

**Manufactured Housing  
Opportunity & Revitalization Program (MORE)  
Final Guidelines**



**Gavin Newsom, Governor  
State of California**

**Tad Egawa, Acting Secretary  
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director  
California Department of Housing and Community  
Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833

Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/>

Email: [MORE@hcd.ca.gov](mailto:MORE@hcd.ca.gov)

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**Amended November 9, 2023**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF STATE FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 600  
Sacramento, CA 95833  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



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**FROM:** Jennifer Seeger, Deputy Director  
Division of State Financial Assistance

**SUBJECT:** **Manufactured Housing Opportunity & Revitalization Program (MORE)**

The Manufactured Housing Opportunity & Revitalization Program (MORE) offers a variety of eligible Activities that are intended to keep Mobilehome Parks a sustainable source of Affordable housing in California. Each Activity has its own unique requirements including eligible Applicants, eligible uses of funds and Affordability Restrictions. For this reason, the guidelines are broken down into the following Sections:

- **General Program Requirements:** This Section covers requirements that are required for **all** Activities funded by the MORE Program.
- **Requirements for Activities Specific to Mobilehome Parks:** This Section covers Activities that are intended to improve conditions of an entire Mobilehome Park. There are three separate Activities governed by this Section of the guidelines:
  - (1) Mobilehome Park Acquisition, Conversion, Rehabilitation and Reconstruction, or Replacement;
  - (2) Remediation of Mobilehome Park Health and Safety Deficiencies or Violations; and
  - (3) Mobilehome Park Replacement for Disaster Response
- **Requirements for Activities Specific to individual Resident:** This Section covers Activities that are intended to assist Residents with needed repairs or upgrades to their individual Mobilehomes. There is one Activity governed by this Section of the guidelines:
  - (1) Rehabilitation or Replacement of Residents' Mobilehomes

The Department recommends that interested parties read these guidelines in conjunction with Appendix A to ensure understanding of key terms contained within the guidelines.

Any questions about the guidelines may be submitted to [MORE@hcd.ca.gov](mailto:MORE@hcd.ca.gov).

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## **ARTICLE I. GENERAL OVERVIEW**

### **Section 100. Purpose and Scope**

- (a) These guidelines implement and interpret [Chapter 11 \(commencing with Section 50780\) of Part 2 of Division 31 of the Health of Safety Code \(HSC\)](#) which establishes the Manufactured Housing & Opportunity Revitalization Program (MORE) administered by the California Department of Housing and Community Development (Department).
- (b) These guidelines are adopted pursuant to [HSC Section 50786](#), as amended by Senate Bill 197 (Chapter 70, Statutes of 2022) which authorizes the California Department of Housing and Community Development (Department) to adopt, amend or repeal guidelines for the administration and implementation of the MORE Program. These guidelines shall supplant and replace [Title 25, Division 1, Chapter 7, Subchapter 13 of the California Code of Regulations \(CCR\)](#).
- (c) These guidelines do not apply to any previously issued Notices of Funding Availability (NOFA) of the Mobilehome Park Rehabilitation and Resident Ownership Program (MPRROP).

### **Section 101. Definitions**

Definitions are found in Appendix A of these guidelines. Capitalized terms shall be interpreted in accordance with their definition. ***The Department recommends that Appendix A be read in conjunction with these guidelines.***

## **ARTICLE II. GENERAL PROGRAM REQUIREMENTS**

### **Section 200. Eligible Activities**

Activities that are eligible for funding are determined by statute in Chapter 11 (commencing with Section 50780) of Part 2 of Division 31 of the Health and Safety Code and are divided into two categories in these guidelines:

- (a) **Local Projects** for which Program funds may be used to make improvements to a specific Mobilehome Park, including:
  - (1) Acquisition, Conversion, Rehabilitation, Reconstruction, or Replacement of a Mobilehome Park;
  - (2) Remediation of Mobilehome Park Act deficiencies related to public health and safety; and
  - (3) Acquisition and construction of a new Mobilehome Park as a response to a Natural Disaster pursuant to [HSC 50784.6\(a\)](#).

- (b) **Local Programs** under which Program funds are administered by the Recipient and used to assist Low-Income Residents with Rehabilitation or Replacement of their Mobilehomes.

### **Section 201. Administrative Costs**

Recipients may use no more than seventeen percent (17 %) of their award for Administrative Costs, provided that such amounts are justified for the type and complexity of the Activity, and there are records to satisfactorily document these charges. Administrative costs may include, but are not limited to:

- (a) General administrative activities, including:
  - (1) Salaries, wages, and related costs of the Recipient's staff engaged in Activities associated with the Local Project/Program, including general management, general legal services, accounting, and auditing;
  - (2) Travel costs incurred in carrying out the general management of the Local Program;
  - (3) Administrative services performed under third-party contracts, including contracts for such services as general legal services, accounting services, and audit services;
  - (4) Other costs for goods and services related to the general management of the Local Program, including rental and maintenance of office space, insurance, utilities, office supplies, and rental or purchase of office equipment.
- (b) Costs incurred in providing information and resources to Residents, and to organizations working with the Recipient on the planning, implementation, or assessment of the Local Program.

### **Section 202. Ineligible Costs**

Program funds shall not be used for any of the following costs:

- (a) Refinancing of existing Loans against the Mobilehome Park or individual Mobilehomes;
- (b) Offsite improvements (improvements outside the boundaries of the Mobilehome Park), except where specified in Article IV of these guidelines;
- (c) Recurring Loan closing costs;
- (d) Paying off all or any portion of a Resident's consumer debt, liens, or judgements, unless the following apply:
  - (1) The lien is in the form of a judgement for non-payment of taxes, or the lien is from the Department;

- (2) The Mobilehome is abandoned; or
  - (3) The Recipient would not be able to obtain needed permits to rehabilitate or salvage the Mobilehome.
- (e) Program funds shall not be used to relieve a Mobilehome Park Owner of any responsibility for covering the costs of mitigating the impacts of a Mobilehome Park closure, as may be provided for by a local ordinance or pursuant to [GC Section 65863.7](#) or [Section 66427.4](#).

### **Section 203. Threshold Requirements**

Applications shall be eligible for an award of funds when the application demonstrates that all of the following threshold requirements have been met:

- (a) For Activities specific to Mobilehome Parks, the Applicant has provided the Department with any notice of violation issued to the Mobilehome Park pursuant to the Mobilehome Park Act, as well as the estimated cost to cure, or if the Park has not received a notice of violation, a list of all estimated Mobilehome Park Act violations along with the estimated cost to cure, as applicable;
- (b) The Applicant does not have any unresolved audit findings for prior Department or federally funded housing or community development Local Projects or Local Programs;
- (c) The Applicant has no pending lawsuits that would impede the implementation of the Activity;
- (d) The Applicant has completed and submitted the form entitled “2023 MORE Application Certifications and Statement of Assurances” attached and located at the end of these guidelines.

### **Section 203.1 Threshold Requirements for Tribal Entities**

Applications from a Tribal Entity shall be eligible for an award of funds when the application demonstrates that all of the following threshold requirements have been met:

- (a) Projects are located on one of the following lands:
  - (1) Located in Indian Country; or
  - (2) On fee land within the state of California.
- (b) The Applicant does not have any unresolved audit findings for prior Department or federally funded housing or community development Local Projects or Local Programs;
- (c) The Applicant has no pending lawsuits that would impede the implementation of the Activity;



- (d) The Applicant has completed and submitted the form entitled “2023 MORE Application Certifications and Statement of Assurances” attached and located at the end of these guidelines.
- (e) The Applicant meets the following conditions of award funding to the extent applicable, and, subject to any modifications or waivers as provided for in HSC Section 50406, subdivision (p) (Assembly Bill 1010 (Chapter 660, Statutes of 2019) that shall be set forth in a Standard Agreement. It is noted that these same conditions do not need to be satisfied initially to engage in the competitive award process:
  - (1) BIA Consent. The Bureau of Indian Affairs (BIA) has consented to the Applicant’s execution and recordation (as applicable) of all Department-required documents that are subject to 25 CFR Section 152.34, 25 CFR Section 162.012, or 25 CFR Section 162.388, et seq., prior to award disbursement. This requirement shall not apply to projects that are located on fee land not subject to restriction by the United States against alienation.
  - (2) Personal and Subject Jurisdiction. Personal and subject matter jurisdiction in regard to the Standard Agreement, project, or any matters arising from either of them is in state court and the Department has received any legal instruments or waivers, all duly approved and executed, as are or may be legally necessary and effective to provide for such personal and subject matter jurisdiction in state court.
  - (3) Title Insurance. The Department has received title insurance for the property underlying the project that is satisfactory to the Department. Notwithstanding the foregoing sentence, upon a showing of good cause, for Applicants unable to provide a conventional title insurance policy satisfactory to the Department, this condition may be satisfied by a title status report issued by the BIA Land Title and Records Office and pursuant to a title opinion letter issued for the benefit of the Department but paid for by the Applicant.
  - (4) Fee Security Interest Required. Fee Security Interest is required on Projects located on fee land. Where the Department records a Loan or grant on fee land such recording shall include a restriction preventing the fee land from being placed into a trust with the BIA until the Department Loan and grant term is complete. The Fee Security Interest requirement does not apply to Projects located on trust or restricted lands within Indian Country where the Tribal Applicant controls the project land through a leasehold security in compliance with Title 25 CCR Section 8316 and applicable federal law.
- (f) Limited sovereign immunity waiver language shall be included in the Department Standard Agreement, and all Department regulatory and Loan or grant agreements, all of which may be accomplished by incorporating by reference in a separately executed limited sovereign immunity waiver instrument.

## Section 204. Tribal Applicants

Tribal Entities are eligible to apply for all Activities offered in the current NOFA.

Pursuant to [California Assembly Bill \(AB\) 1010 \(Chapter 660, Statutes of 2019\)](#), the Department shall do the following to ensure Tribal access and remove barriers to the Program:

- (a) Tribal Entities are eligible for comprehensive Technical Assistance. This Technical Assistance will be offered by the Department or its designee and will extend throughout the funding process including pre-application, application, implementation, and monitoring.
- (b) The Applicant shall also provide or obtain a separate limited waiver of sovereign immunity instrument for both personal and subject matter jurisdictions which shall require, at a minimum, compliance with state construction standards and regulations or, with respect to Tribal housing Projects in Indian Country, compliance with Tribal construction standards and regulations that are at least as stringent as state construction standards and regulations, subject to the Department's review and satisfaction.
  - (1) Tribal Entities are eligible to apply for Program modifications or waivers pursuant to [HSC Section 50406 subdivision \(p\)](#) for non-statutory requirements.
- (c) When calculating income eligibility, Tribal Entities may use the greater of:
  - (1) The median income of the counties, or their equivalent in which the Indian area is located;
  - (2) The median income for the United States pursuant to [24 CFR Section 1000.10](#); or
  - (3) [California State Income Limits](#) published by the California Tax Credit Allocation Committee.
- (d) The Department shall target no less than ten percent (10%) of a current NOFA's total funds available for Tribal Entities.

## **Section 205. Nondiscrimination and Legal Compliance**

- (a) The Recipient shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly required by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, or any individual or person associated with any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any Activity funded in whole or in part with Program funds, as applicable.
- (b) The Recipient shall comply with all applicable state and federal laws, rules, guidelines, and regulations that pertain to nondiscrimination and fair housing. Such laws include, without limitation, the requirements of [Title VI of the Civil Rights Act of 1964 \(42 U.S.C. Section 2000d et seq.\)](#); the [Americans with Disabilities Act of 1990 \(42 U.S.C. Section 12101 et seq.\)](#); the Fair Housing Act at Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.), as amended by the [Fair Housing Amendments Act of 1988](#); the [California Fair Employment and Housing Act \(Government Code Section 12900, et seq.\)](#); the [Unruh Civil Rights Act \(Civil Code Section 54, et seq.\)](#); [Government Code Section 11135](#); the [Rehabilitation Act of 1973 \(29 U.S.C. Section 794\)](#); and all regulations promulgated pursuant to those statutes, as applicable.
- (c) For Local Projects located on Trust Land, these requirements shall not apply.

## **Section 206. Funding Targets, Geographic Distribution of Funds and Discretionary Funds**

The Department may set targets for funding priorities. Funding targets and priorities shall be set forth in the current NOFA.

## **ARTICLE III. REQUIREMENTS FOR ACTIVITIES SPECIFIC TO MOBILEHOME PARKS**

### **Section 300. Mobilehome Park Acquisition, Conversion, Rehabilitation, Reconstruction, or Replacement**

This Activity is intended to make improvements to a Mobilehome Park.

Program funds awarded pursuant to Section 300 may be Forgivable Loans, the proceeds of which shall be used to:



- (a) Acquire, rehabilitate, reconstruct, or replace a Mobilehome Park; or
- (b) Convert the ownership of a Mobilehome Park from being privately owned to ownership by a Resident Organization, as defined in Appendix A of the guidelines.
- (c) Or any combination thereof.

### **Section 300.1. Ineligible Uses**

Program funds awarded pursuant to Section 300 shall not be used to:

- (a) Directly financially assist Residents who are not Low-Income Residents;
- (b) Reduce monthly Housing Costs for Low-Income Residents to below thirty percent (30%) of their monthly income.
  - (1) To ensure compliance, the Recipient shall complete income verification of Residents prior to distribution of funds and reverify Resident's income annually.<sup>1</sup>
  - (2) Recipients may use a self-verification method to complete income reverifications.
- (c) Make repairs to a Resident's Mobilehome. Funding for repairs to an individual Mobilehome to remedy Mobilehome Park Act violations cited against the Mobilehome Park, refer to Section 301 of these guidelines. For funding to directly assist individual Residents with repairs or upgrades to their Mobilehomes that are not linked to a Mobilehome Park Act violation against the Mobilehome Park, refer to Section 400 of these guidelines.

### **Section 300.2. Funding Priorities**

The Department may use the following criteria to help prioritize awards made pursuant to Section 300. These and other prioritization criteria will be further detailed in the NOFA:

- (a) Resident-owned Mobilehome Parks pursuant to [HSC Section 50786 \(f\)\(3\)](#);
- (b) The number and severity of Mobilehome Park Act violations that are cited by an enforcement agency, which remain uncorrected, and are classified as:
  - (1) Imminent hazard representing a risk to life, health, or safety;
  - (2) Unreasonable risk to life, health, or safety.
- (c) Mobilehome Parks with a suspended permit to operate.

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<sup>1</sup> Details will be contained within the regulatory agreement.

### **Section 300.3. Eligible Applicants**

The Applicant shall be a:

- (a) Resident Organization;
- (b) Qualified Nonprofit Housing Sponsor, or
- (c) Local Public Entity.
- (d) Applicants must demonstrate to the Department's satisfaction that they have sufficient organizational stability and capacity to carry out the Activity. In order to demonstrate stability and capacity the following shall apply:
  - (1) Applicants must have successfully developed a minimum of one similar project within the last five (5) years; or
  - (2) Applicants must have staff that will be committed to a proposed Local Project that possess the knowledge, skills, and ability to perform tasks required to fulfill the requirements of the Standard Agreements and Regulatory Agreements.
    - (A) This can be demonstrated by the successful administration of a similar Project within the past year.
  - (3) Applicants who intend to own a Mobilehome Park that Program funding will be assisting must have experience successfully owning and operating a Mobilehome Park for at least one (1) year; or demonstrate to the Department's satisfaction their staff has the capacity and experience to successfully operate a Mobilehome Park.
  - (4) Applicants may subcontract with an Administrative Subcontractor to meet the requirements of this Section for organizational stability and experience.
  - (5) Resident Organizations using Program funds to convert the Mobilehome Park from private ownership may partner with a Local Public Entity or nonprofit organization that has successfully administrated an affordable housing program within the last year to meet the experience requirements.

### **Section 300.4. Eligible Costs**

Eligible costs include but are not limited to:

- (a) Acquisition costs, including Mobilehome Park purchase price;
- (b) Permits and state and local fees;
- (c) Appraisal, architectural, engineering, legal and other professional fees;



- (d) Financing costs;
- (e) Escrow, title insurance, and other related costs;
- (f) Environmental impact analysis, hazard reports, and surveys;
- (g) Attorney fees directly associated with activities funded by the Program;
- (h) Relocation costs pursuant to [25 CCR Section 8020](#);
- (i) Cost of Rehabilitation or Reconstruction or Replacement of the Mobilehome Park;
- (j) Cost to remove an abandoned Mobilehome from the Park;
- (k) Cost for salvage processing;
- (l) Program funds may be used to reconstruct or replace a Mobilehome Park, including the cost of moving Mobilehomes, to a more suitable site within the same jurisdiction if the Department determines that the cost of the reestablishment, including all relocation costs to the affected Households, is a more prudent expenditure of funds than the costs of needed or repetitive repairs to the existing Mobilehome Park. Funds provided for these purposes shall not be used to relieve a Mobilehome Park owner of any responsibility for covering the costs of mitigating the impacts of a Mobilehome Park closure, as may be provided for by local ordinance or pursuant to [Government Code \(GC\) Section 65863.7](#) or [Section 66427.4](#).

### **Section 300.5. Maximum Loan Amounts**

- (a) The maximum Loan amount shall be published in the current NOFA;
- (b) To the extent possible, the Loan amount shall not exceed fifty percent (50%) of the Local Project costs. The Loan amount may be for up to ninety-five percent (95%) of the approved costs attributable to the Low-Income Spaces in the Park when the following has been demonstrated to the Department's satisfaction:
  - (1) The Applicant has made an effort to secure additional funds from other sources and these funds are not available;
  - (2) The Local Project would not be feasible, as determined by the Department, without a waiver of the fifty percent (50%) financing limitation;
- (c) The total secured debt in a superior position to the Department's Loan plus the Department's Loan shall not exceed one-hundred fifteen percent (115%) of the value of the collateral securing the Loan, plus the costs related to the Acquisition, Conversion, Rehabilitation, Reconstruction or Replacement, or any combination thereof, of the Local Project;

- (d) Loan amounts may be for up to ninety-five percent (95%) of the costs attributable to the Low-Income Spaces.

### **Section 300.6. Loan Terms**

Loans awarded pursuant to Section 300 shall be evidenced by a promissory note secured by a deed of trust and shall have the following terms:

- (a) Be for a term of thirty-five (35) years;
- (b) Have an interest rate of no more than three percent (3%);
- (c) May be awarded as a Forgivable Loan to the Recipient;
- (d) The Department reserves the right, at its sole and absolute discretion, to grant an extension of the Loan terms;
- (e) The Department may charge a monitoring fee, not to exceed 0.42 percent (0.42%) of the Loan's principal balance for the entire term of the loan.

### **Section 300.7. Activity Specific Requirements**

The following are requirements for any Activities funded pursuant to Section 300 above:

- (a) Mobilehome Park requirements:
  - (1) No less than thirty percent (30%) of the Park Residents shall be Low-Income Residents at the time of application; and
  - (2) One of the following shall apply:
    - (A) The Mobilehome Park has outstanding substandard conditions and nuisances, as specified in the [Mobilehome Park Act \(Part 2.1 commencing with Section 18200\)](#) and/or [25 CCR Section 1000 et seq.](#), where a notice of violation has been issued by the enforcement agency, that threaten the long-term viability of the Mobilehome Park, and that will be remedied by the Recipient; or
    - (B) The Department determines that the Loan will have a substantial benefit to Low-Income Residents and that the Recipient agrees to maintain Rents at levels Affordable to Low-Income Residents pursuant to Section 300.10 of these guidelines.
  - (3) For Tribal Entities one of the following shall apply:
    - (A) The Mobilehome Park has outstanding substandard conditions and nuisances identified by the Tribe's enforcement agency, which threaten the long-term viability of the Mobilehome Park and that will be remedied by the Recipient; or



- (B) The Department determines that the Loan will have a substantial benefit to Low-Income Residents and that the Recipient agrees to maintain Rents at levels Affordable to Low-Income Residents pursuant to Section 300.10 of these guidelines.
- (b) Prior to disbursement of Loan proceeds:
  - (1) The Recipient shall have enforceable financing commitment(s) sufficient to pay for all costs to complete the Local Project;
  - (2) The Department shall have approved a budget that ensures that the award:
    - (A) Does not exceed the limits established in the NOFA; and
    - (B) Is sufficient when coupled with other enforceable financing commitments to complete the Local Project.
- (c) When applying for an Activity under this section of the guidelines, the following items shall be submitted to the Department for approval:
  - (1) Verification that:
    - (A) Either no Residents shall be involuntarily displaced as a result of the Acquisition, Conversion, Rehabilitation, Reconstruction, or Replacement of the Park; or
    - (B) That the impacts of the displacement shall be mitigated as required under state and local law. For purposes of this requirement, compliance with [GC Section 66427.5](#) shall be conclusively presumed to have mitigated economic displacement. If displacement of Residents is anticipated as a result of the Activity, then the following shall apply:
      - (i) A Displacement Plan shall be submitted to the Department for approval;
      - (ii) The Department reserves the right to deny approval of any application that would lead to the displacement of Residents.
  - (2) Projected costs and sources of funds for all Acquisition and Rehabilitation Activities;
  - (3) Projected operating budget for the Mobilehome Park after the Acquisition;
  - (4) A management plan for the operation of the Mobilehome Park.

### **Section 300.8. Reimbursement of Expenditures**

- (a) If the Applicant purchased a Mobilehome Park in advance of the availability of Program funds in order to maintain Affordable Rents, the cost of the purchase may be reimbursed, so long as the application is submitted within eighteen (18) months of the purchase date.
- (b) If an Applicant expended funds to address Mobilehome Park Act violations in advance of the availability of Program funds, the costs may be reimbursed provided:
  - (1) The costs were eligible under these guidelines;
  - (2) The application is submitted within eighteen (18) months of the expenditure of funds.

### **Section 300.9. Site Control**

The Applicant shall have site control of the proposed Local Project property as evidenced by one of the following:

- (a) Fee title, evidenced by a current title report (within 90 days of application) showing the applicant holds fee title, or for tribal Trust Land, a title status report (TSR) or an attorney's opinion regarding chain of title and current title status;
- (b) An enforceable option to purchase the property on which the Mobilehome Park will be located, which shall extend, or may be extended, for a minimum of 120 days beyond the deadline for application submittal;
- (c) A disposition and development agreement with a public agency;
- (d) A sales contract, or other enforceable agreement for the Acquisition of the property on which the Mobilehome Park will be located.
- (e) A leasehold interest, or an enforceable option to lease, on the property with provisions that enable the lessee to make improvements on, and encumber, the property provided that the terms and conditions of any proposed lease shall permit compliance with all program requirements and shall extend for a minimum of 120 days beyond the deadline for application submittal. The leasehold term must be for a minimum of forty (40) years. The leasehold must have provisions that enable the lessee(s) to make improvements on, and encumber, the property for a term. A leasehold estate held by a Tribal Entity on federal tribal Trust Lands, or a valid sublease thereof that has been or will be approved by the Bureau of Indian Affairs;
- (f) If the Recipient is not the owner of the Mobilehome Park, the Recipient shall be under contract with the Mobilehome Park's Owner to administer the Local Project, upon close of purchase escrow when Program funds are being used for Acquisition.

- (g) Other forms of site control that give the Department equivalent assurance the Local Project will be able to proceed without inordinate delay.

### **Section 300.10. Affordability Restrictions**

Notwithstanding any applicable local rent control ordinances, Mobilehome Parks that receive Program funding pursuant to Section 300 above shall be subject to Affordability Restrictions for a period of thirty-five (35) years, as follows:

- (a) For the first thirty (30) years:
  - (1) Upon Acquisition (for existing Residents) or upon move-in (for new Residents), all Low-Income Residents must be provided lease or rental terms that are Affordable, as defined in Appendix A, to their income level.
  - (2) To ensure compliant lease or rental terms, the Recipient shall do the following:
    - (A) Prior to receiving Program funding, the Recipient shall verify the income of all existing Residents;
    - (B) Any new Residents that move into the Mobilehome Park during the Affordability Period shall have their income verified by the Recipient at the time of move-in.
    - (C) Annual income reverification is to be performed to ensure the current resident qualifies for the program. Recipients may use a self-certification method to complete income recertifications. If the Recipient is unable to perform, a subcontractor may be used to perform this function.
  - (3) The Mobilehome Park shall keep the same number of Low-Income Spaces throughout the Affordability Period as were in place at the time of application. For the purposes of this paragraph, a space counts as a Low-Income Space as long as the Resident of that space was verified as a Low-Income Resident at the time of application or at the time of move-in, whichever is later; the Recipient is required to reverify Resident income annually.
  - (4) Recipients may impose annual Rent increases not to exceed the lesser of:
    - (A) The annual percentage change in the Consumer Price Index (CPI); or
    - (B) Five percent (5%) of the previous Rent charged for the space.
  - (5) A Mobilehome Park owner who demonstrates, to the Department's satisfaction, that the above restrictions provide a financial hardship to the Mobilehome Park Owner, may increase Rents to the extent necessary to achieve financial feasibility provided that Low-Income Residents do not pay



more than thirty percent (30%) of the monthly income for a household of the same size making sixty percent (60%) of AMI for Housing Costs.

- (b) For years thirty-one (31) through thirty-five (35):
  - (1) Recipients may impose annual Rent increases not to exceed ten percent (10%) of the previous Rent charged for the space.
  - (2) Recipients must provide written notice to Residents at least twelve (12) months in advance of selling or redeveloping the Mobilehome Park, unless the Mobilehome Park is sold to a Resident Organization or sold to a Qualified Nonprofit Housing Sponsor or Local Public Entity that enters into a Regulatory Agreement on the property to maintain Affordability Restrictions as described in Section 300.10.

### **Section 301. Remediation of Mobilehome Park Act Deficiencies or Violations**

Program funds awarded pursuant to Section 301 shall be used to correct Mobilehome Park Act deficiencies or violations cited by an enforcement agency in a notice of violation or to make repairs necessary for a Mobilehome Park to obtain or restore a permit to operate.

Program funds awarded pursuant to Section 301 shall be a Loan, the proceeds of which may be used to remedy any Mobilehome Park Act deficiencies or violations within the Mobilehome Park including any repairs to, or removal of individual Mobilehomes, if required to remedy the deficiency or violation.

#### **Section 301.1. Eligible Applicants**

The Applicant shall be a:

- (a) Resident Organization;
- (b) Qualified Nonprofit Housing Sponsor;
- (c) Local Public Entity; or
- (d) Private Mobilehome Park Owner if the following requirements apply:
  - (1) The Department determines the Loan will have a substantial benefit to Low-Income Residents including but not limited to the creation of a Program of Assistance (POA) offering restricted Rents, if one does not exist; and
  - (2) The Private Mobilehome Park Owner does not have access to other financing or resources necessary to complete the needed repairs.
  - (3) The Private Mobilehome Park Owner owns only one Mobilehome Park, that for which funding is being applied.

- (A) If after six months following the issuance of the first NOFA, fifty-five percent (55%) or more of funds remain uncommitted, the Department may revise eligibility requirements by increasing the number of Mobilehome Parks a Private Mobilehome Park Owner may own to no more than three Mobilehome Parks.
- (e) Applicants must demonstrate to the Department's satisfaction that they have sufficient organizational stability and capacity to carry out the Activity. In order to demonstrate stability and capacity the following shall apply:
  - (1) Applicants shall have staff that will be committed to the proposed Local Project who possess the knowledge, skills, and ability to perform tasks required to fulfill the requirements of the Standard Agreements and Regulatory Agreements.
    - (A) This can be demonstrated by having successfully administrated one similar project within the past year.
- (f) Applicants who do not satisfy the requirement of Section 301.1(e)(1) may subcontract with an Administrative Subcontractor that has successfully administered an affordable housing program within the last year to meet the experience requirements

**Section 301.2. Eligible Costs**

- (a) Eligible costs may include:
  - (1) Costs to make repairs to a Mobilehome Park required to correct Mobilehome Park Act violations cited by the enforcement agency in a notice of violation needed to restore or obtain a permit to operate.
  - (2) Costs to make repairs to individual Mobilehomes required to correct Mobilehome Park Act violations cited by the enforcement agency in a notice of violation against the Mobilehome Park or needed to restore or obtain a permit to operate.
    - (A) Should the cost to repair a Mobilehome be more than the cost to replace it, Replacement costs could be eligible. Refer to Section 400.2 of these guidelines for a list of eligible replacement costs.
  - (3) Costs to pay any past due fees directly related to a suspended or revoked permit to operate.
  - (4) Costs of any on-site or off-site repairs needed for utility connections or other repairs essential to correct Mobilehome Park Acts violations or violations cited by a Tribal enforcement agency.

- (5) The Department may approve or disapprove the above costs in (1)-(4) in its sole and absolute discretion.
- (b) The Department may approve other costs in its sole and absolute discretion that are directly or indirectly related to remediation of Mobilehome Park Act deficiencies, restoration of permits to operate, or obtaining permits to operate.

### **Section 301.3. Maximum Loan Amounts**

- (a) The maximum Loan amount for Activities funded under Section 301 above shall be published in the current NOFA.
- (b) The maximum amount that shall be awarded to an Applicant shall be for the minimum amount necessary to restore the Mobilehome Park to a condition meeting all Mobilehome Park Act requirements required for a permit to operate.

### **Section 301.4. Loan Terms**

Loans provided pursuant to Section 301 shall be evidenced by a promissory note secured by a deed of trust, and shall have the following terms:

- (a) Be for a term of thirty-five (35) years, regardless of any prepayment;
- (b) Have an interest rate of no more than three percent (3%);
- (c) May be awarded as a Forgivable Loan to the Recipient;
- (d) The Department reserves the right, at its sole and absolute discretion, to grant an extension of the Loan terms;
- (e) The Department may charge a monitoring fee, not to exceed 0.42 percent (0.42%) of the Loan's principal balance for the entire term of the Loan.

### **Section 301.5. Site Control**

The Applicant shall demonstrate to the Department's satisfaction Applicant's legal authority to complete the Local Project. If Applicant is not the legal owner of the Mobilehome Park documentation may include:

- (a) A legal contract between the Mobilehome Park Owner and the Applicant authorizing the Activity to be conducted on Mobilehome Park property;
- (b) A Memorandum of Understanding (MOU) between the Mobilehome Park Owner and the Applicant authorizing the Activity to be conducted on Mobilehome Park property;
- (c) A leasehold interest;
- (d) Other documentation which the Department determines, in its sole and absolute discretion, is sufficient to provide the necessary legal authority.

### **Section 301.6. Affordability Restrictions**

Notwithstanding any applicable local rent control ordinances, Mobilehome Parks that receive Program funding pursuant to Section 301 above shall be subject to Affordability Restrictions for thirty-five (35) years, as follows:

- (a) For the first 30 years: Pursuant to the following table, Mobilehome Park Owners shall keep Rents Affordable to Households making less than eighty percent (80%) of the Area Median Income *or* thirty percent (30%) below fair market Rents for comparable spaces, whichever is lower. In all cases, the Assisted Housing Spaces shall be of equivalent size and quality as the non-restricted spaces and all fractions must be rounded up to the next whole number

<b>Total # of Spaces in the Mobilehome Park</b>	<b>Percentage of Spaces subject to Affordability Restrictions</b>
0-10 spaces	Exempt from Program Restrictions
11-25 spaces	10 percent
26-50 spaces	25 percent
51 or more spaces	50 percent

- (b) For years thirty-one (31) through thirty-five (35):
  - (1) Recipients may impose annual Rent increases not to exceed ten percent (10%) of the previous Rent charged for the space.
- (c) Recipients must provide written notice to Residents at least twelve (12) months in advance of selling or redeveloping the Mobilehome Park, unless the Mobilehome Park is sold to a Resident Organization or sold to a Qualified Nonprofit Housing Sponsor or Local Public Entity that enters into a Regulatory Agreement on the property to maintain Affordability Restrictions as per Section 300.10.

### **Section 302. Mobilehome Park Replacement for Disaster Response**

Program funds awarded pursuant to Section 302 shall be used as a response to a declared Natural Disaster to acquire and construct a new Mobilehome Park or replace part of a Mobilehome Park that was destroyed by the Natural Disaster. Program funds shall be awarded as Loans.

### **Section 302.1. Eligible Applicants**

The Applicant shall be a:

- (a) Resident Organization;
- (b) Qualified Nonprofit Housing Sponsor; or
- (c) Local Public Entity.
- (d) Applicants must demonstrate to the Department's satisfaction that it has sufficient organizational stability and capacity to carry out the Activity. In order to demonstrate stability and capacity the following shall apply:
  - (1) Shall have successfully developed a minimum of one similar project within the last five (5) years; or
  - (2) Shall have staff that will be committed to the proposed Local Project that possess the knowledge, skills, and ability to perform tasks required to fulfill the requirements of the Standard Agreements and Regulatory Agreements.
    - (A) This can be demonstrated by the successful administration of a similar project within the past year.
    - (B) Applicants may subcontract with an Administrative Subcontractor to qualify toward the organizational stability and experience requirement.
  - (3) If the Applicant intends to own the Mobilehome Park that Program funding will be assisting, the Applicant must demonstrate experience of successfully owning and operating a Mobilehome Park for at least one (1) year.
  - (4) Applicants who do not meet the requirements of Section 302.1(d)(1) – (d)(3) may subcontract with an Administrative Subcontractor who meets the requirements of Section 302.1(d)(1) – (d)(3).

### **Section 302.2. Eligible Uses**

Program funds shall be used only for the following costs:

- (a) Purchase of real property;
- (b) Permits and state and local fees;
- (c) Predevelopment costs directly related to the reconstruction of the Mobilehome Park;
- (d) Relocation costs pursuant to [CCR, Title 25, Section 8020](#);



- (e) Onsite improvements related to the demolition and/or debris removal of the damaged Mobilehome Park and the reconstruction of the Mobilehome Park;
- (f) Carrying costs during construction, including insurance, construction financing fees and interest, taxes, and any other expenses necessary to hold the property while the Mobilehome Park is under development;
- (g) Costs for items intended to assure the completion of construction, such as contractor bond premiums;
- (h) Appraisal and inspection fees;
- (i) Engineering, legal and other professional fees;
- (j) Financing costs;
- (k) Escrow, title insurance, and other related costs;
- (l) Environmental hazard reports and surveys;
- (m) Attorney fees directly associated with Activities related to the Activities funded by the Program.

### **Section 302.3. Maximum Loan Amounts**

- (a) The maximum Loan amount shall be published in the current NOFA.
- (b) An amount reasonable and necessary to ensure Local Project feasibility as determined by the Department, but
- (c) An amount not to exceed ninety-five percent (95%) of the costs attributable to Low-Income Spaces.

### **Section 302.4. Loan Terms**

Loans made pursuant to Section 302 shall be evidenced by a promissory note secured by a deed of trust and shall have the following terms:

- (a) Be for a term of thirty-five (35) years, regardless of any prepayment
- (b) Have an interest rate of no more than three percent (3%);
- (c) May be awarded as a Forgivable Loan to the Recipient;
- (d) The Department reserves the right, at its sole and absolute discretion, to grant an extension of the Loan terms.
- (e) The Department may charge a monitoring fee, not to exceed 0.42 percent (0.42%)

of the Loan's principal balance for the entire term of the Loan.

### **Section 302.5. Activity Specific Requirements**

The following are requirements for Activities funded pursuant to Section 302:

- (a) If not developed at the original site of the Mobilehome Park, the site of the new Mobilehome Park must be relocated within twenty (20) miles of the destroyed Mobilehome Park;
- (b) Low-Income Residents of the destroyed Mobilehome Park who were displaced by natural disaster shall have right of first refusal to occupy Mobilehomes in the new Mobilehome Park.
  - (1) The Applicant shall provide written notice to the former Residents in a manner most likely to successfully communicate with and be fully understood by the displaced Residents.
  - (2) The right of first refusal shall remain open for at least one hundred and eighty (180) days following delivery of written notice to the former Residents. Recipients shall not offer spaces to the public at the new Mobilehome Park while the right of first refusal remains open.
  - (3) The terms and conditions of the right of first refusal shall be subject to Department approval.
- (c) Low-Income Residents who exercise the right of first refusal to occupy Mobilehomes in the new Mobilehome Park shall be provided lease or rental terms that are Affordable, or to the extent possible, equivalent to those in effect at the destroyed Mobilehome Park.
- (d) No less than fifty percent (50%) of the spaces in the new Mobilehome Park shall be Affordable and occupied by Low-Income Residents.
- (e) The Recipient shall submit to the Department documentation satisfactory to the Department which verifies the Recipient has complied or will comply with all state and local laws protecting Mobilehome Park Residents, including, but not limited to, any local rent control ordinances and [Government Code 65863.7](#).

### **Section 302.6. Site Control**

The Applicant shall have site control of the proposed Local Project property as evidenced by one of the following:

- (a) Fee simple title;

- (b) An enforceable option to purchase the property on which the Mobilehome Park will be located, which shall extend, or may be extended, for a minimum of 120 days beyond the deadline for application submittal;
- (c) A disposition and development agreement with a public agency;
- (d) A sales contract, or other enforceable agreement for the Acquisition of the property on which the Mobilehome Park will be located;
- (e) A leasehold interest or an enforceable option to lease. The option to lease shall extend for a minimum of 120 days beyond the deadline for application submittal. The leasehold term must be for a minimum of forty (40) years. The leasehold must have provisions that enable the lessee(s) to make improvements on and encumber the property for a term sufficient to secure the Program lien; or
- (f) If the Recipient is not the owner of the Mobilehome Park, the Recipient shall be under contract with the Mobilehome Park's Owner to administer the Local Project upon close of purchase escrow when Program funds are being used for Acquisition.
- (g) Other forms of site control that give the Department equivalent assurance the Local Project will be able to proceed without inordinate delay.

### **Section 302.7. Affordability Restrictions**

Notwithstanding any applicable local rent control ordinances, Mobilehome Parks that receive Program funding pursuant to Section 302 above shall be subject to Affordability Restrictions for a period of no less than thirty-five (35) years, as follows:

- (a) For the first thirty (30) years:
  - (1) Upon initial lease-up of the new Mobilehome Park, no less than fifty percent (50%) of spaces in the new Mobilehome Park shall be occupied by Low-Income Residents at Rents that Affordable.
  - (2) During the Affordability Period, the Recipient shall verify, at time of move-in, the income of each new Resident.
  - (3) The Mobilehome Park shall keep the same number of Low-Income Spaces throughout the Affordability Period as were in place at the time of initial lease-up. For the purposes of this paragraph, a space counts as a Low-Income Space as long as the Resident of that space was verified as Low-Income at

the time of application or when the Resident moved into the Mobilehome Park, whichever is later; the Recipient shall reverify Resident income annually. Residents may self-certify their income for annual reverifications.

- (4) Recipients may impose annual Rent increases not to exceed the lesser of:
    - (A) The annual percentage change in the Consumer Price Index (CPI) or
    - (B) Five percent (5%) of the previous Rent charged for the space.
  - (5) Low-Income Residents who have exercised the right of first refusal described in Section 302.5 must be provided initial lease or rental terms that are the lesser of:
    - (A) Terms of the lease or Rent in effect at time of Disaster; or
    - (B) An amount that allows the Resident to have Affordable Housing Costs.
  - (6) If a Mobilehome Park owner demonstrates to the Department's satisfaction that the restrictions placed on initial lease terms or initial rental terms cause a financial hardship, then:
    - (A) Low-Income Residents paying less than thirty percent (30%) of their monthly income for monthly Housing Costs may have Rents increased to a level where their Housing Costs equal thirty percent (30%) of their monthly income;
    - (B) If all Low-Income Residents are paying thirty percent (30 %) of their monthly income for Housing Costs, Mobilehome Park Owners who demonstrate to the Department's satisfaction that the Affordability Restrictions provide a financial hardship to the Mobilehome Park may increase Rents to the extent necessary to achieve financial feasibility, provided that Low-Income Residents do not pay more than thirty percent (30%) of the monthly income for a household of the same size making sixty percent (60%) of AMI for Housing Costs;
    - (C) A written request to increase beyond the thirty percent (30%) of Household income shall be received by the Department within the first full year following the completion of the Mobilehome Park lease-up.
- (b) For years thirty-one (31) through thirty-five (35):
- (1) Recipients may impose annual Rent increases not to exceed ten percent (10%) of the previous Rent charged for the space.



- (2) Recipients must provide written notice to Residents at least twelve (12) months in advance of selling or redeveloping the Mobilehome Park, unless the Mobilehome Park is sold to a Resident Organization or sold to a Qualified Nonprofit Housing Sponsor or Local Public Entity that enters into a Regulatory Agreement on the property to maintain Affordability Restrictions as per Section 300.10.

### **Section 303. Right of First Offer**

Awards made pursuant to Article III of these guidelines are subject to [HSC Section 50784.6\(a\)\(2\)](#). Should the Recipient intend to sell the Mobilehome Park during the Affordability Period, Recipient shall provide a Right of First Offer in compliance with this section, which shall remain open for a period of no less than ninety (90) calendar days. The exercise of the Right of First Offer, as well as the obligations of the Recipient, shall comply with the following:

(a) Notice of intent to sell

- (1) Prior to any sale of the Mobilehome Park, Recipient must provide written notice of intent to sell to the following entities:
  - (A) All of the Residents within the respective Mobilehome Park;
  - (B) Local Public Entities where the Mobilehome Park is located; and
  - (C) Applicable Nonprofit Housing Sponsors as identified by the local housing authority; and
  - (D) The Department; and
  - (E) Nonprofit entities currently owning affordably priced Mobilehome Parks in the State of California; and
  - (F) Local Legal aid organization.
- (2) The notice of intent to sell shall contain the following information:
  - (A) The Recipient's intent to sell the Mobilehome Park;
  - (B) The total number of spaces in the Mobilehome Park;
  - (C) The total number of Low-Income Spaces in the Mobilehome Park;

- (D) Notification of the Resident's ability to form a Resident Organization to purchase the Mobilehome Park;
  - (E) Instructions for responding to the Right to First Offer;
  - (F) Required deadlines to respond (**No less than ninety (90) days from the date the notice is sent**).
  - (G) Detailed conditions of the Mobilehome Park, units, infrastructure, rent restrictions, and any outstanding financial obligations and liabilities.
- (3) The notice of intent to sell shall be published in a public local forum such as a local newspaper.
- (b) Acceptance or Rejection of Offer
- (1) Once a party has expressed interest in exercising their Right to First Offer option, the Recipient shall allow the party no less than sixty (60) days to make a formal offer to purchase.
  - (2) Once a formal offer to purchase has been received, the Recipient shall respond to the potential buyer within thirty (30) days of receipt of the written offer to either accept or reject the offer.
- (A) A Recipient has the right to reject or accept any offer, however if an offer is rejected the Recipient may need to report to the Department the reason for rejection.
- (3) If an offer is accepted under a Right of First Offer option, the Recipient shall allow for no less than one-hundred twenty (120) days for the buyer to close escrow.
  - (4) If none of these entities demonstrate a desire to purchase while the Right of First Offer remains open, then the Recipient may sell the Mobilehome Park without regard to this section.

## **ARTICLE IV. REQUIREMENTS FOR ACTIVITIES SPECIFIC TO INDIVIDUAL RESIDENTS**

### **Section 400. Rehabilitation or Replacement of Resident's Mobilehomes**

Program funds awarded pursuant to Section 400 shall be used for the Rehabilitation or Replacement of individual Mobilehomes. Program funds may be used to assist

individual Mobilehomes located in a variety of locations within the approved service location of the Local Program. Program funds shall be awarded as a Loan.

The Recipient may expend the award in one of the following ways:

- (a) Recipient may contract with a qualified vendor to complete the repairs or replacement. If the Recipient makes this election, the Recipient shall be responsible for:
  - (1) Selecting a qualified and appropriately licensed vendor to do the repairs or provide the service to removal and install a new Mobilehome;
  - (2) Payment to the entity once the repairs have been completed;
  - (3) Document the repairs have been satisfactorily completed.
  
- (b) Award funds directly to a Resident in the form of a grant and the Resident shall be responsible for:
  - (1) The selection of a qualified and appropriately licensed entity to do the repairs;
  - (2) Ensure the repairs are completed within the term of the Grant Agreement;
  - (3) Payment to the entity once the repairs are completed;
  - (4) Submit documentation to the Recipient that the repairs have been satisfactorily completed and payment has been made.

#### **Section 400.1 Eligible Applicants**

Private Mobilehome Park Owners are **not** eligible to apply for funding for this Activity type. If funding is needed to repair or replace an individual Mobilehome in a Mobilehome Park to remedy a Health and Safety violation, they are eligible to apply pursuant to §Section 01 of these guidelines.

The Applicant shall be a:

- (a) Resident Organization;
- (b) Qualified Nonprofit Housing Sponsor; or
- (c) Local Public Entity.

#### **Section 400.2 Eligible Costs**

Eligible use of funds includes but are not limited to:

(a) Repairs to a Resident's Mobilehome.

- (1) Cost to make repairs to the Mobilehome to correct health and safety deficiencies, including those cited by the enforcement agency;
- (2) Cost of building permits and other related government fees;
- (3) Cost of an appraisal, architectural, engineering, inspections and other consultant services that are directly related to the Rehabilitation of the Mobilehome.

(b) Accessibility upgrades to a Resident's Mobilehome.

- (1) The cost of work to make accessibility upgrades to the Mobilehome;
- (2) Cost of building permits and other related fees;
- (3) Cost of architectural, engineering, inspection and other consultant services that are directly related to the upgrades to the Mobilehome;
- (4) Relocation costs pursuant to [CCR, Title 25, Section 8020](#).

(c) Energy efficiency upgrades to a Resident's Mobilehome.

- (1) The costs directly associated with making energy efficiency upgrades to a Mobilehome, including the cost of the equipment and installation;
- (2) Cost of building permits and other related governmental fees;
- (3) Cost of architectural, engineering, inspection and other consultant services that are directly related to the upgrades to the Mobilehome;
- (4) Relocation costs pursuant to [CCR, Title 25, Section 8020](#).

(d) Replacement of a Mobilehome.

Should the cost to repair a Mobilehome be more than the cost to replace it, the Recipient may use MORE funds for the Replacement, with Department approval.

Eligible costs can include:

- (1) Cost of a new Mobilehome;
- (2) Site preparation;
- (3) Transportation, if not included in the purchase price;



- (4) Installation, if not included in the purchase price;
- (5) Removal of the existing Mobilehome;
- (6) Salvage Costs;
- (7) Relocation costs pursuant to [CCR, Title 25, Section 8020](#).

### **Section 400.3 Maximum Award Amounts**

- (a) The maximum Loan amount shall be published in the current NOFA.
- (b) The maximum award to a Resident shall be for the minimum amount needed to complete the repairs or replacement.

### **Section 400.4 Loan and Grant Terms**

- (a) Loan terms shall be evidenced by a promissory note and have the following terms:
  - (1) Be for a term of ten (10) years
  - (2) Have an interest rate of no more than three percent (3%);
  - (3) May be awarded as a Forgivable Loan to the Recipient.
  - (4) The Department may charge a monitoring fee, not to exceed 0.42 percent (0.42%) of the Loan's principal balance for the entire term of the Loan.
  - (5) Loan funds will be required to be repaid to the Department if a Recipient fails to comply with the Standard Agreement.
  - (6) The term of the Loans may be extended with approval of the Department, at its sole discretion, if:
    - (A) The Department receives a written request from the Recipient at least three months prior to the Loan expiration date; and
    - (B) The Recipient proves to the Department's satisfaction that the funds were not expended due to circumstances beyond their control, (e.g., pandemic, Natural Disaster etc.).
  - (7) Loan Termination.  
Loans may be terminated under the following circumstances detailed below.
    - (A) Termination for cause. The Department may terminate any Loan, in whole or part, at any time before the date of completion, should the Department determine that the Recipient has failed to comply with the terms or conditions of the Standard Agreement executed in connection

therewith. At no time shall the Department terminate a Loan before consulting with the Recipient and attempting to resolve the compliance issue(s). The Department shall promptly notify the Recipient in writing of any determination.

(B) Termination for convenience. The Department or Recipient may terminate a Loan, in whole or part, when both parties agree that the continuation of the Activity would not produce beneficial results commensurate with further expenditure of funds. The two parties shall agree upon the termination conditions and the portion of the Loan to be terminated. The Recipient shall not incur new obligations for the terminated portion of the Loan after the effective date of the termination and shall cancel as many outstanding obligations as possible. Any funds disbursed to the Recipient in connection with a terminated Loan shall be promptly returned to the Department.

(b) Grant Terms shall:

- (1) Be for a term not to exceed three (3) years;
- (2) Grants may be closed upon completion of the work done to the Mobilehome;
- (3) The Resident shall enter into a Grant Agreement, or other enforceable agreement, with the Recipient of the MORE funds pursuant to Section 600 of these guidelines.

#### **Section 400.5 Priority Use of Funds for Grant Recipients**

The current NOFA shall specify what criteria will be used to prioritize applications for funding Resident grant applications. The following general criteria will be used when determining prioritized Applicants:

- (a) Residents issued a notice of violation from the enforcement agency requiring repair(s) and/or alteration(s) to their Manufactured Home or Mobilehome. Qualifying repairs/alterations constitute a substandard condition and nuisance pursuant to CCR, [Title 25, Section 1606](#);
- (b) Residents with a Manufactured Home or Mobilehome requiring a repair(s) or alteration(s) where the homeowner has obtained a report from a licensed C-47 Manufactured Housing Contractor, licensed engineer, or licensed architect, detailing the conditions and the associated subsections of CCR, [Title 25, of the California Code of Regulations, Section 1606](#)Section 1606;
- (c) Other priorities as set forth by the Department.

### **ARTICLE V. APPLICATION PROCEDURES**

#### **Section 500. Application Process**

- (a) The Department shall periodically issue a NOFA that specifies, among other things, the amount of funds available, the minimum/maximum application amount, the allocation of rating points, the deadline for submittal of applications, and the general terms and conditions of funding commitments.
- (b) In order to implement the goals and purposes of the Program, the Department may adopt measures to direct funding awards to designated Local Program types or Project types. Such measures may include, but are not limited to:
  - (1) Issuing a separate NOFA for designated Local Programs or Project types;
  - (2) Awarding bonus points to designated Local Programs or Project types within a particular NOFA;
  - (3) Reserving a portion of funds within the NOFA for designated Local Program or Project types.
- (c) Notwithstanding anything in these guidelines to the contrary, a separate NOFA may establish an Over-the-Counter application process, meaning the Department continuously accepts and rates applications until the funding available under the NOFA is exhausted.

#### **Section 501. Application Requirements**

The Department shall provide the application forms. The application must be submitted on the current Department forms, and forms cannot be altered or modified by the Applicant. The Department shall request the information in the application that enable award determinations in alignment with these MORE Program guidelines and the applicable NOFA.

#### **Section 502. Selection Process**

- (a) For applications received in a Competitive NOFA process that pass threshold reviews, those applications will be rated and ranked according to the rating criteria set forth in the NOFA, and application.
- (b) For those eligible applications received in an Over the Counter (OTC) NOFA process, individual projects will be evaluated for funding on a first-come, first-served basis as set out in the NOFA.
- (c) Any tiebreaker criteria and methodology will be specified in the NOFA.
- (d) Applications shall be evaluated on the criteria identified in the NOFA.
- (e) In determining eligibility and Loan amounts, the Department shall take into consideration, in addition to other factors, all of the following:
  - (1) The current health and safety deficiencies in the Park and the likelihood that conditions would be remedied without the Loan;
  - (2) The degree to which the Loan will benefit Low-Income Residents;

- (3) The age of the Park and the age of the infrastructure that will be rehabilitated with the Program Loan.
- (f) Once an Activity is awarded Department funds, the Recipient's acceptance of these Department funds is acknowledging the Activity as submitted and approved by the Department and is the Activity that is to be funded. Any modification of the Activity would render that award null and void.

## **ARTICLE VI. PROGRAM OPERATIONS**

### **Section 600. Legal Documents**

- (a) Upon an award of funds, the Department shall enter into a Standard Agreement with the Recipient constituting a conditional commitment of funds. This contract shall require the parties to comply with the requirements and provisions of these guidelines. The Standard Agreement shall encumber state monies in an amount sufficient to fund the approved Activity, subject to funding limits established in the NOFA. Depending on the Activity described in the Recipient's application, the Standard Agreement shall contain, but not be limited to, the following:
  - (1) A description of the approved Activity and the permitted uses of MORE funds;
  - (2) Amount and terms of the funding;
  - (3) The regulatory restrictions to be applied to the Activity through the Regulatory Agreement;
  - (4) Provisions governing the particular funded Activity, including without limitation, requirements for construction, repairs, Acquisitions, conditions, and deadlines for disbursement of funds and completion of work;
  - (5) Requirements for execution, and where appropriate, the recordation of the agreements and documents required under the Program, including without limitation, promissory notes and security instruments relating to Loans;
  - (6) The Recipient's responsibilities for administering the Local Program or operating the project funded by the Department;
  - (7) Provisions relating to the placement of signage indicating that the Department has provided financing for the project. The Department may also arrange for other publicity of the Program in its sole discretion;
  - (8) Requirements related to the Department's inspection and monitoring of the Activity, and any related reporting required of the Recipient, including long-term monitoring and reporting for the entire term of the Regulatory



- Agreement or other Department Loan documents;
- (9) Provisions related to the Department's right to enforce the terms of the contract;
  - (10) Special terms that may be imposed by the Department as a condition of approving the project or Local Program for funding;
  - (11) Other provisions necessary to ensure compliance with the requirements of the Program.
- (b) Where applicable, the Department shall enter into a Regulatory Agreement for not less than the original term of the Loan, which shall be recorded against the property which has benefitted or will benefit from the disbursement of Program funds. The Regulatory Agreement shall include, but not be limited to, the following:
- (1) The number and income level of Assisted Housing Spaces;
  - (2) Standards for resident selection and rental agreements;
  - (3) Provisions related to maintaining Affordable Rents;
  - (4) Conditions and procedures for permitting Rent increases on Assisted Spaces;
  - (5) Requirements related to the Department's inspection and monitoring for compliance with the Regulatory Agreement, and any related reporting required of the Recipient;
  - (6) Provisions relating to the Department's right to enforce the terms of the Regulatory Agreement;
  - (7) Assurances that the project will be maintained in a safe and sanitary condition in compliance with state and local codes;
  - (8) Special terms imposed by the Department as a condition of disbursing the Loan;
  - (9) Provisions specifying that the Regulatory Agreement shall be binding on all assigns and successors in interest of the Recipient and that all sales, transfer, and encumbrances shall be subject to Section 606 of these guidelines.
- (c) All Resident Grants originated by a Recipient shall be evidenced by the following documents and provisions:
- (1) A Grant Agreement between the Resident and the Recipient governing the Local Program Grant terms. The terms of any other financing

provided by the Recipient shall also be included.

### **Section 601. Grant Administration**

When a Recipient awards a **Grant** to a Resident, the Recipient shall be responsible for the following:

(a) Financial and Performance Reporting Requirements

Recipients must report to the Department, at least annually, on financial matters and Local Program performance;

(b) Monitoring of Local Program Performance

Recipients must monitor the performance of MORE supported activities on an ongoing basis, according to the monitoring terms of the Standard Agreement to assure that time schedules and expenditures are being met and the milestones in the work schedule are being accomplished. This review must be made for each Resident that receives MORE funding.

## **Section 602. Disbursement of Loan and Grant Funds**

- (a) Program funds shall be disbursed on an advance or reimbursement basis. Details of the process for disbursements will be published in the current NOFA and shall be included in all Standard Agreements. Advances may include, but are not limited to:
  - (1) Acquisition or Reconstruction Loan distributions;
  - (2) Advances up to twenty-five (25%) of the award for Rehabilitation Activities up to the amount of the Recipient's anticipated volume of closed Loans or Grants for the following sixty (60) days.
- (b) Advances that are not expended within 180 days of receipt of funds shall be returned to the Department.
- (c) Documentation for both advances and reimbursement shall be included with the Recipient's request for disbursement to ensure costs are eligible.

## **Section 603 Reporting Requirements**

- (a) Recipients shall be required to submit performance reports to the Department at a frequency and content to be detailed in the Standard Agreement. Requested information may include:
  - (1) Description of status of Activity, including number of units assisted;
  - (2) Description of Activities to be undertaken in the next reporting period;
  - (3) Description of problems or delays encountered in Activity implementation, and course of action taken to address them;
  - (4) Description of actions taken to achieve Activity expenditure deadlines;
  - (5) Summary of Local Program fiscal status, including:
    - (A) Award amount;
    - (B) Funds drawn;
    - (C) Remaining balance of award.
  - (6) Resident income levels (Local Projects only);

- (A) All current Resident's income shall be verified prior to distribution of Program funds;
  - (B) All new Resident's income shall be verified upon move-in;
  - (C) All Resident's income shall be annually reverified. The Recipient may use a Resident self-certification method.
- (7) Mobilehome Park rent schedules;
  - (8) The Department reserves the right to add data points to reporting requirements based on Activity type.
- (b) During the term of the Standard Agreement, at any time during the term of the Standard Agreement, the Department may perform or cause to be performed an independent financial audit of any and all phases of the Recipient's Activity. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant in accordance with the Department's current Audit Handbook
  - (c) The Department may charge a monitoring fee as necessary to ensure the financial feasibility and long-term affordability of the Mobilehome Park. Any monitoring fees shall be disclosed in the current NOFA.
  - (d) The Department may capitalize those monitoring fees as necessary to ensure the financial feasibility and long-term affordability of the Activity.

#### **Section 604 Performance Goals**

- (a) For all Activities, one hundred percent (100%) of awarded funds shall be expended by the expenditure deadline date stated in the Standard Agreement. If this goal is not met, the Department may:
  - (1) Extend the expenditure deadline, not to exceed past the liquidation deadline stated in the Standard Agreement; or
  - (2) [Disencumber the remaining unused funds pursuant to the Department's Disencumbrance Policy.](#)
- (b) If less than ninety-five percent (95%) of the funds are expended at the end of the contract, the Recipient's next application for funding under the Program may receive a penalty deduction in the total points awarded pursuant to the current NOFA.

#### **Section 605. Defaults and Cancellations**

- (a) The Department may cancel funding commitments under any of the following conditions:



- (1) The objectives and requirements of the Activity cannot be met;
  - (2) Implementation of the Local Program or project cannot proceed in a timely fashion in accordance with the timeframes established in the Standard Agreement;
  - (3) Funding conditions have not been fulfilled within required time periods.
- (b) In the event of a breach or violation by the Recipient of any of the provisions of the Standard Agreement, or any other agreement pertaining to the Local Program or project, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than fifteen (15) days. If the breach or violation is not cured to the satisfaction of the Department, at its option, the Department may declare a default under the relevant document and may seek legal remedies for the default including the following:
- (1) The Department may accelerate all amounts, including outstanding principal and interest, due under the Loan and demand immediate repayment thereof. Upon failure to repay the amount in full, the Department may proceed with a foreclosure in accordance with the provisions of the deed of trust and state law regarding foreclosures;
  - (2) The Department may demand repayment of all Loan or Grant funds. Upon a failure to repay such funds in full, the Department may proceed with legal action in order to collect;
  - (3) The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Activity in accordance with Program requirements; and
  - (4) The Department may seek such other remedies as may be available under the relevant agreement or any law.
- (c) A Recipient may terminate a contract upon request provided that the Recipient repays the Department the full amount of the award and the Department has determined that one or more of the following or similar circumstances has occurred which makes the continued operation of the Activity in compliance with the Program requirements no longer feasible:
- (1) There is an insufficient number of eligible Residents that want to participate in the Program; or
  - (2) There is no adequate property for Acquisition.

## **Section 606. Sales, Transfers, and Encumbrances**

- (a) A Recipient shall not directly or indirectly sell, assign, transfer or convey the assisted Mobilehome Park, or any interest therein or portion thereof, without the express prior written approval of the Department. The Department shall not unreasonably withhold an approval of a sale, transfer, or conveyance if the following requirements are met:
- (1) The Recipient is in compliance with the Regulatory Agreement and other Loan documents, or the sale, transfer or conveyance will result in the cure of any existing violations;
  - (2) The successor-in-interest to the Recipient agrees to assume all obligations of the existing Regulatory Agreement and other Loan documents;
  - (3) The successor-in-interest is an eligible Applicant type and demonstrates to the Department's satisfaction that it can successfully comply with all the Program requirements; and
  - (4) No terms of the sale, transfer, or conveyance jeopardize either the Department's security or the successor's ability to comply with all the Program requirements.
- (b) The Recipient shall not encumber, pledge, or hypothecate the Mobilehome Park or any interest therein or portion thereof, or allow any lien, charge, or assessment against the Mobilehome Park without the prior written approval of the Department. The Department will not permit refinancing of existing liens or additional financing secured by the Mobilehome Park except to the extent necessary to maintain or improve the fiscal integrity of the Activity, to maintain Affordable Rents, or to decrease Rents and for no other purpose. Any such approval to refinance may not result in cash to the Recipient organization (in compliance with the Department's No Cash Out Policy).

## **APPENDIX A- DEFINITIONS**

All capitalized terms used throughout these guidelines and the current NOFA shall, unless they have a Program specific definition or their context suggests otherwise, be given the same meanings as the terms defined in this Appendix.

**“Acquisition”** means an Activity in which the Applicant will be purchasing either a Mobilehome Park, or a Mobilehome.

**“Activity”** means an eligible use of Program funds that can be applied to a [Local](#) Project or a [Local](#) Program.

**“Administrative Costs”** means costs for the general management, oversight, coordination, evaluation, and reporting on Activity.

**“Administrative Subcontractor”** means any entity or individual who contracts with the Program Recipient to provide any portion of administrative services, and can include consultants, nonprofit organizations, and Local Public Entities. Applicants may contract with an Administrative Subcontractor by executing a subrecipient agreement or a memorandum of understanding (MOU). Individuals or groups that are acting in the capacity of Developer or owner of a project shall not act as Administrative Subcontractor for the Activity.

**“Affordable”** means where feasible, Low-Income Residents should not pay more than thirty percent (30%) of their monthly income for Housing Costs.

**“Affordability Period”** means the period of time that Affordability Restrictions must be kept in place, which shall be the full term of the Regulatory Agreement (as may be amended or extended) regardless of prepayment or early pay-off.

**“Affordability Restrictions”** means limits on Rents that may be charged for occupancy of a Mobilehome Space and limits on Resident’s income seeking to qualify to reside within an assisted space in the Mobilehome Park.

**“Annual Income”** means all income as defined in [24 Code of Federal Regulations \(CFR\), Part 5, Section 5.609](#) (see Income Calculation and Determination Guide for Federal Programs, Chapter one, Chapter two, and Chapter three).

**“Applicant”** means the entity or entities applying to the Department for the Program funding.

**“Area Median Income” or “AMI”** means the most recent applicable county median family income published by California Tax Credit Allocation Committee (TCAC). For Tribal applicants, if the HUD income for a county/parish located within a Tribal Entity’s service area is lower than the United States median, the Tribal Entity may use the United States median income limit.

**“Assisted Housing Unit/Space” or “Unit/Space”** means a Mobilehome or Space in a Mobilehome Park that is subject to Program occupancy restrictions as a result of financial assistance provided under the Program.

**“Costs”** Include all of the following:

- (a) The cost of the Acquisition, Conversion, Rehabilitation, Reconstruction, and Replacement of a Mobilehome Park, including costs for planning and processing, increasing space capacity, and any expenditures required by a governmental agency or lender for the project. Costs may also include funds to ensure the long-term sustainability of the Mobilehome Park.
- (b) If the condition of a Mobilehome Park jeopardizes the Health and Safety of its residents, constitutes a nuisance or substandard condition, or the Mobilehome Park has had its permit to operate suspended, the cost of repairs necessary to restore the permit to operate or to restore the minimum Health and Safety standards in the Mobilehome Park, including on-site and offsite work, as needed.
- (c) In the case of individual Residents:
  - (1) The cost to repair, correct Health and Safety violations, make upgrades, or replace the Mobilehome.

**“Competitive NOFA”** means a NOFA which requires applications to compete with other applications submitted for the same Program funding and those applications that score the highest are awarded first.

**“Conversion”** means the Acquisition and Conversion of a Mobilehome Park ownership by a Resident Organization, Local Public Entity or Qualified Nonprofit Housing Sponsor.

**“Deferred Loan”** means a loan from the Department to a Recipient that does not require principal or interest payments during the term of the loan and is instead due in full when the Loan Agreement term ends.

**“Department”** means the California Department of Housing and Community Development, also known as HCD.

**“Displacement Plan”** means a plan for the management of Residents that are temporarily displaced due to a MORE funded Activity that includes the following:

- (a) A detailed narrative explaining why the displacement is needed to complete the Activity;
- (b) The number of impacted Residents;



- (c) What actions the Applicant will take to ensure adequate housing during the time of displacement;
- (d) The type of replacement housing to ensure it is comparable to the current residence;
- (e) Anticipated length of the displacement; and
- (f) The costs involved with such displacement.

**“Forgivable Loan”** means a loan from the Department to a Recipient that once the term of the Loan has ended and all terms of the Loan have been met, the obligation to repay the principal and interest is forgiven and there is no further obligation for repayment of the Loan.

**“Fund”** means the Mobilehome Park Rehabilitation and Purchase Fund created pursuant to [HSC Section 50782](#).

**“Grant”** means an award of Program funds to an eligible **Resident** that does not require repayment if the terms of the Grant Agreement are met.

**“Grant Agreement”** means an enforceable formal agreement which sets forth the terms and conditions of a Grant in writing and is signed by the Resident being assisted.

**“Health and Safety Code”** means the section of California law that governs the conditions of a Mobilehome Park as well as individual Manufactured Homes and Mobilehomes. ([HSC Section 18200 - Section 18700](#))

**“Household”** means one or more persons residing in the same housing Unit.

**“Housing Cost”** means the total cost of owning, occupying, and maintaining a Mobilehome and a lot space in a Mobilehome Park. Pursuant to [Title 25, California Code of Regulations \(CCR\), Section 6920](#), these costs shall include:

- (a) Principal and interest on a mortgage loan including any Rehabilitation loans, and any loan insurance fees associated therewith;
- (b) Property tax and assessments;
- (c) Fire and casualty insurance covering replacement value of property improvements;
- (d) Property maintenance and repairs;
- (e) A reasonable allowance for utilities, including garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels. Utilities does not

include telephone or cell phone service. Such an allowance shall take into consideration the cost of an adequate level of service;

- (f) Space rent if the Unit is situated on rented land.

**“Indian Area”** means the area within which an Indian operates affordable housing programs or the area where the Tribal Designated Housing Entity, as authorized by one or more tribes, operates affordable housing programs pursuant to [24 CFR Section 1000.10](#).

**“Indian Country”** means any of the following:

- (a) All land located in “Indian country” as defined by [18 U.S. Code \(USC\) 1151](#);
- (b) All land within the limits of a Rancheria under the jurisdiction of the United States Government;
- (c) All land held in trust by the United States for an Indian tribe or individual; and
- (d) All land held by an Indian tribe or individual subject to a restriction by the United States against alienation.

**“Income Verification”** means the documentation of a Resident’s annual income using appropriate documentation.

**“Loan”** means an obligation to repay funds advanced by the Department for the purpose of financing a **Local** Project or Local Program that is evidenced by a promissory note or other instrument in writing and that **may** be secured by real or personal property.

**“Loan Agreement”** means an enforceable formal agreement which sets forth the terms and conditions of a Loan in writing and is signed by all relevant parties to the transaction.

**“Local Jurisdiction”** means the city, county, Tribal Entity, or any agent thereof in which the Activity will be implemented.

**“Local Project”** Local Projects will include the following eligible Activities:

- (a) Acquisition, Conversion, Rehabilitation, Reconstruction, or Replacement of a Mobilehome Park;
- (b) Remediation of Mobilehome Park health and safety deficiencies or Mobilehome Park Act violations;
- (c) Acquisition and construction of a new Mobilehome Park as a response to a Natural Disaster pursuant to [HSC 50784.6\(a\)](#).



**“Local Program”** Local Programs will include the following eligible Activities:

- (a) Rehabilitation or Replacement of individual Mobilehomes

**“Local Public Entity”** means any county, city, city and county, Tribal Entity, a community redevelopment agency, or successor agency organized pursuant to [Part 1 \(commencing with Section 33000\) of Division 24](#), or housing authority organized pursuant to [Part 2 \(commencing with Section 34200\) of Division 24](#), and any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of Low-Income. It also includes two or more Local Public Entities acting jointly.

**“Low-Income” or “Lower-Income Resident”**

- (a) Low Income Household. A Household whose income is 80% of the median family income subject to adjustments for family size and income and other adjustment factors by the United States Housing and Urban Development Department in accordance with [California Code of Regulations, title 25, Section 6928](#) and [Section 6932](#).
- (b) Lower-Income Household. A Household whose income is either 50% of the median family income (Very Low Income) or 30% of the median family income (Extremely Low Income) adjusted for family size and revised annually, as defined in [HSC Section 50105](#) and [Section 50106](#).

**“Low-Income Spaces”** mean those spaces in a Mobilehome Park operated by eligible Applicants, which are or will be occupied by Low-Income Residents.

**“Manufactured Housing or Manufactured Home”** means a Mobilehome as defined by [Section 18007 of the HSC](#). A Manufactured Home can be either in a rental Mobilehome Park, on leased land, or on property owned by the occupant. It can either be on a permanent foundation or a foundation system. In these guidelines, with respect to Manufactured Housing not installed on a permanent foundation, terms that typically apply to conventionally constructed housing or to Loans secured by real property shall be given the appropriate analogous meaning used in the Manufactured Housing industry. For example, rather than holding fee title to the property, a Manufactured Homeowner is listed as the registered owner on the certificate of title issued by the Department.

**“Mobilehome”** means a structure as defined pursuant to [HSC Section 18008](#), and includes a Manufactured home as defined in [HSC Section 18007](#).

**“Mobilehome Park”** means a Mobilehome Park as defined in HSC Section 18214, or a Manufactured Home subdivision created by the Conversion of a Mobilehome Park as defined in [HCS Section 18214](#), which includes a senior park, to a Resident Ownership or ownership by a Qualified Nonprofit Housing Sponsor or a Local Public Entity.

**“Natural Disaster (Disaster)”** means a Natural Disaster for which a state of emergency is declared by the Governor pursuant to [Government Code \(GC\) commencing with Section 8550](#).

**“Over the Counter NOFA (OTC NOFA)”** means a NOFA which allows eligible applications to be funded in a first-come first-served manner. Applications must be complete and pass threshold review before they are considered eligible.

**“Private Mobilehome Park Owner”** means an individual(s) or entity(ies) that that is not classified as a Local Public Entity, Qualified Nonprofit Housing Sponsor, or Resident Organization, which owns the Mobilehome Park seeking Program funds.

**“Program”** means the Manufactured Housing & Opportunity Revitalization (MORE) Program.

**“Qualified Nonprofit Housing Sponsor”** means a nonprofit benefit corporation, as defined in [Part 2 \(commencing with Section 5110\) of Division 2 of the Corporations Code](#), that:

- (a) Has received its tax-exempt status under [Section 501\(c\)\(3\) of the Internal Revenue Code](#);
- (b) Is not affiliated with or controlled by a for-profit organization or individual;
- (c) Has extensive experience with the development and operation of publicly subsidized Affordable housing;
- (d) The Department determines it is qualified by experience and capability to own and operate a Mobilehome Park that provides housing to Affordable to Low-income Households;
- (e) Has formal arrangements for ensuring Resident participation or input in the management of the Park that may include, but not be limited to, membership on the Board of Directors;
- (f) A limited partnership where all of the general partners are nonprofit mutual or public benefit corporations that meet the requirements of (a) through (e) above, inclusive.

**“Recipient”** means an eligible Applicant that has received approval for an award of funds from the Program. The term "Recipient" shall include successors in interest and assignees of a Recipient.

**“Reconstruction”** means the act of rebuilding a Mobilehome Park on the same site it was originally located on.



**“Regulatory Agreement”** means a written agreement between the Department and the Recipient that will be recorded as a lien on the Mobilehome Park to control the use and maintenance of the Park, including restricting the rent of the Assisted Spaces. For Tribal Entities, a restrictive covenant will be required in lieu of the Regulatory Agreement.

**“Rehabilitation”** means that in addition to the definition found in [HSC Section 50096](#) and [Section 50097](#), can include the following:

- (a) As related to individual Mobilehomes:
  - (1) Repairs and improvements to a Mobilehome necessary to correct any condition causing the Mobilehome to be substandard and a nuisance or that has or could result in a Mobilehome Park Act violation.
  - (2) Installation of a permanent foundation on a Mobilehome that is owner-occupied as a principal place of residence, such that the Mobilehome is assessed as real property, and valued in the same manner as a conventional home;
  - (3) Replacement of a Mobilehome;
  - (4) Repairs and improvements which are necessary to meet any locally adopted standards used in local rehabilitation;
  - (5) Modifications, alterations, and additions necessary to improve accessibility and usability for persons with disabilities who reside in or regularly visit them; and
  - (6) Modifications, alterations, and additions necessary to improve a Mobilehome’s energy efficiency.
  
- (b) As related to Mobilehome Parks:
  - (1) Repairs and improvements to a Mobilehome Park necessary to correct any conditions that could result in a Mobilehome Park Act notice of violation;
  - (2) Repairs and improvements required to restore or obtain a Permit to Operate, including offsite improvements;

Rehabilitation costs include implementing resiliency mitigation measures identified in the Hazard Mitigation Plan or the Safety Element of the General Plan adopted by the jurisdiction in which the program will be offered.

Rehabilitation does not include replacement of personal property.

**“Relocation”** means, as it pertains to these guidelines, ~~Relocation~~ is the process in which a Resident must move from their primary residence to another location due to circumstances created by the implementation of Program Activity. Relocation can be permanent but most often is temporary.

**“Remediation”** means for the purposes of these Guidelines, the act of repairing items that pose a threat to the health and safety of Residents of an individual Mobilehome or a Mobilehome Park.

**“Rent(s)”** means the amounts paid by a Resident to live in a Mobilehome Park that includes:

- (a) Any amount paid to a Mobilehome Park Owner to reside in a Mobilehome located within the Mobilehome Park, when applicable; and
- (b) Amount paid for the space in the Mobilehome Park that the Mobilehome is located on.

**“Replacement”** means:

- (a) Replacement of a Mobilehome Park occurs when a Mobilehome Park has been destroyed and is rebuilt within 20 miles of the original site.
- (b) Replacement of a Mobilehome occurs when the cost to replace an individual Mobilehome would be more financially feasible than to rehabilitate it.

**“Resident”** means an individual(s) who resides within a Mobilehome Park.

To receive assistance from a Local Program, Residents shall meet the following requirements:

- (a) Qualify as a Low-Income Household, when considering the Annual Income of all Household Residents 18 years or older. Recipients shall allow the Resident’s to self-certify their income eligibility on an annual basis;
- (b) Have legal ownership of the Mobilehome;
- (c) Intend to occupy the Mobilehome as a principal place of residence within six months.

**“Resident Organization”** means a group of Mobilehome park residents who have formed a nonprofit corporation, cooperative corporation, or other entity or organization for the purpose of acquiring the Mobilehome park in which they reside and converting the Mobilehome park to resident ownership. The membership of a resident organization shall include at least two-thirds of the households residing in the Mobilehome park, or in each park of a combination of parks where the residents of two or more parks combine to form a single resident organization. The two-thirds of households in the resident



organization at the time of funding the park need not be the same households that were residing in the park when the application for assistance was submitted to the department. A household's membership in the resident organization when the application was submitted to the department shall not be a requirement for that household to receive a loan or assistance under this chapter.

**“Right of First Offer”** means a contractual obligation that allows a rights holder to bid on an asset before the owner places it on the public market.

**“Rural Area”** means the same as defined in [HSC Section 50199.21](#).

**“Standard Agreement”** means the contract entered into between the Department and a Recipient pursuant to Section 600 of these guidelines.

**“Technical Assistance”** means the provision of advice, assistance, and training pertaining to the MORE Program. Technical Assistance includes the assistance in understanding the Program, applying for Program funds, implementation of a Local Program or project and administration of the Local Program or project

**“Tribal Entity”** means any of the following:

- (a) An Indian Tribe as defined under [United States Code \(USC\) Section 4103\(13\)\(B\) of Title 25](#);
- (b) If not a federally recognized Indian Tribe as identified above, either:
  - (1) An Indian Tribe Listed in the Bureau of Indian Affairs Office of Federal Acknowledgment Petitioner List, pursuant to [CFR Section 83.1 et. seq. of Title 25](#); or
  - (2) An Indian Tribe located in California that is on the contact list maintained by the State of California Native American Heritage Commission for the purposes of consultation pursuant to Section 65352.3 of the Government Code.
- (c) A Tribally Designated Housing Entity as defined under [25 USC Section 4103\(22\)](#);  
or
- (d) Tribal Section 17 corporations located in California organized pursuant to Section 17 of the Indian Reorganization Act of 1934, Section 5124 of Title 25 of the United States Code.

**“Trust Land”** means a land ownership status in which title is held in trust by the Federal Government with restrictions on use and disposition of the land.

**2023 MORE APPLICATION CERTIFICATIONS AND STATEMENT OF ASSURANCES**

The {           NAME OF APPLICANT           } hereby certifies the following:

**Legal Authority:**

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

**Application Authorization:**

Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action in the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the Applicant's authorized representative or other designee to act in connection with the application and to provide such additional information as may be required.

**Audit/Performance Findings:**

It certifies that it has no unresolved findings or concerns for any prior Department or federally funded housing or community development Projects or Programs.

**Pending Litigation:**

It certifies it has no pending lawsuits that would impede the implementation of the Activity being funded.

**Inspection of Award Activities**

It will permit the California Department of Housing and Community Development, or any of the Department's authorized representatives, access to and the right to examine all records, books, papers, or documents related to the award.

**Compliance with Laws:**

It will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct and that I have been authorized by the governing body of the Applicant to sign this Statement of Assurances and submit all supporting documentation on behalf of the Applicant. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.



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Printed Name of Authorized Representative (per the Resolution)

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Signature

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Title

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Date