

Dear Applicant,

Thank you for your interest in the Mayor's Office of Housing and Community Development, Code Violation Enforcement-Deferred Rehab Loan Program, otherwise known as the COVER Loan Program.

The purpose of the program is to provide low-to-moderate income property owners with a low interest loan to address code violations as issued by the San Francisco Department of Building Inspection (DBI).

To submit and process your application, you will need to complete the enclosed application packet and include the supporting documentation listed below:

- COVER Application Form (completely filled out);
- Copy of Notice(s) of Violation issued by the San Francisco Department of Building Inspection (DBI);
- Two (2) years' most recent and consecutive Federal Income Tax Returns for <u>each</u> household member 18 years of age or older. A complete tax return is signed and dated, provides all pages, associated W-2s, 1099s and Schedules.
- Two (2) month(s) most recent and consecutive pay stubs (for the self-employed, provide a copy of the year-to-date Profit and Loss statement), and/or benefits award letter for all household members over the age of 18 years old.
- Two (2) month(s) most recent and consecutive statement(s) from each savings, checking or any other type of account (all pages) for all household members 18 years of age or older.
- o Completed Self-Employed Affidavit (if self-employed)
- o Current Homeowner's Insurance Declaration
- Most recent 30 day mortgage statement(s) for all existing mortgages
- Most recent HOA statement (if applicable)

Sign and date the following attached forms:

- Authority to Verify Credit Information
- Disclosure Agreement
- Funds Availability Disclosure
- Fair Lending Notice Form

Please take the time to review the materials enclosed. If additional information is needed or if you have specific questions regarding the application, feel free to contact our housing partner, for assistance. We look forward to working with you!

Sincerely,

Lorene Agujetas

Lorene D. Agujetas COVER Loan Program Manager Lorene.D.Agujetas@sfgov.org



APPLICATION CHECKLIST – Please include with application

Applicant(s) Name: ______

Property Address: ______

Households applying for a Code Violation Enforcement-Deferred Rehab Loan from the Mayor's Office of Housing and Community Development must submit a complete application. A complete application includes the following documents.

- COVER Application Form (completely filled out);
- Copy of Notice(s) of Violation issued by the DBI;
- Two (2) years' most recent and consecutive Federal Income Tax Returns for <u>each</u> household member 18 years of age or older. A complete tax return is signed and dated, provides all pages, associated W-2s, 1099s and Schedules.
- Two (2) month(s) most recent and consecutive pay stubs (for the self-employed, provide a copy of the year-to-date Profit and Loss statement), and/or benefits award letter for all household members over the age of 18 years old.
- Two (2) month(s) most recent and consecutive statement(s) from each savings, checking or any other type of account (all pages) for all household members 18 years of age or older.
- o Completed Self-Employed Affidavit (if self-employed)
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- o Most recent 30 day mortgage statement(s) for all existing mortgages
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Sign and date the following attached forms:

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- o Funds Availability Disclosure
- Fair Lending Notice Form



PROPERTY OWNER APPLICATION

CODE VIOLATION ENFORCEMENT-DEFERRED REHAB (COVER) LOAN PROGRAM

Please submit the application along with all supporting documents via Sharefile available on our website <u>http://sfmohcd.org/resources-current-owners</u>. You will be asked to create an account. If you are unable to send your complete application online, you may mail your documents to:

Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 Attn: COVER Program

If you have any questions, please contact our office at (415) 701-5500. Please write N/A for any items that do not apply.

Part I: Property Information					
Property Address					
City, State, Zip					

Year Built	
Year Purchased	
Total # of Units	
How many units are tenant-occupied?	
How many Notice(s) of Violation have you received in the last 12	
months?	
How many units are vacant?	

Head of Household (Household Member 1):

HOUSEHOLD MEMBER	NAME			DATE OF BIRT	Н	
#1	FIRST	MIDDLE	LAST	MONTH	DAY	YEAR
$\pi \bot$	OCCUPATION:			MARRIED OR	DOMESTIC PA	RTNERED
				🗆 YES 🗆 NO		

Household Member 2

Relationship to Head of Household:

HOUSEHOLD MEMBER	NAME			DATE OF BIRT	Ή	
#2	FIRST	MIDDL	LAST	MONTH	DAY	YEAR
Π Δ	OCCUPATION:	[ependent:	MARRIED OR DOMESTIC PARTNERED		
		E	🗆 Yes 🗆 No			
		(pouse is not a dependent)			



Household Member 3

Relationship to Head of Household:

HOUSEHOLD	NAME			DATE OF BIRT	н	
MEMBER						
#3	FIRST	MIDDLE	LAST	MONTH	DAY	YEAR
π.3	OCCUPATION:	Depende	Dependent:		MARRIED OR DOMESTIC PARTNERED	
		🗆 Yes 🗆	No	🗆 YES 🗆 NO		

Household Member 4 Relationship to Head of Household: HOUSEHOLD NAME DATE OF BIRTH MEMBER MIDDLE LAST FIRST MONTH DAY YEAR **#4 OCCUPATION:** MARRIED OR DOMESTIC PARTNERED **Dependent:** 🗆 Yes 🗆 No

Household Member 5

Relationship to Head of Household:

HOUSEHOLD MEMBER	NAME			DATE OF BIRT	Η	
#5	FIRST	MIDDL	LAST	MONTH	DAY	YEAR
щ	OCCUPATION:	PATION: Dependent:		MARRIED OR	DOMESTIC PA	RTNERED
		[🛛 Yes 🗆 No	🗆 YES 🗆 NO		

Household Member 6

Relationship to Head of Household:

HOUSEHOLD	NAME				DATE OF BIRT	н	
MEMBER							
#6	FIRST	MIDE	DLE	LAST	MONTH	DAY	YEAR
" ••	OCCUPATION:		Dependent:		MARRIED OR	DOMESTIC PA	RTNERED
			🗆 Yes 🗆 No		🗆 YES 🗆 NO		

Total Household Size Including Dependents:

HOUSEHOLD EMPLOYMENT AND INCOME

You must complete this form as a part of your application. "HH #" = Household Member Number

CURREN	CURRENT EMPLOYMENT (Please write "unemployed" under "Name of Employer" for unemployed household members)								
HH #	Name of Employer	EmployerAddress	First Day of Employment	Self-	Gross Annual				
			(mm/dd/yyyy)	Employed?	Income				
				(Yes/No)					
					\$				
					ć				
					Ş				
					\$				



										\$
										\$
GROSS	ANNU	AL INCOME f	for each	h h	ousehold member					
НН #		Wages			Social Security/Pensions Received Annually		Public Assistance Received Annually		(i.e. Income fr drawing fun Investments	Received Annually om Retirement - if ds; Income from s; Child Support; onv: etc.)
Totals	\$		(a)	\$	(b)	\$		(c)	\$	(d)
TOTAL GROSS ANNUAL INCOME Add (a) through (d)							\$	(e)		

HOUSEHOLD ASSETS – NON RETIREMENT

You must complete this form as a part of your application.

INCOME FROM ASSETS

Important: You must list every cash account that lists the household member as an account holder. Asset accounts can include, but are not limited to, checking accounts, savings accounts, Certificates of Deposit, Mutual Funds, stocks, bonds, trust funds, limited liability investments, gifts for down payment or other costs, retirement accounts, monthly income from retirement and any other account in which money is saved. If money is not saved in an institution (e.g. it is saved at home), applicants must list this amount, as well. Do not include material assets such as cars, boats, etc. -- only cash assets.

You must also list all joint accounts, custodial accounts for minors, and other accounts on which the household member's name appears. Failure to list all accounts will disqualify your household from applying for the COVER Loan Program.

Retirement money will not be counted toward the asset test and should not be listed below. However, applicant must include at least the most recent statement from each retirement account as an attachment in your application for verification. Attach additional sheets if necessary.

"HH #" = Household Member Number

HH #	Name of Institution	Type of Asset	Current Cash Value of Asset
	(bank name, etc.)	(e.g.: bank account, savings account, CD,	
		mutual fund, trust fund, gift, etc.)	
			\$
			\$
			\$
			\$



Total Household Liquid Assets (do not include retirement) \$

YOU MUST ATTACH THE 2 MOST RECENT AND CONSECUTIVE STATEMENTS FOR EACH ASSET LISTED ABOVE.

PART VII: Liabilities							
Liability Type	Original Loan/ Credit Line Amount	Current Balance	Monthly Payment				
First Mortgage		\$	\$				
Second		\$	\$				
Mortgage							
Third Mortgage		\$	\$				
Installment Loan		\$	\$				
Credit Card		\$	\$				
Credit Card		\$	\$				
Other		\$	\$				

Part VIII: Monthly Household Expenses					
Expense Type	Description	Monthly			
		Payment			
Mortgages		\$			
Homeowner's Insurance		\$			
Property Taxes		\$			
Gas & Electricity		\$			
Water & Garbage		\$			
Cable/ Internet/Phone		\$			
Credit card payments		\$			
Maintenance		\$			
Other		\$			

Part IX: Tenant Information						
Name	Unit #	Contact No.	Child under 6?			



Part X: Questions to Borrower(s)	
Does the applicant(s) have any outstanding judgments?	
Has the applicant(s) declared bankruptcy in the past ten (10)	
years?	
Are there any delinquent tax liens or other liens against the	
property?	
Do the applicant(s) intend to occupy this property?	
Part XI: Borrower Certification and Signatures	
The Mayor's Office of Housing and Community Development (N	10HCD) must obtain any documents needed to verify the

The Mayor's Office of Housing and Community Development (MOHCD) must obtain any documents needed to verify the information provided. In addition, all the work performed on the property will have to be verified by the rehabilitation inspectors. You must understand the requirements and the provisions of the loan agreement prior to closing the loan. If you have any questions, please make sure you understand the program requirements before loan closing. The information on this application will be used to determine loan eligibility. I/we have listed in Part III all persons in my/our household. I/we have provided for each person(s) set forth in Part III acceptable verification of current annual income. I have also disclosed ALL assets held by each person listed in Part III, and have provided documentation thereof.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the Code Violation Enforcement-Deferred Rehab Loan Program application.

Signature Date	Printed Name		
र	Printeu Name	Signature	Date
	CO-BORROWER		
	-BORKOWER		



Help us ensure we are meeting our goal to serve all people

These optional questions will <u>not</u> affect your eligibility for housing in any way. Your individual answers are kept completely confidential and used only for statistical nurposes

Which best describes your gender?	Which was your sex at birth?	Which best describes your sexual orientation or				
(Check one that best describes your	(Check one)	sexual identity? (Check one)				
current gender identity)	⊡ Female	2 Bisexual				
2 Female	21 Male	IGay/Lesbian/Same-GenderLoving				
20Male		Questioning/Unsure				
IGenderqueer/Gender Non-binary		☑Straight/Heterosexual				
20 rans Female		Invot listed - please specify:				
202 rans Male						
Not listed – place specify: Which best describes your ethnicity? (selec	t one)					
Image: Second se						
Which best describes your race? (select on	 e)					
Image: Second state						
27Asian	Image: American Indian/Alaskan Native and White					
22Black/African American	🛙 Asian <i>and</i> White					
22Native Hawaiian/Other Pacific Islander	Black/African American an	d White				
22White	2 Other/Multiracial					

Please find more information on the demographic information requested at www.sfmohcd.org

How did you hear about this program?
Image: Comparison of the second second



HOUSEHOLD CERTIFICATION AND SIGNATURES

The undersigned specifically acknowledge (s) and agree (s) that: 1) the loan requested by this application would be secured by a junior deed of trust on the property described herein, 2) the property will be used solely as the principal residence of the undersigned, 3) all statements made in this application are true and made for the purpose of obtaining a Code Violation Enforcement-Deferred Rehab (COVER) loan from the City and County of San Francisco. Verification may be obtained from any source named in this application. I/we fully understand that to make any false statements, whether negligent or intentional, concerning this application will result in the City's denial of a Code Violation Enforcement-Deferred Rehab (COVER) Ioan or will be a default under the Code Violation Enforcement-Deferred Rehab (COVER) Ioan or will be a default under the

The information on this form will be used to determine income eligibility. I/we have listed all persons in my/our household. I/we have provided each household member's acceptable verification of current annual income. I/we have also disclosed all assets held by each person listed on the application, and have provided documentation thereof. Under penalties of perjury, I/we certify that the information presented in this certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud.

Public records act: the City and County of San Francisco is subject to the requirements of the California public records act, government code section 6250, et seq. the public records act provides that virtually all documents held or used by the city in the course of conducting the public's business are public records which the city, subject to certain limited exemptions, must make available for inspection and copying by the public. Applications for loans or grants from the city are public records as are the completed loan and grant documents. Under section 67.24(e) of San Francisco administrative code, applications for financing and all other records of communication between the City and the borrower must be open to public inspection immediately after a contract has been awarded. All information provided by the borrower which is covered by that ordinance (as it may be amended) will be made available to the public upon appropriate request. MOHCD will not disclose personal sensitive information including dates of birth, social security numbers and bank account numbers.

Must be signed by all applicants 18 years or older.

Applicant's Signature	Applicant'sPrintedName	Date
Applicant's Signature	Applicant'sPrintedName	Date
Applicant's Signature	Applicant'sPrintedName	Date
Applicant's Signature	Applicant's Printed Name	Date
Applicant's Signature	Applicant'sPrintedName	Date



SUPPLEMENTAL LEAD-BASED PAINT HAZARD CONTROL PROGRAM INFORMATION

You may be eligible for a grant from the Mayor's Office of Housing and Community Development's SF Healthy Homes Grant Program. To determine your eligibility, please provide the information requested below. You will be notified of your eligibility in writing.

LEAD SUPPLEMENTAL PART I: UNIT INFORMATION									
Number of Units									
What year was the property built?									
How many units a									
Is the property us									
LEAD SUPPLEMEN	NTAL PART II: TENANT	INFORM	MAT	ION					
Tenant Name	Address	Unit # Work Number Home Number Cell Number		No. of Bedroom s	No. of Baths	No. of Living rooms	No. of Dining rooms	No. of Kitchen s	



AUTHORITY TO VERIFY CREDIT INFORMATION

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT CODE VIOLATION ENFORCEMENT-DEFERRED REHAB LOAN PROGRAM

This is your authority to verify my bank accounts, employment, outstanding debts, including any present or previous mortgages, to order a consumer credit report, and to make any other inquiries pertaining to my qualification for a loan secured by my property. You may make copies of this letter for distribution to any party with which I have a financial relationship or credit relationship and that party may treat such copy as an original.

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgager under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective mortgagor or borrower may be delayed or rejected.

BORROWER

Date

CO-BORROWER

Date



DISCLOSURE OF SERVICES & OWNER RESPONSIBILITY AGREEMENT

I (we) have applied for a rehabilitation loan through the City and County of San Francisco's Mayor's Office of Housing and Community Development (MOHCD). In connection with this loan/construction inspection assistance, if approved, I (we) understand that MOHCD may inspect my (our) property and will provide services in accordance with the regulations established under the Mayor's Office of Housing and Community Development's Code Violation Enforcement-Deferred Rehab (COVER) Loan Program associated with work on the property. These regulations can be found in the Code Violation Enforcement-Deferred Rehab Loan Program Manual.

I (we) understand that a copy of the COVER Loan Program manual and/or Operating and Procedures Manual is available to me from MOHCD upon request.

HOMEOWNER RESPONSIBILITIES

I (we) further understand that notwithstanding the services MOHCD provides it is my (our) responsibility to:

- 1. Read all materials provided regarding the COVER Loan Program;
- 2. Provide all requested loan application, supporting documentation, and property information within 3 days of request,
- 3. Allow the Contractor, MOHCD and City building inspectors and other City agencies and technical providers access to all rooms in the property and respond to scheduling needs of the Contractor, Architect, and Engineer;
- 4. Review and approve the specifications and Scope of Work prepared by MOHCD;
- 5. Bid the project out, review the bids and select a contractor (subject to Our Program approval);
- 6. Respond to scheduling needs of the Contractor, Architect, and Engineer;
- 7. Monitor construction progress
- 8. Bring construction issues and problems to the attention of MOHCD and the Contractor in a timely manner;
- 9. Attend all inspections;
- 10. Sign the construction contracts and change orders;
- 11. Authorize all payments pursuant to the terms of the program loan documents;
- 12. Complete evaluation of Contractor's performance;
- 13. Repaying the loan when due; and
- 14. Perform all obligations set forth in the program documents; and
- 15. Comply with all applicable program policies and procedures, and Federal, State, and Local regulations.

I (we) further understand that all loan funds will be held in a project account by MOHCD. Authorization by MOHCD and/or me (us) will be required for all disbursements.

I (we) understand the intent of the program is to assist low-to-moderate income property owners with repairs, rehabilitation work, and/or code enforcement remedies as specified in the Notice(s) of Violation issued by the San Francisco Department of Building Inspection and NOT for general remodeling purposes. I (we) further understand that I (we) will not be reimbursed for any work I (we) pay or have paid for out of pocket.

I (we) understand that in ordinary repair and/or rehabilitation loans, lenders may not necessarily make work-inprogress inspections, and that MOHCD is providing this service to me solely as a courtesy. However, we agree that these services provided by MOHCD are not a guarantee of the contractor's work, nor is MOHCD responsible for any contractor's performance. I (we) understand that I am (we are) fully aware that the construction contract with the contractor governs the requirements of the construction work and it is my (our) responsibility to direct any disputes regarding the construction to the contractor and to rely on the terms of the construction contract, not on MOHCD in



order to enforce my (our) rights under the construction contract.

I (we) understand that the staff of MOHCD cannot be personally available for all inspections of each segment of the work performed on the construction site and that MOHCD and their employees, members, officers, and directors will reasonably rely on the competency and skill of each individual contractor to perform its obligations under the construction contract.

I (we) further agree to hold harmless, protect and indemnify the City and County of San Francisco (the "City") and their respective employees, members, officers and directors, boards and commissions (each, an "Indemnitee") from any and all loss, liability, damage, cost, expense or charge and reasonable attorneys' fees and costs (including those in mediation, arbitration, appeal, enforcement or bankruptcy proceedings) (collectively, "Loss") arising in connection with the construction work performed or not performed by the contractor, the rehabilitation loan made by the City to me (us) in connection with my (our) property, and all services performed by the Indemnitees in connection with the rehabilitation loan and the inspections, except to the extent such Loss is caused by the willful misconduct or active gross negligence of such Indemnitee.

Fee Agreement

I understand that Our Program will make no charge for technical products like the work write-up, but that I will pay charges normally associated with borrowing, such as interest, service charges, title costs, recording fees required by the lender and licensed inspections like: risk assessment, clearance, termites, etc.

I (we) authorize MOHCD staff to obtain or provide reports and/or services and to incur fees before a Loan Agreement is signed. These include, but are not limited to the following:

Generally Needed	Report/Expenditure Item	Estimated Amount (may change without notice)
\checkmark	Escrow Account Maintenance Fee	\$TBD
\checkmark	Credit Report(s) (\$15 per person)	\$15 per applicant on title
\checkmark	Property Appraisal(s)	Up to \$1,500
\checkmark	Property Title Policy, insurance, and/or tax searches	Up to \$400
	Building code inspection report(s)	TBD
\checkmark	3-R Report(s)	TBD
\checkmark	Pest/Termite Control Report(s)	TBD
	Technical Assistance (Architectural & Engineering services)	TBD
	Permits, fees, and other related expenses	TBD
	Other: Specify	TBD

I (we) understand that a predevelopment escrow account may be opened on my (our) behalf in order to pay for the above-mentioned reports and other miscellaneous costs associated with the initial phase of the project. In the event I (we); deviate from the intent of the program and its Disclosure of Service Agreement, or provide false, misleading or incomplete information, or decide not complete the loan process and construction work, I (we) understand that these are grounds for a termination or my (our) COVER Loan Program Application and that I (we) will be held fully responsible for the costs incurred and that a lien will be placed against my (our) property for the same amount.

ACKNOWLEDGEMENT AND SIGNATURES - Whenever the pronouns "I," "my," "we" are used in this agreement they shal "we," "our," and "us" respectively, if more than one owner signs below.



I (we) agree that these above (referred) reports and/or services will be paid for as follows:

- a) From the loan amount when and if the loan agreement is signed;
- b) By me (us) personally if we: decide not to pursue the loan, complete construction, deviate from the intent of the program and its Disclosure of Services Agreement, or provide false, misleading or incomplete information
- c) By the Mayor's Office of Housing and Community Development if the loan is not approved.

By signing below, I (we) understand and agree to the above Disclosure of Services and Fee Agreement. Any deviation from the intent of the program or the above disclosed statements are grounds for program termination.

BORROWER	Date	
CO-BORROWER	Date	
PROPERTY ADDRESS:		



NOTICE OF FUNDS AVAILABILITY

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT CODE VIOLATION ENFORCEMENT-DEFERRED REHAB LOAN PROGRAM

The Mayor's Office of Housing and Community Development has limited funds available for the Code Violation Enforcement-Deferred Rehab Loan Program. These funds are disbursed to qualifying applicants on a "first come, first served" basis. The Mayor's Office of Housing and Community Development (MOHCD) CANNOT guarantee the funding of your loan application should it be approved.

I (we) understand MOHCD CANNOT guarantee Code Violation Enforcement-Deferred Rehab (COVER) Loan funding. I (we) have received a copy of this statement.

BORROWER

Date

CO-BORROWER

Date



THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 (California Department of Real Estate – RE 867 Rev. 6/04)

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

- 1. Trends, characteristics or condition in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
- 2. Race, color, religion, sex, marital status, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residence occupied by the owner and for the purpose of the home improvement of any one-to four-unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

2550 Mariposa Mall, Suite 3070 Fresno, CA 93721-2273

320 W. 4th Street, Suite 350 Los Angeles, CA 90013-1105

1515 Clay Street, Suite 702 Oakland, CA 94612-1462 2201 Broadway P.O. Box 187000 (mailing address) Sacramento, CA 95818-7000

1350 Front Street, Suite 3064 San Diego, CA 92101-3687

ACKNOWLEDGEMENT OF RECEIPT:

I (we) received a copy of this notice.

BORROWER

Date

CO-BORROWER

Date



EXTRA MATERIALS:

Overview Information and Affidavit Forms

Please review the following documents before completing your application:

- Program Overview
- Program Process Overview
- Program Application Overview
- Affidavit Forms (if needed)
 - Income Tax Affidavit Form
 - $\circ~$ Unemployed Affidavit Form
- Employment Verification (if needed)



PLEASE FILL OUT THE

TAX AFFIDAVIT FORM,

IF

THE APPLICANT CANNOT PROVIDE OR IS NOT REQUIRED TO FILE FEDERAL TAX RETURNS

PLEASE SIGN AND NOTARIZE



CITY AND COUNTY OF SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT COVER LOAN PROGRAM

INCOME TAX AFFIDAVIT

I/(We) (name here)	hereby
certify that I/(we) was/(were) not required	by law to file a Federal Income Tax Return
for the following year(s)	for the reason(s) below:

Please list reasons here:

I/ (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my/ (our) eligibility for the Code Violation Enforcement-Deferred Rehab Loan Program. I/ (We) acknowledge that a material misstatement fraudulently or negligently made in this affidavit or in any other statement made by me/ (us) in connection with an application for the loan may constitute a federal violation punishable by a fine and/or denial of my/ (our) loan application.

BORROWER

Date

BORROWER

Date

A Certificate of Acknowledgement must be completed and attached to this affidavit prior to submittal.



PLEASE FILL OUT THE

UNEMPLOYED AFFIDAVIT FORM,

IF

THE APPLICANT IS NOT CURRENTLY EMPLOYED

ONE PER PERSON PLEASE

PLEASE SIGN AND NOTARIZE



CITY AND COUNTY OF SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT COVER LOAN PROGRAM

UNEMPLOYED AFFIDAVIT

Before me this _____ day of _____, ____, personally appeared _____, who, being duly sworn, deposes and says:

I (name here) ______am <u>not</u> presently employed, not currently receiving any income, and will not file for unemployment benefits in 20___.

I acknowledge and understand that this Affidavit will be relied upon for purposes of determining my/ (our) eligibility for the Code Violation Enforcement-Deferred Rehab Loan. I acknowledge that a material misstatement fraudulently or negligently made in this affidavit or in any other statement made by me in connection with my Code Violation Enforcement-Deferred Rehab Loan application may constitute a federal violation punishable by a fine and/or denial of my application for the loan.

BORROWER

Date

A Certificate of Acknowledgement must be completed and attached to this affidavit prior to submittal.



PLEASE FILL OUT THE

SELF-EMPLOYMENT AFFIDAVIT FORM,

IF

THE APPLICANT IS CURRENTLY SELF-EMPLOYED

ONE PER PERSON PLEASE

PLEASE SIGN AND NOTARIZE

Code Violation Enforcement-Deferred Rehab (COVER) Loan Program Application Packet -Page 22 of 28



CITY AND COUNTY OF SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT COVER LOAN PROGRAM

SELF-EMPLOYED AFFIDAVIT

Before me this _____ day of _____, ___, personally appeared _____, personally appeared _____, who, being duly sworn deposes and says:

I am currently self-employed and am submitting to the Mayor's Office of Housing and Community Development for the purpose of applying for the Mayor's Office of Housing and Community Development – Code Violation Enforcement-Deferred Rehab Loan, a Profit and Loss Statement from the most recent quarter. I affirm that is a true and accurate reflection of my current income.

I acknowledge and understand that this Affidavit will be relied upon for purposes of determining my/ (our) eligibility for the COVER Loan. I acknowledge that a material misstatement fraudulently or negligently made in this affidavit or in any other statement made by me in connection with my Code Violation Enforcement-Deferred Rehab Loan application may constitute a federal violation punishable by a fine and/or denial of my application for the loan.

I have been self-employed from the following month and year forward: ____ / ____

This affidavit must be accompanied by a signed and date Profit and Loss Statement that reflects the most recent quarter. The Profit and Loss Statement must be modeled on Schedule C of the most currently available federal tax form.

BORROWER

Date

A Certificate of Acknowledgement must be completed and attached to this affidavit prior to submittal.



PROGRAM OVERVIEW COVER LOAN PROGRAM

Background Information

The San Francisco Mayor's Office of Housing and Community Development (MOHCD), Code Violation Enforcement-Deferred Rehab (COVER) Loan Program offer low interest loans to low-to-moderate income property owners to address code violations as specified in Notice(s) of Violation issued by the San Francisco Department of Building Inspection (DBI).

To be eligible for a COVER Loan, a household must meet specific income, asset, and property requirements as detailed below. Loans are available to low-to-moderate income homeowners who are unable to secure conventional financing and/or who have other resources available to them.

How to Apply for a COVER Loan

You may obtain an application from our website www.sfmohcd.org.

Please submit the application along with all supporting documents via Sharefile available on our website <u>http://sfmohcd.org/resources-current-owners</u>.

You will be asked to create an account. If you are unable to send your complete application online, you may mail your documents to:

Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 Attn: COVER Program

If you have any questions, please contact our office at (415) 701-5500. Please write N/A for any items that do not apply.

Features of the Loan(s)

The COVER loan program is funded by the Department of Building Inspection and administered by MOHCD.

Loans are available to rehabilitate units up to four units. There must be at least one owner-occupied unit for the property to be eligible. Tenant-occupied units may be addressed as the project budget permits.

Payments of principal and accrued interest can be deferred until a change of title through sale or transfer, non-occupancy of property by the Homeowner, or five (5) years from the date of the loan closing, whichever comes first.



LOAN FEAT	LOAN FEATURES							
Loan Type	Maximum Loan	Unit	Interest	Loan to Value	Term of the			
	Amount	Maximum	Rate	(LTV)	Loan			
COVER	Case by case basis	4 units	1%	105%	5 years or Sale, Title Transfer, or non- owner-occupied			

Qualifications

Property Qualifications

The property must be free of all liens not approved by MOHCD. These are often negative liens such as for delinquent taxes, judgments, mechanics liens or any other liens that could jeopardize the City's loan security.

- The property must be a permanent structure within the City and County of San Francisco;
- The property must be one (1) to four (4) attached unit dwelling units;
- At least, one (1) unit must be the property owner's principal residence;
- There must be at least one outstanding Notice of Violation issued by DBI for the subject property.

Rehabilitation work must address:

• Work as required to address items as specified in the Notice(s) of Violation issued by DBI.

Applicant Qualifications

- 1. The owner must be the legal owner of the property to be rehabilitated and must occupy at least one unit on the subject property. Each Homeowner must be named on the property's title.
- 2. For the purpose of the asset test, the Homeowner's primary residence and martial possessions will not be considered liquid assets. Retirement funds held in a pension account, retirement fund, 401k plan, 403b plan, trust fund, or similar asset that is not available for liquidation are exempt from the asset test.
 - a. For COVER loans, 2% of the household's asset holdings will be added to the household's income.
- 3. All property must carry hazard insurance and the City and County of San Francisco must, at the time of the loan, be listed as loss payee.
- 4. The household gross income must meet the income guidelines. The amounts are adjusted on an annual basis by household size.

2017 Maximum Income by Household Size							
Loan Type	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	
COVER	\$96,850	\$110,700	\$124,500	\$138,350	\$149,400	\$160,500	

Derived from the Unadjusted Area Median Income (AMI) for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco



Closing documents associated with the COVER Loan Program

Once your loan is approved by the Mayor's Office of Housing and Community Development, MOHCD will work with you to close your loan. All titleholders to the property will be required to sign the following documents:

Loan Agreement – An agreement that details the parameters and conditions of the loan.

Promissory Note – A note that promises to repay the loan at certain interest rate within the term of the loan.

Deed of Trust – The deed is used to record the lien against the property. Any future liens against the property that jeopardize the City's security and interest in the property are subject to the approval of the Mayor's Office of Housing and Community Development.

Notice of Default – A notice of default is recorded for each existing lien against the property. The Mayor's Office of Housing and Community Development will be notified should any of the existing liens default.

Additional Loss Payee – The additional loss payee form instructs your current homeowner insurance policy holder to add the City and County of San Francisco as an additional loss payee on your account. This ensures the City is notified of insurance lapses, cancellations or other activity associated with the subject property.

Truth in Lending – The truth in lending statement provides information on the actual cost of the loan when interest is taken into account.

Notice of Right to Cancel – The notice of right to cancel provides the borrower a three (3) day window in which to cancel the loan.



PROGRAM PROCESS OVERVIEW

CODE VIOLATION ENFORCEMENT-DEFERRED REHAB (COVER) LOAN PROGRAM

The following has been provided to you for your convenience and is meant to be a general guide of the COVER Loan Program.

Step 1: Refer to the Code Violation Enforcement Rehab Introductory letter you received in the mail.

Step 2: Review the COVER Program information and loan application available on our website here: <u>www.sfmohcd.gov</u>

Step 3: Complete the COVER application along with all supporting documents and submit via Sharefile available on our website. You will be asked to create an account. If you are unable to send your complete application online, you may mail your documents to:

Mayor's Office of Housing & Community Development COVER Loan Program 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103 Main (415) 701-5500

Should you require additional assistance in completing the application or compiling necessary documentation, feel free to contact our housing partner for assistance.

Step 4: A representative will contact you via email and/or mail to confirm receipt of your application, request for missing or supplemental documentation.

Step 5: Once your application is complete, submitted documentation will be reviewed for eligibility.

Step 6: The Property owner may begin contacting contractors and must compile at least three (3) bids for necessary work to address each Notice(s) of Violation. The bids must be provided to MOHCD for price comparison and review. The property owner will inform MOHCD which contractor they have chosen to perform the work. The property owner must provide a fully executed work and cost summary.



Step 7: Full property appraisal is ordered. Eligibility is finalized. Loan is underwritten and submitted for full loan funding. Loan funds will be deposited into an escrow account to await disbursement.

Step 8: An approval letter and copies of full loan documents will be sent to the property owner(s) for review. A date for the loan contract signing will be provided on the approval letter. Loan documents must be executed at the escrow company's office. Executed documents shall be notarized and recorded accordingly prior to the start of construction.

Step 9: Property Owner will receive the COVER Loan Disbursement Packet. The property owner must complete all forms and provide all requested documentation to request payment funds for the contractor after the work is completed.

Step 10: The Property owner is responsible for initiating start of construction, project oversight, scheduling the final walkthrough with DBI and obtain written project completion confirmation for their records.

Step 11: Should there be any change orders, the property owner must provide change orders immediately to MOHCD for review and approval. If a change order is approved, an Addendum to the original loan agreement will be executed prior to the release of additional funds and copies of fully executed change orders must be provided to MOHCD. For change orders to reduce work, the remaining funds will be used to pay off the principal loan balance.

Step 12: Property Owner must provide the completed disbursement packet to MOHCD to initiate payment. The disbursement packet will be reviewed; once approved, a check in the amount of the actual disbursement amount will be sent directly to the contractor who performed the work. If additional funds were requested for change orders, payment for change orders shall follow once evidence of completed change order work is provided.

Step 13: Property Owner will be provided a project closure letter with updated principal loan balance. The property owner will also receive copies of all executed loan documents for his/her records.

Step 14: Enjoy your home!