any purpose other than as my/our primary residence for the 3-year period beginning on the date of the Covenants.
4. I/we agree to comply with the terms, covenants, and conditions contained in the Covenants and the Grant Agreement, and acknowledge that failure to comply with the Covenants or the Grant Agreement may result in an obligation to pay back all of the Grant.
5. Since the date of application for Grant Proceeds, I/we have not received insurance benefits, grants or other federal assistance payments for damage to my residence, which were not disclosed in my/our application to OCD for Grant funds.
6. I/we understand that by accepting the Grant that if my/our property is located in a Special Flood Hazard Area we must maintain flood insurance on the dwelling in the amount equal to or lesser of a) 100% of the insurable value of the dwelling as determined by the Property insurer or b) the maximum amount of Flood Insurance coverage available under the National Flood Insurance Program. Failure to maintain flood insurance is a violation of the covenants which could result in repayment of the Grant. Further, I/we further understand that failure to maintain flood insurance means that, in the event of a future disaster, I/we will not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding.
7. To expedite the disbursement of funds, I/we understand the The Road Home program may have released the funds prior to verification of payouts relating to damage caused by Hurricane Katrina or Hurricane Rita by FEMA and/or the insurance company or companies (collectively, the "Insurer") that insured the Property.
8. Under penalty of perjury and penalty of violation of Federal and State laws applicable to this Grant, I/we hereby certify that the insurance and FEMA information submitted to the Road Home Program is true and correct.
 - If the Insurer(s) has paid amounts in excess of the amount disclosed by me/us, I/we agree to repay the Grant, or portion thereof, which I/we received as a result of my/our providing the incorrect information.
 - If FEMA has paid amounts for damage to my property in excess of the amount disclosed by me/us, I/we agree to repay the Grant, or portion thereof, which I/we received as a result of my/our providing incorrect information.
 - If the overpayment is held by a Servicer or other third party, I/we irrevocably instruct the Servicer or other third party to release the amount of overpayment promptly to OCD.
9. Homeowner(s) asserts, certifies and reaffirms that all information on the application, and closing documents for Homeowner(s) grant are true to the best of my/our knowledge, and Homeowner(s) acknowledge(s) that such information has been relied on by OCD to provide disaster assistance to Homeowner(s). Homeowner(s) certifies that all damages claimed in connection with Homeowner(s) application for grant proceeds were a direct result of the declared disaster (Hurricane Rita or Hurricane Katrina), and that Homeowner(s) have disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of such declared disasters in the application process. Homeowner(s) acknowledge that Homeowner(s) may be prosecuted by Federal, State and/or local authorities in the event that Homeowner(s) make or file false, misleading and/or incomplete statements and/or documents. Homeowner(s) agree to repay the entire amount of the Grant in the event Homeowner(s) make or file false, misleading and/or incomplete statements and/or documents. Homeowner(s) acknowledges notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

PARISH OF _____

THUS DONE AND SIGNED on the _____ day of _____, 200____, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.


WITNESSES:

OWNER:

Witness Signature



Print Name:



Witness Signature

Print Name:

Notary Public

Print Name: _____

Notary No./Bar Roll No. _____

My Commission Expires: _____

