

# APPENDIX D



**City of Yucaipa**

**Energy Independence Program**

**ASSESSMENT FINANCING APPLICATION**

## **SUPPLEMENTAL DISCLOSURE REGARDING ASSESSMENT FINANCING – FHFA STATEMENT**

The City of Yucaipa wishes to inform you of actions taken by the Federal Housing Finance Agency (FHFA) on July 6, 2010 and Fannie Mae and Freddie Mac on August 31, 2010, stating that participation in energy assessment programs such as the Energy Independence Program may be in violation of your mortgage documents.

Such actions by FHFA, Fannie Mae, and Freddie Mac, and some of their implications for residential property owners participating in the Energy Independence Program (EIP), are described in this Supplemental Disclosure. This Supplemental Disclosure is provided in connection with the City Council's determination on July 25, 2011 to lift the temporary suspension of the residential portion of the Energy Independence Program and provides additional information for property owners to evaluate in making their informed decision as to the financing available under the Energy Independence Program.

Fannie Mae and Freddie Mac are government sponsored enterprises that purchase a large segment of single family home mortgages from lenders. On July 6, 2010, the Federal Housing Finance Agency (FHFA), the federal regulatory agency that oversees Fannie Mae and Freddie Mac, issued a guidance statement to Fannie Mae and Freddie Mac. FHFA's statement highlights the provisions in mortgages or deeds of trust used in connection with Fannie Mae's and Freddie Mac's programs prohibiting a property owner from incurring a senior lien on the property (such as an EIP assessment) without the consent of the mortgage lender.

In FHFA's view, lenders participating in Fannie Mae and Freddie Mac programs should treat energy improvement assessments (such as a contractual assessment levied under the Energy Independence Program) differently than assessments levied in connection with traditional assessment districts. The City of Yucaipa disagrees with this viewpoint and is working to modify this position. Commencing July 6, 2010, FHFA's statement directs Fannie Mae and Freddie Mac to protect their safe and sound operations in their mortgages or deeds of trust prohibiting a property owner from incurring a senior lien on the property without the consent of the mortgage lender.

To implement FHFA's July 6, 2010 directives, on August 31, 2010, Fannie Mae and Freddie Mac issued instruction letters to lenders and servicers of mortgages or deeds of trust that may be sold to Fannie Mae and Freddie Mac. These letters state that Fannie Mae and Freddie Mac will not purchase from lenders mortgages or deeds of trusts for properties with a senior energy assessment lien (such as an EIP assessment lien).

Additionally, in their August 31, 2010 letters, Fannie Mae and Freddie Mac prescribe new restrictions and regulations on mortgage refinancing options for mortgages or deeds of trust sold by a lender to Fannie Mae or Freddie Mac with EIP financing obtained before July 6, 2010.

**FOR PROPERTIES WITH MORTGAGES OR DEEDS OF TRUST REGULATED BY FHFA, ENTERING INTO AN ENERGY INDEPENDENCE PROGRAM ASSESSMENT CONTRACT ON OR AFTER JULY 6, 2010 WITHOUT THE CONSENT OF THE OWNER'S EXISTING LENDER(S) MAY CONSTITUTE AN EVENT OF DEFAULT UNDER THE EXISTING SECURITY INSTRUMENT (MORTGAGE OR DEED OF TRUST). DEFAULTING UNDER SUCH SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE (I) ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH**

**SECURITY INSTRUMENT, (II) UNWILLINGNESS OF THE LENDER TO PERMIT REFINANCING OF THE EXISTING MORTGAGE LOAN UNLESS THE OWNER FIRST REPAYS THE ENTIRE AMOUNT OF THE EIP ENERGY ASSESSMENT, OR (III) UNWILLINGNESS OF THE LENDER TO PERMIT SALE OR TRANSFER OF THE PROPERTY UNLESS THE OWNER FIRST REPAYS THE ENTIRE AMOUNT OF THE EIP ENERGY ASSESSMENT.**

**Before proceeding with your Energy Independence Program Application, you should carefully review any agreement(s) or security instrument(s) (such as mortgages or deeds of trust) which affect your property or to which you are a party, and contact your lender if you have any concerns.**

A property owner must declare under penalty of perjury in the Energy Independence Program Application that (i) the owner has the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the assessment contract, the Application, and the various documents and instruments referenced therein; and (ii) that executing the assessment contract, receiving the loan proceeds, and consenting to the assessment levied against the property owner's property will not constitute a default under any other agreement or security instrument which affects the property owner's property or to which the property owner is a party.

**If you have any questions regarding any agreements or security instruments which affect your property or to which you are a party, or regarding your authority to execute the Energy Independence Program Application or enter into an assessment contract with the City without the prior consent of your existing lender(s), the City strongly encourages you to consult with your own legal counsel and/or your lender(s). City Staff will not provide property owners with advice regarding existing agreements or security instruments.**

I/We have read the above statement. All property owners on title must sign below:

_____ Signature	_____ Date
_____ Signature	_____ Date
_____ Signature	_____ Date
_____ Signature	_____ Date

## APPLICATION INSTRUCTIONS

1. Please complete and sign the attached Application Form and include all requested attachments. Please type or print neatly in blue or black ink.
2. All applications are processed on a first-come, first-served basis, upon receipt, until funds are depleted. Incomplete or incorrect applications cannot be processed. Resubmitted applications are processed on a first-come, first-served basis upon the new receipt date. Application approval and the execution of an Assessment Contract is required before any Energy Independence Program (“EIP”) assessment financing is made available.
3. If there are insufficient funds available, an approved applicant will be placed on a waiting list.
4. Keep a copy of your completed Application and all submitted documents for your records. Keep a copy of all receipts, paid invoices, and home improvement contracts.
5. Mail or deliver your completed Application and attachments to:

EIP Administrator  
34272 Yucaipa Blvd.  
Yucaipa, CA 92399

6. For questions regarding the status of your Application, call (909)797-2489 x282, or submit e-mail inquiries to [dgray@yucaipa.org](mailto:dgray@yucaipa.org).
7. For information on home improvement contracts or the status of your proposed contractor’s state license, visit [www.cslb.gov](http://www.cslb.gov) or call the Contractor’s State License Board at 1-800-321-CSLB. For information regarding energy audits, visit [www.yucaipa.org](http://www.yucaipa.org) .
8. All required applicable permits must be obtained from the City of Yucaipa Building and Safety Department. City inspections must be made prior to final disbursement of funds.

**CITY OF YUCAIPA  
ENERGY INDEPENDENCE PROGRAM  
ASSESSMENT FINANCING APPLICATION**

The Yucaipa Energy Independence Program (“EIP”) provides assessment financing for the installation of distributed generation renewable energy sources and energy efficiency improvements that are permanently fixed to improved real property (collectively known as “Energy Improvements”). Assessment financing will be made pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10) and the City of Yucaipa’s Energy Independence Program Report and Administrative Guidelines originally dated July 27, 2009, as amended from time to time..

**SECTION 1. Eligibility Requirements**

All owners of improved residential, commercial, and industrial property are eligible for the Program provided the following criteria are met:

- Applicant(s) is/are the legal owner of the property described in the Application (the “Property”)
- Property is developed and located within the City
- All taxes recorded on the Property are current.<sup>3</sup>
- Property Owner is current on mortgage(s).<sup>4</sup>
- Property Owner is not in bankruptcy and the Property is not an asset in a bankruptcy proceeding.<sup>5</sup>
- There are no federal or state income tax liens, judgment liens, or similar involuntary liens on the Property.
- If deemed necessary by the EIP Administrator, property owner has received the consent of any pre-existing secured lenders, as evidenced by the attached consent agreement(s).
- Property owner has applied with state and/or federal rebate programs such as the California Solar Initiative, Self-Generation Initiative and Emerging Renewables Program, or other weatherization programs, as applicable.
- The value to lien ratio (including pre-existing liens) is a minimum of 10:1<sup>6</sup>
- The total amount of any annual property taxes and assessments shall not exceed five percent (5%) of the market value of the property.

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<sup>3</sup> This means that for a minimum of twelve (12) months prior to the application date, no delinquent payments have been recorded by the County Tax Collector. Delinquent payments are those that result in incurred penalties and/or interest expense as a result of a late payment.

<sup>4</sup> This means that, for a minimum of six (6) consecutive months prior to the application date, the applicant will have incurred no late fees or penalties. In addition, no notice of default will have been filed relative to that mortgage(s), within the past twelve (12) months.

<sup>5</sup> This means that, for a minimum of twelve (12) months prior to the application date, the applicant will not have filed for bankruptcy. In addition, any prior bankruptcy proceedings will have concluded at a minimum of twelve months prior to the application date.

<sup>6</sup> Calculation: The ratio of (a) the value of the property to (b) the sum of (i) the requested EIP Loan plus (ii) the amount of all other pre-existing liens on the property securing a special tax levied pursuant to the Mello-Roos Community Facilities Act of 1982, a special assessment, must be at least 10:1. Exceptions to the minimum ratio may be granted on a case by case basis by the EIP Administrator and the City Manager (to a minimum of an 8:1 value-to-lien ratio) upon sufficient evidence, provided by the property owner, of the fiscal prudence and rationale for such exception. See Program Report and Administrative Guidelines for further detail.

For Office Use Only	
Assessor's Parcel No.	File No.
Received by EIP on _____ by _____ Reviewed on _____ by _____ Property owner contacted on _____ by _____	

**SECTION 2: Applicant Information**

Property Owner(s) Legal Name(s) AS THEY APPEAR ON PROPERTY TAX RECORDS		
OWNER 1	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #'S OWNED BY APPLICANT
OWNER 2	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #'S OWNED BY APPLICANT
OWNER 3	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #'S OWNED BY APPLICANT
OWNER 4	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #'S OWNED BY APPLICANT

PROPERTY OWNER(S) TYPE (Check all that apply)		
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Trust	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other
If other, please specify: _____		

PROPERTY OWNER CONTACT INFORMATION		
NAME	EMAIL ADDRESS	DAYTIME TELEPHONE NO

PHYSICAL PROPERTY ADDRESS AND ASSESSOR'S PARCEL NUMBER (Site of improvements)			
STREET ADDRESS	CITY	STATE	ZIP
ASSESSOR'S PARCEL NUMBER FOR SUBJECT PROPERTY			

**SECTION 3: Property Information**

Is the Property developed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you, or the Property described herein, involved in a bankruptcy proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>PROPERTY TYPE (Check all that apply)</b>		
<input type="checkbox"/> Single Family Residential	<input type="checkbox"/> Multi-family Residential	<input type="checkbox"/> Commercial
<input type="checkbox"/> Industrial	<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Other
If other, please specify: _____		

**SECTION 4: Proposed Energy Improvements**

<b>PROPOSED IMPROVEMENT PROJECT (Attach additional page(s) if necessary.)</b>	
1. PROPOSED IMPROVEMENT MEASURE NAME	2. TYPE OF IMPROVEMENT (CHECK ONE) <input type="checkbox"/> Water <input type="checkbox"/> Energy
QUANTITY AND/OR SIZE. INDICATE #	UNITS Watts
PROPOSED IMPROVEMENT MAKE AND MODEL SPECIFICATIONS	
ITEM BEING REPLACE MAKE AND MODEL (SPECIFICATIONS, I.E. AFUE, U-RATING, R-RATING, ETC.	(=) NET PROPOSED IMPROVEMENT COST

<b>PROPOSED IMPROVEMENT PROJECT (Attach additional page(s) if necessary.)</b>	
1. PROPOSED IMPROVEMENT MEASURE NAME	2. TYPE OF IMPROVEMENT (CHECK ONE) <input type="checkbox"/> Water <input type="checkbox"/> Energy
QUANTITY AND/OR SIZE. INDICATE #	UNITS Watts
PROPOSED IMPROVEMENT MAKE AND MODEL'S SPECIFICATIONS	
ITEM BEING REPLACE MAKE AND MODEL (SPECIFICATIONS, I.E. AFUE, U-RATING, R-RATING, ETC.	(=) NET PROPOSED IMPROVEMENT COST

**Custom Measures:**

List the proposed custom measures and their estimated costs below. Approval of custom measures may require technical review of requested engineering plans and other specifications, and may require additional fees. Additional fees will be discussed with the Property Owner prior to review.

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\*See Eligible Costs in EIP Report and Administrative Guidelines

**Itemized Estimated Cost of Improvement(s) – Documentation required\*:**

A.	(i) Construction contract(s) (bid price for cost of materials and labor less any applicable rebates): and/or	\$	_____
	(ii) If self-installing, cost of equipment (less applicable rebates; do not include any labor costs):	\$	_____
B.	Contingency allowance [10% of (i) and or (ii) above]:	\$	_____
C.	Energy survey/audit costs (highly recommended but not required to participate):	\$	_____
D.	Drafting, engineering and/or plan preparation costs:	\$	_____
E.	Estimated Permit fees:	\$	_____
F.	Title Fees* (if included in financed amount):	\$	32.00
G.	Other: _____ <input type="checkbox"/> See Attachment	\$	_____
	<b>Total</b>	<b>\$</b>	_____

**Requested Financing Amount \$** \_\_\_\_\_

Minimum financing amount is \$5,000.

\* The applicant will be responsible for the title report and title insurance costs. The applicant's title costs may be included in the financed amount or the applicant may pay this cost to the City at the time of the execution of the financing agreement.

Financing Term Requested (10, 15, or 20 years): \_\_\_\_\_

Multiple Disbursements requested (financed amount in excess of \$35,000):  Yes  No

(Note: Interest will accrue on the entire assessment amount at the time of the first disbursement.)

### Required Attachments:

- Organizational documents (if Property Owner is not an individual), i.e., Trust Documents showing the ‘powers of the trustee’ to encumber the property.
- Home Improvement Contract(s) or contractor’s bid(s) or contractor’s proposal(s), which include contractor’s name and license number (unless self-installing).
- Statements, purchase orders, or other evidence of cost for items not covered by a Home Improvement contract or a contractor’s bid or proposal.
- Current mortgage statements or other evidence that mortgages or any other loans secured by the Property, home equity loans and home equity lines of credit are current.
- Supplemental Disclosure Regarding Assessment Financing – Page 1 (please review and sign).
- Disclosure Regarding Assessment Financing – Page 12 (please review and sign).
- State of California Fair Lending Notice – Page 13 (please review and sign).
- EIP Administrator may require the consent of pre-existing secured lenders.
- Commercial properties: Signed consent form from lender.

### Additional Documentation:

EIP Staff may require additional information and documentation they believe is necessary to prudently administer the Program. Such information and documentation could include, without limitation, additional comparison bids and information related to the Property’s market value. **Once the Application is approved, Property Owner will be required to submit copies of the permit(s) issued for the Energy Improvements before entering into the Assessment Contract.**

## **SECTION 5: Declarations**

By signing this Application, the undersigned hereby declares under penalty of perjury under the laws of the State of California all of the following:

1. I/we am/are current owner(s) of record of the property described herein (the "Property").
2. The Property is not currently involved in a bankruptcy proceeding.
3. I/we am/are current on any mortgage or other loan secured by the Property.
4. I/we and the Property meet the eligibility requirements listed in Section 1.
5. That (i) the information provided in this Application is true and correct as of the date set forth opposite my/our signatures on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the City of Yucaipa, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made in this Application.
6. I/we am/are applying to participate in the City of Yucaipa Energy Independence Program. I/we understand that I/we must execute an Assessment Contract with the City of Yucaipa in order to receive financing for the Energy Improvements and I/we have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Assessment Contract, this Application, and the various documents and instruments referenced herein.
7. I/we understand that the financing provided pursuant to the Assessment Contract will be repayable through an assessment levied against this Property. The Assessment Contract will specify the amount of the assessment and the assessment installments and the interest on the assessment to be collected on the tax bill for the Property each year. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I/we sell the Property to another person. I/we understand that assessment installments, together with the interest on the assessment, will be collected on my/our property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency.
8. I/we have reviewed any existing loan agreements and security instruments applicable to the Property, and verified that executing the Assessment Contract, receiving financing for the Energy Improvements, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which I/we am/are a party.
9. I/we agree that the selection of any product(s), equipment, and measures referenced in this Application (the "Energy Improvements"), the selection of any manufacturer(s), dealer(s), supplier(s), contractor(s) and installer(s), and the decision regarding the purchase, installation and ownership/maintenance of the Energy Improvements is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of the City of Yucaipa, its agents, representatives, assignees, or employees, in making such selection or decision and that my manufacturer, dealer, supplier, contractor or installer of the Energy Improvements is not an agent or representative of the City of Yucaipa.
10. I/we understand that the City of Yucaipa makes no warranty, whether express or implied, with respect to the choice, use or application of the Energy Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use, or application of the Energy Improvements.
11. I/we agree that the City of Yucaipa has no liability whatsoever concerning (i) the quality or safety of any Energy Improvements. including their fitness for any purpose, (ii) the estimated energy savings produced

by or performance of the Energy Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the Energy Improvements, including, but not limited to, any effect on indoor pollutants, or (v) any other matter with respect to the City of Yucaipa Energy Independence Program.

12. I/we understand that I/we am/are responsible for meeting all City of Yucaipa Energy Independence Program requirements and complying with all applicable Federal/State/County/City laws and the requirements of any agreement which affects the Property or the use of the Property (such as homeowner's association requirements, if any).

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Printed Name

IF YOUR APPLICATION IS DENIED, YOU HAVE THE RIGHT TO A WRITTEN STATEMENT OF THE SPECIFIC REASONS FOR DENIAL. TO OBTAIN THE WRITTEN STATEMENT, PLEASE CONTACT EIP STAFF AT (909) 797-2489 x 282 WITHIN [60] DAYS FROM THE DATE YOU ARE NOTIFIED OF THE DENIAL. EIP STAFF WILL PROVIDE YOU A WRITTEN STATEMENT OF THE REASONS FOR DENIAL WITHIN 15 DAYS OF RECEIVING YOUR REQUEST FOR THE STATEMENT.

THE FEDERAL EQUITY CREDIT OPPORTUNITY ACT, WHICH MAY APPLY TO THIS TRANSACTION, PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, DC 20580.

## DISCLOSURE REGARDING ASSESSMENT FINANCING

The City of Yucaipa Energy Independence Program (“EIP”) establishes the manner by which the City of Yucaipa (“City”) may finance, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10), the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to an owner’s real property (“Energy Improvements”). Energy Improvements will be financed pursuant to an assessment contract between the City and the property owner.

The financed amount will be secured by and repayable through an assessment levied by the City against the owner’s property (the “Property”). Each year until the assessment is paid off, assessment installments (including principal and interest) will be collected on the property tax bill for the Property in the same manner and at the same time as property taxes. Assessment installments will be subject to the same penalties, remedies (including foreclosure and sale of the Property), and lien priorities as for property taxes in the event of delinquency.

The assessment and each installment thereof, and any interest and penalties thereon, will constitute a lien against the Property until paid even though prior to full payment the Property is conveyed to another person. An assessment lien will be recorded against the Property in the office of the County Recorder of the County of San Bernardino. Such lien will be paramount to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

Before completing an EIP Financing Application, a property owner should carefully review any mortgage agreement(s) or other security instrument(s) which affect the Property or to which the property owner is a party. **ENTERING INTO AN EIP ASSESSMENT CONTRACT, WITHOUT THE CONSENT OF THE OWNER’S EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT.**

The property owner must declare under penalty of perjury in the EIP Financing Application that (i) the owner has the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Assessment Contract, the EIP Financing Application, and the various documents and instruments referenced therein; and (ii) that executing the Assessment Contract, receiving the loan proceeds, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security interest which affects the Property or to which the property owner is a party. **If you have any questions about any such agreements or security interest, or about your authority to execute the EIP Financing Application or enter into an Assessment Contract with the City without the prior consent of your existing lenders, the City strongly encourages you to consult with your own legal counsel and/or your lender(s).** EIP Staff will not provide property owners with advice regarding existing agreements or security instruments.

<b>ACKNOWLEDGMENT OF RECEIPT</b>	
I have received a copy of the Disclosure Regarding Assessment Financing.	
_____ Signature	_____ Date
_____ Signature	_____ Date

# THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977

## FAIR LENDING NOTICE

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 conditions 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, domestic partnership, 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 residences 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

### ACKNOWLEDGMENT OF RECEIPT

*I (we) received a copy of this notice.*

\_\_\_\_\_  
*Signature of Applicant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Applicant*

\_\_\_\_\_  
*Date*