



**PLEASE DO NOT MAIL.
CALL TO SCHEDULE APPOINTMENT
954-431-7866 EXT: 110**

CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM

The City of Pembroke Pines, through the use of federal and state funds awarded to the City, is pleased to provide home repair assistance for low-to-moderate income households in owner occupied housing units throughout the City. **Owners must occupy the unit as their primary residence.** Assistance is in the form of a 15 year, 0% interest deferred second loan that reverts to a grant if all program conditions are met. This program is administered by the City of Pembroke Pines in conjunction with the City's consultant, Community Redevelopment Associates of Florida, Inc (CRA of Florida). Should you have any questions pertaining to this application please contact:

**Community Redevelopment Associates of Florida, Inc (CRA of Florida)
8569 Pines Boulevard, Suite 207
Pembroke Pines, Florida 33024
(954)431-7866, Ext. 110**

HOME REPAIR ASSISTANCE SUMMARY

1. Homeowners must be current with their mortgage(s), property insurance, HOA dues and have no other government liens on the property to receive assistance. (Code lines will be addressed with the program)
2. **Applications will be accepted by appointment only by contacting CRA of Florida at 954-431-7866, Ext. 110. Only completed applications will be accepted.**
3. Assistance is budgeted for an amount **up to \$90,000.**
4. Funding is limited and applications are processed on a first come, first qualified basis. All information presented is verified. All applicants must meet income guidelines.
5. If you have received assistance from the City previously and have an existing home repair mortgage from the City of Pembroke Pines on your property, you may not be eligible for additional assistance.
6. After being approved for assistance, CRA of Florida will order a property inspection to develop a set of work specifications for your home.
7. All work specifications will be bid out to the City's pool of contractors. The lowest, most responsive bidder will be awarded the project.
8. All code, health and safety issues are a priority. **This is not a remodeling program.**
9. Please note that illegal additions and conversions are restored to last legal permitted use unless documented issue of overcrowding exists. As a participant of this program, code related repairs cannot be ignored by the City if assistance is provided.
10. Homeowners will be required to maintain hazard and flood insurance for the duration of the City's second mortgage. **If you are approved to receive grant funds you must add the City of Pembroke Pines and/or Broward County as an additional insured to your home insurance policy and provide a copy to CRA.**



HOME REPAIR ASSISTANCE SUMMARY – Continued.

11. Homeowners will be required to comply with all program requirements to receive assistance.
12. Reasonable accommodations can be made for applicants with special needs who require assistance with the completion or submission of their application.

The primary purpose of the program is to provide repairs necessary to provide safe and decent housing, eliminate any instances of substandard housing, and preserve the City's affordable housing stock. Activities include owner-occupied repairs/improvements and emergency repairs. Demolition/reconstruction of code related repairs may be addressed as part of a comprehensive or emergency repair.

PLEASE READ FULL PROGRAM DISCLOSURES, PRIOR TO COMPLETING APPLICATION.

ORIGINAL



CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM DISCLOSURE

Rehabilitation work is not the same as remodeling.

The primary purposes of our Rehabilitation programs are:

1. **To correct municipal code violations.**
2. **To abate any health and safety problems in your home.**
3. **To provide safe electrical and mechanical systems.**
4. **To stop weather penetration to make your home more energy efficient.**
5. **To improve the general condition of your home's structure.**

Interior or exterior remodeling (cosmetic) work **will not** be addressed on your project. It is important that you realize this as you go through the rehabilitation process.

A set of rehabilitation specifications will be developed, with your input, by a qualified general contractor acting in the capacity of Rehabilitation Inspector. The Rehabilitation Inspector is paid by the program and will never ask you to pay for his/her services.

Those items that qualify for rehabilitation have been designated by State and Federal regulations not by your local municipality. The Rehabilitation Inspector will assess your home's rehabilitation requirements based on the priorities outlined above.

If funds are available within the limits of the approved award after considering the priorities, the Rehabilitation Inspector may consider other allowable rehabilitation items. Any changes must be made before the work is submitted for bids. Additions, swap outs, or deletions on the specifications once approved by you will not be possible. In many cases, the Rehabilitation Inspector has already reviewed and revised your specifications several times in order to keep the estimated job cost within the allowable award limits. Cost saving measures are included in the work order, all in an effort to make possible basic repairs needed to your home.

Rehabilitation specifications are put out for bid to a pool of licensed and insured State Certified General Contractors. Rehabilitation contracts are awarded to the General Contractor (GC) with the lowest, most responsible bid. The contract for rehabilitation work to be undertaken is between you and the GC to whom the bid is awarded. The General Contractor to whom the bid is awarded will be paid directly by the program on your behalf. At no time should you be asked by a program contractor for any payment for work done under your grant award.



RESIDENTIAL REHABILITATION PROGRAM DISCLOSURE Page 2

During your project, the contractor may elect to reuse some material that is in good condition. This is acceptable provided only that the Rehabilitation Inspector approves its use. The Rehabilitation Inspector may also modify the specifications after work begins due to on-site conditions that could not be accurately assessed before the work started. This is done to facilitate the project by eliminating unnecessary work. The Rehabilitation Inspector will monitor the work in progress, but more importantly, he will provide a list of any incomplete items to the contractor to insure quality service. Additionally, inspections will be conducted as appropriate and required by your local municipal building department.

You are part of this project; help if you can. The contractor is responsible for the clean up of construction debris; if feasible, you could help with general broom cleaning. Protection of your personal property; e.g. furniture, clothing, appliances, stereos, etc. is your responsibility. Cover these items or make some arrangement to keep them safe.

The Rehabilitation Inspector will be available to answer your questions throughout the project; please direct your questions to him.

Please take note. It is the responsibility of the homeowner, particularly in the case of storm related damage, to take what ever means are necessary to prevent further deterioration of the residence while the rehabilitation application is pending. There is no guarantee that your application will be approved as it is subject to verification under State and Federal guidelines.

I have received a copy of "Florida's Construction Lien Law, Protect Yourself and Your Investment"

I/WE have read and understand this information.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date



PUBLIC RECORDS DISCLOSURE AND ACKNOWLEDGMENT

Information provided by the applicant may be subject to Chapter 119, Florida Statutes regarding Open Records. Information provided by you that is not protected by Florida Statutes can be requested by any individual for their review and/or use. This is without regard as to whether or not you qualify for funding under the program(s) for which you are applying. The determination regarding the release of information pursuant to an Open Records request shall be made by the City pursuant to statute.

Having been advised of this fact prior to making application for assistance or supplying any information, I/We agree to hold harmless and indemnify Community Redevelopment Associates of Florida, Inc., and the City of Pembroke Pines, any governmental agency, its officers, employees, stockholders, agents, successors and assigns from any and all liability and costs that may arise due to compliance with the provisions of Chapter 119, Florida Statutes.

I/We agree that neither Community Redevelopment Associates of Florida, Inc. nor the City of Pembroke Pines have any duty or obligation to assert any defense, exception, or exemption to prevent any or all information given to Community Redevelopment Associates of Florida, Inc. or the City of Pembroke Pines in connection with this application, or obtained by them in connection with this application, from being disclosed pursuant to a public records law request.

Furthermore, by signing below, I/We agree that neither Community Redevelopment Associates of Florida, Inc., nor the City of Pembroke Pines have any obligation or duty to provide me/us with notice that a public records law request has been made.

I/We agree to hold harmless Community Redevelopment Associates of Florida, Inc., and the City of Pembroke Pines or any governmental agency, its officers, employees, stock holders, agents, successors and assigns from any and all liability that may arise due to my/our applying for any grant or mortgage or my/our purchase of any real estate, or any matter arising out of any housing rehabilitation project funded by the City of Pembroke Pines.

I/WE have read and understand this information.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date



NOTICE OF COLLECTING SOCIAL SECURITY NUMBER FOR GOVERNMENT PURPOSE

The City collects your social security number for a number of different purposes. The Florida Public Records Law (specifically, section 119.071(5), Florida Statutes (2007), requires the City to give you this written statement explaining the purpose and authority for collecting your social security number.

Your Social Security Number is being collected for the purposes of income certifying you for the City's housing assistance program which requires third-party verification of assets, employment and income. In addition, this information may be collected to verify unemployment benefits, social security/disability benefits and other related information necessary to determine income and assets and your eligibility for the program that is funded by local, Federal and/or State program dollars.

Authorization to Collect Social Security Number

- 24 CFR 5.609, referred to as "Part 5 Annual Income" - Code of Federal Regulations.
- 24 CFR 92.203 Income Determinations for HOME Program
- U.S. HUD Technical Guide for Determining Income and Allowances for the HOME Program (Third Edition (HUD-1780-CPD, January 2005).
- State Housing Initiatives Partnership Program –SHIP Program Manual (Revised June 2005)
- City of Pembroke Pines Housing Program Policies and Procedures.

Your social security number will not be used for any other intended purpose other than verifying your eligibility for the City's program.

I/WE have read and understand this information.

Applicant Signature	Date	Co-Applicant Signature	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date



CONFLICT OF INTEREST DISCLOSURE

In accordance with 24 CFR 570.611 applicants can be denied participation in the Housing Rehabilitation Program if a conflict of interest exists. A conflict of interest exists if an applicant is an employee, agent, consultant, officer, elected official or appointed official of the recipient or subrecipient **and** the applicant currently or within the past 12 months:

1. Exercises or has exercised any functions or responsibilities with respect to funds for this program.
2. Participates or has participated in the decision making process related to funds for this program.
3. Is or was in a position to gain inside information with regard to program activities.

A conflict of interest may also arise if an applicant for assistance is related by family or has business ties to any employee, officer, elected or appointed official or agent of a unit of local government who exercises any functions or responsibilities with respect to the Housing Rehabilitation Program. When a conflict of interest or perceived conflict of interest exists, the applicant must acknowledge the conflict.

Please read statement #1 and #2 and check the statement that applies to you.

1. **A conflict of interest DOES NOT EXIST** as it relates to the Housing Rehabilitation Program Application.

2. **A conflict of interest DOES EXIST** as it relates to the Housing Rehabilitation Program Application.

If you placed a checkmark by statement, #2 please explain the Conflict of Interest:

I/We have read and understand what a Conflict of Interest is as it pertains to the City's Housing Rehabilitation Program Application.

<hr/> Applicant Signature	<hr/> Date	<hr/> Co-Applicant Signature	<hr/> Date
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<hr/> Household Member (18 and over)	<hr/> Date	<hr/> Household Member (18 and over)	<hr/> Date
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<hr/> Household Member (18 and over)	<hr/> Date	<hr/> Household Member (18 and over)	<hr/> Date
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CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM - TERMS AND CONDITIONS

I/WE the undersigned agree and accept the terms and conditions of the Residential Rehabilitation Program as a condition of our/my receiving grant assistance under the program should I/We be income eligible for assistance.

Maximum Amount of Assistance: \$90,000.00

Second Mortgage Interest Rate: 0%

Second Mortgage Repayment Terms: 15 Year, 0% interest, deferred payment loan, secured by a mortgage and promissory note. The loan is forgivable in its entirety at the end of 15 years from the date of execution of said mortgage and note, provided that title remains under the ownership of the individuals signing said mortgage and note and said property remains their primary residence. There is no yearly pro-rata write down of the loan. Full repayment of the loan is required if title is transferred or conveyed for any reason or the property ceases to be the primary residence of the applicant during the 15 year required occupancy period. Applicants will be allowed to refinance subject to the terms and conditions of the City's Subordination Policy, which does not permit cash out to the homeowner.

PLEASE NOTE: Special Needs – Owner-Occupied Households: Assistance is in the form of a 10 year, 0% interest deferred loan, written down 10% each year.

Borrower Income Limitations: 120% of the area median income (AMI) adjusted for household size. Income limits are determined by the Department of Housing and Urban Development.

Maximum Income Limits Per Household Size

Household Size	Very Low Income 0% to 50% AMI	Low Income 51% to 80% AMI	Moderate Income 81% to 120% AMI
1	\$29,500	\$47,200	\$70,800
2	\$33,700	\$53,920	\$80,880
3	\$37,900	\$60,640	\$90,960
4	\$42,100	\$67,360	\$101,040
5	\$45,500	\$72,800	\$109,200
6	\$48,850	\$78,160	\$117,240
7	\$52,250	\$83,600	\$125,400
8	\$55,600	\$88,960	\$133,440

*Income Limits Effective April 24, 2019. Income Guidelines are subject to change *



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM - TERMS AND CONDITIONS (Cont.)**

Property Eligibility: Single Family detached, condominium and townhouse units, including units in Planned Unit Developments, located in the City of Pembroke Pines.

**Assessed Value of Homes – At or Below: \$317,646.00.
If funded via HOME program, After Rehab Value cannot exceed \$247,000.00.**

Federal and State statutes, regulations and programs governing this application are subject to change at any time.

I/We understand and agree to the terms and conditions outlined above.

_____	_____	_____	_____
Applicant Signature	Date	Co-Applicant Signature	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date
_____	_____	_____	_____
Household Member (18 and over)	Date	Household Member (18 and over)	Date

ORIGINAL



CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM

Dear Applicant,

The documents listed below must be submitted with your completed application, which consists of a completed application form **AND** all the applicable supporting documentation as listed below.

- 1) **Completed Application Form:** All sections of the application must be completed (no blank spaces). Your application will not be accepted if incomplete. (**Must be original document**)

Please provide photocopies of the below documents. WE DO NOT MAKE COPIES!

- 2) **Proof of property ownership:**

- a) Deed, (which may be a warranty deed, special warranty deed, personal representative deed or quit claim deed. **Please note, that due to Federal Regulations, a Title Search will be performed to verify information as to ownership provide by each applicant.**
- b) Title Insurance Policy **or**
- c) Lease with a term in excess of 99 years **or**
- d) Order determining Homestead in an estate **or**
- e) Copy of a Trust Agreement **or**
- f) Certificate of Title

Note: If the Deed lists anyone that does not reside in the home, a notarized, sworn statement must be provided by the non-resident(s) that attests to the fact that the individual(s) do not reside in the home and have their primary residence elsewhere. The individual(s) must provide a copy of a residential property lease or an ad valorem property tax bill indicating their primary residence is elsewhere.

- 3) **Six (6) most recent pay stubs or earnings statements showing the employee's name, gross pay per pay period, deductions, and frequency of pay for every household member 18 years and over.**

- 4) **Broward County Notice of Ad Valorem Taxes (must show Assessed Value of Property)**
This may be obtained by logging on to the Property Appraisers website at www.bcpa.net



CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM

- 5) **Proof that you are current in the payment of your property taxes:**
- a) Paid Property Tax Receipt from the Broward County Property Appraiser **or**
 - b) Copy of your canceled check, front and back, showing payment **or**
 - c) Sworn Affidavit certifying that you have paid your property taxes **or**
 - d) Statement from you mortgage lender attesting that your property taxes have been paid **or**
 - e) A printout from the Broward County Property Appraisers web site
- 6) **Last six (6) months bank statements for every household member.** We need every page of the bank statements.
- 7) **Proof of Hazard and Flood Insurance:**
- a) A copy of your homeowners insurance policy. Policy must include flood insurance. If Flood Insurance is not required, please provide a Determination Letter from FEMA.
- 8) **Federal income tax returns filed with the IRS for the last two (2) years AND W-2's for the last two (2) years. We will accept:**
- a) A copy of the original signed federal tax return with W-2's **and**
 - b) A transcript of your federal return from the IRS with W-2's. You can request a transcript by filling out IRS form 4506-T and **sending** to the IRS. The form can be obtained from the IRS website www.irs.gov, by calling the IRS at 1-800-829-3676, or by going to the IRS office.
- 9) **Proof of number of dependents claimed** (Dependent's must be listed on your federal tax return).
- a) Birth Certificate on which the parent/applicant's name is listed **or**
 - b) School records which give the parents names and address **or**
 - c) Court-ordered letters of guardianship **or**
 - d) Divorce decree **or**
 - e) Letters of adoption
 - f) If a **dependent** 18 and over is a full time student, please submit a copy of their class schedule in addition to the above documents.
- 10) **Social Security Cards for all household members.**



CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM

11) **Proof of citizenship or legal alien status documents.**

- a) United States of America birth certificate **or**
- b) Naturalization papers **or**
- c) Alien registration card

12) **If you are divorced, we need a copy of your divorce decree or certified court documents.**

13) **Proof of Employment Income:**

- a) Six most recent pay stubs or earning statements for every household member 18 years of age and over.
- b) The pay stubs must show the employee's name, gross pay per period, deductions, and frequency of pay.

14) **Self-Employment Income.** Schedule C, E, or F must be included with your federal income tax return

AND

- a) Accountant or bookkeeper's statement of net income expected for the next 12 months printed on the accountant/bookkeeper's company letterhead **or**
- b) A notarized, sworn statement, from the self-employed individual, of net income expected for the next 12 months

15) **Social Security, Supplemental Security Income (SSI), and Disability benefits** - An award or benefit notification letter prepared and signed by the authorizing agency.

16) **Unearned Income.** Please provide documents for all that apply.

- a) Unemployment Compensation - Unemployment benefit award notice with six (6) copies of unemployment check stubs.
- b) Disability Compensation - Notice of eligibility from employer or authorizing agency and six (6) copies of check stubs.
- c) Worker's Compensation - Notice of eligibility with amount awarded and six (6) copies of check stubs.
- d) Severance Pay - Notice of employer stating the amount received in severance pay.
- e) Welfare of other needs based payments given to any household members

17) **Unemployed household member not receiving unemployment benefits or income.** Please provide a notarized, sworn statement from the household member stating that unemployment benefits are not received and he/or she is not receiving any income.



CITY OF PEMBROKE PINES RESIDENTIAL REHABILITATION PROGRAM

18) For Alimony or Child Support Payments

- a) A printout from the court or governmental agency through which payments are being made **or**
- b) An original notarized letter from the non-custodial parent stating the amount given weekly, bi-weekly, or monthly **or**
- c) An original notarized statement from custodial parent stating that child support is not received for each child.

19) For Veterans Administration Benefits - Benefactor's written confirmation of amount of assistance for the next 12 months.

20) **Assets** - Please bring current statements for the below assets for each household member if applicable. We need all pages of each statements submitted and listed on your application form.

- a) 401(K) account statement
- b) Retirement statement
- c) Pension statement
- d) IRA statement
- e) Certificate of deposit (CD) statement
- f) Annuities

21) **Life Insurance policy with current cash value and the type (term or whole).** We need all pages of the most current policy statement.

22) **Recurring Contributions and Gifts.** Example: non-household member paying all of part of bills, mortgages or contributing money on a regular basis.

- a) Notarized statement or affidavit signed by the person providing the assistance, giving the purpose, dates and value of the gifts or
- b) A letter from a bank, attorney, or a trustee providing required verification.

23) **Mortgage Statements.** If you currently have a mortgage on your property, or an equity line, please provide a copy of your most recent mortgage statement(s). Your mortgage(s) must be current to receive assistance from the City.

Please provide *photocopies* of items 2 - 23. WE DO NOT MAKE COPIES.



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM
GENERAL APPLICANT INFORMATION**

Applicant Name: _____

Address: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Household Size: _____ Anticipated Gross Annual Household Income: _____

Marital Status of Applicant: _____

Additional Comments:

For Office Use ONLY

Application Referred To the Following Program:

- _____ General Home Repair Program
- _____ Emergency Assistance (Determined by City)
- _____ Barrier Free Assistance

Assigned to Program Specialist: _____ Date: _____



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

APPLICATION INFORMATION

APPLICANT'S NAME: _____ SS#: _____

CO-APPLICANT'S NAME: _____ SS#: _____

STREET ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS: _____

ANNUAL GROSS INCOME: Attach additional sheet if needed

SOURCE	APPLICANT	CO-APPLICANT	OTHER MEMBER(S) 18 AND OVER	TOTAL
Gross Salary				
Overtime, Tips, Bonuses, etc.				
Interest/Dividends				
Business Net Income				
Rental Net Income				
Social Security, Pensions, Etc.				
Unemployment, Workers Comp.				
Alimony, Child Support				
Welfare Payments				
Other (List)				



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

Name of Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Co-Applicant: _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____

Name of Applicant (18 and over): _____

Name of Employer: _____ Phone: _____

Address: _____

Position: _____ Years Employed: _____

Supervisor: _____



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

Please complete the following for ALL members of the household. Attach an additional sheet, if needed.

HOUSEHOLD MEMBERS FULL NAME	DATE OF BIRTH	RELATIONSHIP	SOCIAL SECURITY #

ASSETS:

Household Member's Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

ASSETS:

Household Member's Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				

ASSETS:

Household Member's Name: _____

TYPE	CASH VALUE	ANNUAL INCOME FROM ASSETS	BANK NAME	ACCOUNT NO.
Checking Accounts:				
Savings Accounts:				
Credit Union Account:				
Stock, Life Insurance :				
Other:				
Other:				



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

LIABILITIES (Applicant and/or Co-Applicant Only):

List debts including auto loans, credit cards, charge accounts, real estate & mortgage loans, etc.

TYPE	CREDITOR'S NAME	MONTHLY PAYMENT	BALANCE
Mortgage			
Rent/Lease Payment			

Do you have any outstanding unpaid collections or judgments? Yes No Amount \$ _____

Have you declared Bankruptcy in the last 7 years? Yes No

Are you a party in a lawsuit? Yes No

IMPORTANT - APPLICANT READ BEFORE SIGNING

The information provided is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information of purposes of income verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification. Applicant(s) understand(s) that the information provided is needed to determine assistance eligibility and in no way assures qualification for assistance. The applicant(s) also agrees to provide any other documentation needed to verify eligibility.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S775.082 or 775.83 or 775.084.

Applicant Signature Date Co-Applicant Signature Date

Household Member (18 and over) Date Household Member (18 and over) Date

Household Member (18 and over) Date Household Member (18 and over) Date



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

Statement of Household Size

This is to certify that _____ person(s) is/are residing in the property that I/We intend to rehabilitate.

Applicant Signature	Date	Co-Applicant Signature	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date
Household Member (18 and over)	Date	Household Member (18 and over)	Date

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S775.082 or 775.83 or 775.084.



**CITY OF PEMBROKE PINES
RESIDENTIAL REHABILITATION PROGRAM**

AUTHORIZATION FOR THE RELEASE OF INFORMATION

I/We _____, the undersigned, hereby authorize the release without liability, information regarding my/our employment income, and/or assets to **Community Redevelopment Associates**, for the purposes of verifying information provided, as part of determining eligibility for assistance under the **Residential Rehabilitation Program**. I/We understand that only information necessary for determining eligibility can be requested.

Types of information to be verified:

I/We understand that previous or current information regarding me/us may be required. Verifications that may be requested are, but not limited to: personal identify; employment history, hours worked, salary and payment frequency, commissions, raises, bonuses, and tips; cash held in checking/savings accounts, stocks, bonds, certificate of deposits (CD), Individual Retirement Accounts (IRA), interest, dividends, etc.; payments from Social Security, annuities, insurance policies, retirement funds, pensions disability or death benefits; unemployment, disability and/or worker’s compensation; welfare assistance; net income from the operation of a business; and, alimony or child support payments, etc.

Organizations/Individuals that maybe asked to provide written/oral verification are, but not limited to:

- | | |
|---|---------------------------------------|
| Past/Present Employers | Alimony/Child/Other Support Providers |
| Banks, Financial or Retirement Institutions | Social Security Administration |
| State Unemployment Agency | Veteran’s Administration |
| Welfare Agency | Other: _____ |

Agreement to Conditions:

I/We agree that a photocopy of this authorization may be used for the purposes stated above. I/We understand that I/We have the right to review this file and correct any information found to be incorrect.

_____ Applicant Signature	_____ Date	_____ Co-Applicant Signature	_____ Date
_____ Household Member (18 and over)	_____ Date	_____ Household Member (18 and over)	_____ Date
_____ Household Member (18 and over)	_____ Date	_____ Household Member (18 and over)	_____ Date

NOTE: This general consent may not be used to request a copy of a tax return. If one is needed, contact your local IRS office for Form 4506, “Request for Copy of Tax Return” and prepare and sign separately.



Florida's Construction Lien Law

Protect Yourself and Your Investment



According to Florida law, those who work on your property or provide materials, and are not paid-in-full, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers, the people who are owed money may look to your property for payment, **even if you have paid your contractor in full.**

This means that if a lien is filed against your property, your property could be sold against your will to pay for labor, materials, or other services which your contractor may have failed to pay.

This document provides information regarding Florida Statute 713, Part 1, as it pertains to home construction and remodeling, and provides tips on how you can avoid construction liens on your property.

Protecting Yourself

If you hire a contractor and the improvements cost more than \$2,500, you should know the following:

- You may be liable if you pay your contractor and he then fails to pay his suppliers or contractors. There is a way to protect yourself. A Release of Lien is a written statement that removes your property from the threat of lien. Before you make any payment, be sure you receive this waiver from suppliers and subcontractors covering the materials used and work performed on your property.
- Request from the contractor, via certified or registered mail, a list of all subcontractors and suppliers who have a contract with the contractor to provide services or materials to your property.
- If your contract calls for partial payments before the work is completed, get a Partial Release of Lien covering all workers and materials used to that point.
- Before you make the last payment to your contractor, obtain an affidavit from your contractor that specifies all unpaid parties who performed labor, services or provided services or materials to your property. Make sure that your contractor provides you with final releases from these parties before you make the final payment.
- Always file a Notice of Commencement before beginning a home construction or remodeling project. The local authority that issues building permits is required to provide this form. You must record the form with the Clerk of the Circuit Court in the county where the property being improved is located. Also post a certified copy at the job site. (In lieu of a certified copy, you may post an affidavit stating that a Notice of Commencement has been recorded. Attach a copy of the Notice of Commencement to the affidavit.)
- In addition, the building department is prohibited from performing the first inspection if the Notice of Commencement is not also filed with the building department. You can also supply a notarized statement that the Notice has been filed, with a copy attached.

The Notice of Commencement notes the intent to begin improvements, the location of the property, description of the work and the amount of bond (if any). It also identifies the property owner, contractor, surety, lender and other pertinent information. Failure to record a Notice of Commencement or incorrect information on the Notice could contribute to your having to pay twice for the same work or materials.



Notice To Owner

Prior to filing a lien, a lienor who does **not** have a direct contract with the owner, must serve the owner with a Notice to Owner.

The Notice to Owner must state the lienor's name and address, and a description of the real property and the nature of the services or materials being furnished. The Notice to Owner must be served before commencing, or within 45 days of commencing, to furnish the services or materials (but before owner's final payment to the contractor). A lien cannot be enforced unless the lienor has served the Notice to Owner as described above.

Whose Responsibility is it To Get These Releases?

You can stipulate in the agreement with your contractor that he must provide all releases of lien. If it is not a part of the contract, however, or you act as your own contractor, YOU must get the releases.

If you borrow money to pay for the improvements and the lender pays the contractor(s) directly without obtaining releases, the lending institution may be responsible to you for any loss.

What Can Happen If I Don't Get Releases Of Lien?

You will not be able to sell your property unless all outstanding liens are paid. Sometimes a landowner can even be forced to sell his property to satisfy a lien.

Who Can Claim A Lien On My Property?

Contractors, laborers, materials suppliers, subcontractors and professionals such as architects, landscape architects, interior designers, engineers or land surveyors all have the right to file a claim of lien for work or materials. **Always require a release of lien from anyone who does work on your home.**

Contesting A Lien

A lien is valid for one year, unless a lienor files a lawsuit to enforce the lien prior to the expiration of the year. An owner has a right to file a Notice of Contest of Lien during the one year period. Upon the filing of a Notice of Contest of Lien, a lienor must file a lawsuit to enforce the lien within 60 days. Failure of the lienor to timely file a lawsuit renders the lien invalid.

Some Important Definitions

Notice of Commencement: A Notice of Commencement is required under Florida law and is designed: (1.) to give potential lienors the information necessary to protect their lien rights, and (2.) to limit a property owner's potential lien liability. A property owner cannot avoid lien liability by failing to file the Notice of Commencement. The property owner or the owner's agent usually files this Notice. A Notice of Commencement is not the same as a Building Permit Application.

Notice to Owner: A Notice to Owner informs the proper parties that a potential lienor will furnish, or already has furnished, materials, labor or other lienable items for the property to be improved. A Notice to Owner does not mean that a lien has been filed against the property. However, in order to preserve lien rights, the Notice to Owner must be served to the owner in a legally sufficient manner no later than 45 days after a lienor commences to furnish labor or materials to the construction project jobsite. Contractors, subcontractors, sub-subcontractors and material suppliers are usually the parties that file these Notices. It is not uncommon for a property owner to receive several Notices to Owner for a single project.

Notice of Nonpayment: A Notice of Nonpayment indicates that a potential lienor has an unpaid balance and helps to preserve the right to enforce a lien against the property if the potential lienor is not paid. If you receive a Notice of Nonpayment, you should not ignore it because to do so may result in your paying twice for the same work. If you receive a Notice of Nonpayment, you should consider consulting an attorney.

Release of Lien: A Release of Lien can work to protect a property owner from having a lien filed against the property. When partial payments are made, the property owner should require a Partial Release of Lien from every party that has furnished lienable items to the property. Before final payment is made, the owner should require Final Releases of Lien from every party that has furnished lienable items.



Claim of Lien: A Claim of Lien is a validly recorded claim against the property for payment of the unpaid balance due. A Claim of Lien is valid for one year and is enforced by filing a lawsuit to foreclose the lien. If your property becomes the subject of a Claim of Lien, you should consult an attorney as soon as possible.

Bid: A construction bid is an offer to perform work. A property owner is not required to accept a contractor's bid, and is free to request bids from several contractors before deciding which bid, if any, to accept. In evaluating bids, price is not always the most important factor. Special care should be taken to examine exactly what work the bidder proposes to perform. It is not uncommon for different contractors to bid differently. Sometimes this may make contractors' bids more difficult to compare. A property owner should never allow an unlicensed contractor to perform work on the property. Special care should be taken to check references, qualifications and insurance.

Contract: The contract represents the agreement for improving the property. In most cases, the property owner should require that the construction contract be in writing. This can help avoid disputes and misunderstandings before they happen. Before you sign most construction contracts, you should seriously consider seeking the advice of an attorney. An experienced construction attorney can evaluate whether the contract is fair and reasonable, and can help you avoid costly legal problems before they happen.

Subcontracts: Subcontracts represent the agreements for improving the property between the Contractor and the Subcontractors. It is not uncommon for Contractors to subcontract certain portions of the work to other parties. Because these subcontracts may affect the property, it may be advisable for an owner to review them.

Change Order: "Change Order" is an industry term describing changes in the work. Oftentimes, a Change Order will result in an increase to the contract price. The construction contract should require that the owner approve all Change Orders in writing before the work is performed. Otherwise, verbal Change Orders may be enforceable and result in a lien against the property.

Payment Bond: A payment bond can be used to exempt property from construction liens. If the property is subject to a payment bond, a copy must be attached to the Notice of Commencement.

THE CONSTRUCTION LIEN LAW IS COMPLEX AND CANNOT BE COVERED COMPLETELY IN THIS DOCUMENT. WE RECOMMEND THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

To register a complaint (or learn if complaints have been filed against a prospective contractor), contact the Florida Department of Business and Professional Regulation's Customer Contact Center at: 850.487.1395 or CallCenter@dbpr.state.fl.us

Or write to: Florida Department of Business and Professional Regulation
1940 North Monroe Street Tallahassee, Florida 32399-1027

Or visit online at: www.MyFloridaLicense.com

License verification is available 24 hours a day and 7 days a week by calling our Customer Contact Center at 850.487.1395 or going online to www.MyFloridaLicense.com > Search for a Licensee.

You may also contact your local building department or the Better Business Bureau.

**** Be sure to receive copies of your construction permits from your contractor prior to allowing your contractor to start any work on your property.**

_____ I/We acknowledge that I/We have received a copy of "Florida Lien Law".

Applicant Signature

Date

Co-Applicant Signature

Date