



Emergency and Accessibility Loan Program Procedural Manual

May 1, 2025



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Chapter 1 – Introduction

Background

The Minnesota Legislature created Minnesota Housing, the state’s housing finance agency, in 1971. We finance housing that low and moderate-income Minnesotans can afford while helping Minnesotans buy and fix up their homes.

The Minnesota Housing Finance Agency (“Minnesota Housing”) was created in 1971 by the Minnesota Legislature.

The Emergency and Accessibility Loan Program (ELP) (the “Program”) is a part of the Rehabilitation Loan Program (RLP). Minnesota Housing created RLP and the Program to complement loan programs available in the private sector, and to fill the financial gap that exists between low-income homeowners able to secure home improvement financing in the private sector and those homeowners unable to do so.

Mission Statement

Housing is foundational to a full life and a thriving state, so we equitably collaborate with individuals, communities and partners to create, preserve and finance housing that is affordable.

Values Statement

All Minnesotans live and thrive in a stable, safe and accessible home they can afford in a community of their choice. To achieve the concept of One Minnesota where everyone thrives, we will reorient how we work and expand who has a voice at the table and who participates in and benefits from the housing economy.

We will:

- Center the people and places most impacted by housing instability at the heart of our decision making,
- Listen and share the power we have,
- Honor, respect and strengthen communities, and
- Be inclusive, equitable, just and antiracist in our actions.

Procedural Manual

This Procedural Manual sets forth for Lenders the terms and conditions under which Minnesota Housing will purchase mortgage loans originated under the Program.

Emergency and Accessibility Loan Program

Deferred, zero percent interest rate Program loans are available to low-income Minnesota homeowners through participating Lenders. Loans must be for improvements that directly affect an Emergency Condition or Accessibility Improvement.

Chapter 2 – Partner Responsibilities and Warranties

2.01 Procedural Manual

This Procedural Manual, including subsequent changes and additions, is a supplement to the Emergency and Accessibility Loan Program Participation Agreement (the “Participation Agreement”) executed between the Lender and Minnesota Housing.

Minnesota Housing reserves the right to:

- Change the Program interest rate at any time under its sole discretion;
- Alter or waive any of the requirements;
- Impose other and additional requirements; and
- Rescind or amend any or all materials effective as of the date of issue unless otherwise stated.

Minnesota Housing is under no obligation to purchase any loan or retain ownership of a loan that does not comply fully with this Procedural Manual. Minnesota Housing may grant waivers, alterations or revisions at its sole discretion.

2.02 Compliance with Privacy Act Statutes

The Minnesota Government Data Practices Act:

- Requires the Lender to supply Borrower(s) with the Tennessen Warning and the Privacy Act Notice when requesting private data; and
- Governs when the disclosure of the Borrower’s Social Security Number is required.

The Minnesota Revenue Recapture Act of 1980 (Minnesota Statutes Sections 270A.01 to 270A.12) allows the disclosure of the Borrower’s Social Security Number or Minnesota Tax Identification Number to the Minnesota Department of Revenue. This could result in the application of funds held by the State, including but not limited to tax refunds, to the payment of any delinquent indebtedness of the Borrower to Minnesota Housing.

2.03 Unauthorized Compensation

The Lender may receive fees approved in this Procedural Manual. However, the Lender shall not receive or demand from a builder, remodeler, contractor, supplier or Borrower:

- Kickbacks;
- Commissions;
- Rebates; or

- Other compensation.

In order to reduce the total rehabilitation cost associated with an eligible property, the Lender may receive discounts from third parties involved in the project improvements. In these cases, the Lender must document in the Borrower file that the discounts received are considered typical for the market area and do not constitute a kickback, commission, rebate or compensation for products or services rendered. Any discounts that exceed what is typical must be documented as a charitable contribution by the representative of the seller, builder, remodeler, contractor or supplier providing the discount.

2.04 Minnesota Housing Due Diligence Audit Guidelines and Requirements

The Lender is required to keep on file a complete copy of documents for each loan purchased by Minnesota Housing. Minnesota Housing will perform a quality control audit of loan files purchased from the Lender and will notify the Lender if a loan is selected for audit. Upon request, the Lender must submit the complete loan package with all documentation that was used to originate and close the loan. Loan audits will include, but are not limited to, a minimum of 10% of all loans purchased.

Audited loans are reviewed for:

- Minnesota Housing Program/policy compliance;
- Compliance with federal and state consumer lending regulations;
- Fraud or misrepresentation on the part of any party involved in the transaction; and
- Trends and/or other indicators that may have an impact on the financial viability of the Program in part or in whole.

2.05 Termination of the Lender's Participation

Minnesota Housing may terminate the participation of any Lender under this Procedural Manual at any time and may preclude the Lender's future eligibility for reasons including, but not limited to, nonconformance with:

- This Procedural Manual;
- The Participation Agreement;
- The Federal Fair Housing Law and/or the Equal Credit Opportunity Act;
- Any federal or state Laws or Acts that protect the Borrower's rights with regard to obtaining financing for home improvements; or
- Other applicable state and federal laws, rules and regulations.

Upon termination of a Lender's Participation Agreement, Minnesota Housing will continue to purchase eligible loans for which a Commitment has already been issued, until the Commitment expiration date.

Minnesota Housing may, at its option, impose remedies other than termination of the Participation Agreement for Lender noncompliance.

The Lender may request reinstatement into Minnesota Housing programs. The decision whether to reinstate a Lender shall be at Minnesota Housing's sole discretion.

2.06 Representations and Warranties

The Lender agrees to comply with all applicable federal, state, and local laws, ordinances, regulations, and orders including, but not limited to, the following (and any applicable rules, regulations, and orders thereunder):

- Title VI of the Civil Rights Act of 1964;
- Title VII of the Civil Rights Act of 1968, as amended by the Housing and Community Development Act of 1974;
- Section 527 of the National Housing Act;
- The Equal Credit Opportunity Act;
- The Fair Credit Reporting Act;
- Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968);
- Minnesota Human Rights Act (Minnesota Statutes Chapter 363A);
- Data Privacy - Minnesota Statutes Chapter 13;
- Minnesota S.A.F.E. Mortgage Licensing Act of 2010 – Minnesota Statutes Chapters 58 and 58A;
- Americans with Disabilities Act, 42 U.S.C.A. Section 12101;
- Fair and Accurate Credit Transactions Act;
- Truth in Lending Act;
- Home Mortgage Disclosure Act;
- Anti-Predatory Lending Act;
- USA Patriot Act;
- Bank Secrecy Act;
- Anti-Money Laundering and Office of Foreign Assets Control Policy;
- Internal Revenue Code of 1986, Section 6050H; and
- Real Estate Settlement Procedures Act of 1974.

In addition to the above warranties and representations, the Lender also warrants and represents that:

- The Lender is the sole owner and holder of the Program loan with the right to assign it to Minnesota Housing;
- The Lender has assigned the loan free and clear of all encumbrances;
- The Lender has complied with and will continue to comply with all terms and conditions in the Participation Agreement and this Procedural Manual for each loan processed pursuant to the Program unless prior written approval is obtained from Minnesota Housing;
- The Lender is a legally constituted public or governmental agency, political subdivision, nonprofit entity, a housing and redevelopment authority, or other organization, which has as a

primary purpose the provision or development of affordable housing to low-income persons or households in Minnesota;

- The Lender maintains capital and trained personnel adequate to render the services required as a part of the Lender's participation in the Program;
- The Lender follows all state and federal consumer lending laws, rules and regulations;
- The Lender has neither received nor solicited any fee or remuneration not approved by this Procedural Manual;
- After reasonable inspection, the Lender has no knowledge that any improvement funded by the loan are in violation of applicable zoning ordinances, building ordinances, laws or regulations; and

The Lender agrees that the person who accesses the loan commitment system on behalf of the Lender is fully conversant with Minnesota Housing Program requirements, and has the authority to legally bind the Lender. When a Lender completes the True and Certify process in the loan commitment system, the Lender certifies that it has complied with all terms, conditions and requirements of the Participation Agreement and this Procedural Manual unless those terms, conditions and requirements have been specifically waived in writing by Minnesota Housing.

2.07 Lender Compensation

The Lender is compensated for each loan purchased by Minnesota Housing at a rate of 10% of the loan amount, or \$1,200 per loan, whichever is less.

2.08 Selection of Contractors

The Lender may not choose the contractor. Borrower(s) are responsible for the selection of any contractor who will be involved in completing rehabilitation on the property.

Chapter 3 – Borrower Eligibility

3.01 Borrower

One individual or multiple individuals are eligible to be a Borrower(s) only if such individual or individuals meet the requirements of this Procedural Manual.

Borrower must be eighteen years of age or older or have been declared emancipated by a court having jurisdiction.

3.02 Co-Signers

Co-signers are not permitted on Program loans.

3.03 Ownership Interest

For residences taxed as real property, the Borrower(s) must individually, or in the aggregate, possess at least a one-third ownership interest in the residence to be improved. For a Manufactured Home taxed as personal property, the Borrower(s) ownership interest requirement is 100%.

The Borrower(s) and Accommodation Parties, individually or in the aggregate, must have 100% ownership interest in the residence to be improved.

Borrower(s) under this Program must have clear title to the subject property as evidenced by a title search or title opinion and a copy of the deed.

Eligible forms of ownership interest include the following:

- A fee simple estate;
- A community land trust;
- Vendee interest in a recorded contract-for-deed;
- An approved tribal residential lease on tribal lands;
- A Manufactured Home taxed as real property;
- A Manufactured Home taxed as personal property and located in a Manufactured Home park;
or
- A Manufactured Home with an approved tribal residential lease located on tribal lands.

In the case of a contract-for-deed, the Borrower(s) must get prior approval from contract for deed vendor, The Vendor will be required to sign the Mortgage as an Accommodation Party.

Title may be held in the following ways:

- Individually;

- Joint Tenants;
- Tenants in Common; or
- A recorded life estate, excluding remaindermen
 - Remaindermen will be required to sign the Mortgage as an Accommodation Party.

Ineligible forms of ownership include but are not limited to the following:

- Shares in a cooperative corporation;
- An ownership interest by any form of trust; or
- An ownership interest subject to a reverse mortgage.

3.04 Occupancy Requirements

Borrower(s) must have owned and occupied the property as their Principal Residence for at least six months prior to applying for the Program loan. Further, the Borrower(s) must maintain ownership and title to the property and regularly reside in the property as their Principal Residence during the term of the loan.

3.05 Emergency and Accessibility Loan Program Application

All Borrower(s) must apply for the Program through an approved Lender.

3.06 Prior Minnesota Housing Assistance

A Borrower who has previously received financing through the Program and/or the Rehabilitation Loan Program, may be eligible for additional Program ELP funds assuming all loan requirements have been met and an Emergency Condition or Accessibility Improvement has been identified.

3.07 Eligibility Income

Gross annual household income includes, but is not limited to, the gross annual projected household income of all residents ages eighteen and over who reside in the household, before taxes or withholdings less deductible expenses allowed.

The Lender must use the [Income Eligibility Calculation Worksheet](#) calculate the gross annual household income. The Income Eligibility Calculation Worksheet must be retained in the loan file. The gross annual household income may not exceed the amounts listed on [Minnesota Housing's website](#) as of the date of loan application. If a Borrower's gross annual household income is zero or a negative amount, the Borrower is ineligible for financing.

Documentation of the gross annual household income must be verified at the time of the loan application. The Lender does not need to reverify documentation of the gross annual household income if the Lender closes the loan within 12 months of Borrower application. The Borrower(s) must

execute the Borrower Attestation within 10 days of the loan closing date attesting that there has not been a substantial change to the gross annual household income. If the Lender closes the loan 12 months or later after Borrower application, the Lender must reverify the gross annual household income and the Borrower(s) must submit updated documentation of the gross annual household income.

3.08 Maximum Asset Limit

The total assets of all residents in the household may not exceed \$25,000.00 after deducting any outstanding indebtedness pertaining to the assets. Assets include, but are not limited to, the following:

- Cash on hand or in checking or savings accounts;
- Securities or United States savings bonds;
- Market value of all interests in real estate, exclusive of the structure to be improved and a parcel of real property of not more than two contiguous platted lots or 160 continuous acres on which such structure is located;
- Cash value of life insurance policies;
- Recreational vehicles such as golf carts, snowmobiles, boats, or motorcycles;
- All land in which any resident of the household holds title and is selling on a contract-for deed. Value in this case is defined as the outstanding principal balance expected to exist on the contract one year from the date of application;
- Life estate value on a property other than the subject property; and
- All other property, excluding household furnishings, clothing, and one automobile, and real estate, equipment, supplies, and inventory used in a business.

Documentation of the household resident(s) assets of all residents eighteen years of age or older who reside in the household. The household resident(s) assets must be verified at the time of the loan application. The Lender does not need to reverify documentation of the Borrower's assets if the Lender closes the loan within 12 months of Borrower application. The Borrower(s) must execute the Borrower Attestation within 10 days of the loan closing date attesting that there has not been a substantial change to the Borrower's assets. If the Lender closes the loan 12 months or later after Borrower application, the Lender must reverify the Borrower's assets and the Borrower(s) must submit updated documentation of the Borrower's assets.

3.09 Credit Requirements

Credit reports are not required by Minnesota Housing.

Borrower(s) must be current on all property tax payments, mortgage loan payments, and on any liens against the subject property at the time of application.

Examples of documentation for verifying payments include, but are not limited to:

- A verification of current mortgage payment status from the loan servicer; or
- A mortgage statement citing the loan servicer's name and address, the most recent payment made, the date and amount of the next payment due and any past due amounts, and/or any unpaid fees.

There are no additional credit requirements. A Borrower's credit history outside of their mortgage may not be used to determine the Borrower's eligibility.

3.10 Separated Spouses

When the Lender establishes that a spouse permanently resides outside of the household, that separated spouse may be excluded from signing the Program loan application and note but must sign the mortgage.

Examples of separated spouse documentation include:

- Legal separation documentation;
- Proof of initiated divorce proceedings; or
- Verification of separate Principal Residence and absence of joint accounts.

Chapter 4 – Property Eligibility

4.01 Eligible Properties

Properties eligible for a loan must be located in the State of Minnesota and may include any of the following property types:

- Single-family detached home;
- Duplex;
- One planned unit development (PUD) unit;
- Condominium unit;
- Townhome; or
- Manufactured Homes that meet the requirements outlined in Section 3.03.

The Borrower must occupy one unit of a duplex property. If the property is a condominium, only the portion of the real estate owned by the Borrower is eligible. Common areas owned by the association are not eligible.

If the property is a condominium or townhome, only the portion of the real estate owned by the Borrower is eligible. The common areas owned by the association are not eligible.

4.02 Ineligible Properties

Properties ineligible for a Program loan include but are not limited to:

- Properties containing three or more units;
- Properties intended to be used as an investment property (except the rental of a second unit in a duplex); and
- Properties intended for recreational use;
- Properties primarily used for business (more than 50% of the floor space is used for the business).

4.03 Property Inspections

The Lender must conduct inspections of the property as follows:

- The first inspection determines the property's Emergency Conditions or essential Accessibility Improvements without regard to lead hazards and is used to prepare the initial scope of work.
- Additional inspections must demonstrate that construction has been completed according to the scope of work and that the quality of the work is satisfactory. The Lender may conduct additional inspections as work is completed.

Minnesota Housing reserves the right to inspect properties during any stage of rehabilitation with reasonable notice.

4.04 Local Ordinances and Plans

Property improvements must conform to all applicable zoning ordinances and all necessary permits must be obtained.

Chapter 5 – Loan and Rehabilitation Eligibility

5.01 Loan Eligibility

Minnesota Housing purchases closed loans from the Lender if the loan satisfies all the requirements of the Procedural Manual.

5.02 Interest Rate and Amortization

Generally, loans under the Procedural Manual are interest-free, deferred loans which are forgiven at the end of the loan term. However, if the Borrower(s) sell, transfer title or cease to occupy the property as their Principal Residence during the loan term, the loan will become due and payable.

5.03 Program Loan Amount

Minimum loan amount is \$1,000.

Maximum loan amount is \$27,000.

5.04 Mortgage Term

Prior to the expiration of the applicable periods indicated below, all loans are due on sale, transfer of title, or if the property ceases to be the Borrower's Principal Residence.

- The loan term for properties taxed as real property is 15 years.
- The loan term for Manufactured Homes:
 - Taxed as real property is 15 years;
 - Taxed as personal property and located within a Manufactured Home park is 10 years;
 - or
 - Taxed as personal property with an approved tribal residential lease located on tribal lands is 10 years.

5.05 Loan Security

All loans for properties taxed as real estate must be secured with a mortgage which must be recorded within 30 days after the date of closing. The Lender may not wait to record the mortgage until after the rehabilitation is completed to accommodate changes in the loan amount.

All interests in the Note and Mortgage must be assigned to Minnesota Housing when the loan is purchased and funded by Minnesota Housing.

Loans for a Manufactured Home taxed as personal property must be secured with a lien against the title to the Manufactured Home.

In the event there are changes in the loan amount, the Lender must follow the change order requirements in Section 5.08.

5.06 Title Requirements

The Lender is required to verify the following:

- The legal description of the subject property;
- The Borrower's ownership interest by conducting a title investigation:
 - Through documented contact with the County Recorder's Office/Registrar of Titles; or
 - Through documentation of ownership provided by tribal government approved by Minnesota Housing; or
 - Via an Owners and Encumbrances report; and
- Any existing liens, if any, on the property.

5.07 Rehabilitation Requirements

- Rehabilitation in connection with a Program loan must satisfy the following requirements:
- Prior to the start of rehabilitation, the property must be inspected and determined to be eligible under the Program.
- All proposed rehabilitation must be outlined in a written scope of work and must address the Emergency Condition and/or Accessibility Improvement noted in the inspection report.
- At least two bids must be solicited from Minnesota-licensed contractors or tribal government approved contractors based on the written scope of work. Generally, the lowest, reasonable bid must be selected. If the lowest, reasonable bid is not selected, the Lender and the Borrower must provide written justification for selecting the higher bid and such bid must be approved at the sole discretion of Minnesota Housing.
- All improvements must be completed by contractors licensed by the state of Minnesota or tribal government approved contractors.
- A written construction contract must be executed between the Borrower and the contractor.
- Each rehabilitation improvement must be a permanent general improvement finished in compliance with all applicable state, county and municipal or tribal government health, housing, building, fire prevention and housing maintenance codes or other public standards.
- Rehabilitation improvements to Manufactured Homes must comply with Minnesota State Building Code, Section 1350.3800, which addresses the distinction between a Construction Alteration and a Repair and the different licensing requirements attendant to each type of improvement.
- Lien waivers must be collected from all contractors upon completion of rehabilitation.

5.08 Change Orders

After the loan has closed changes in the scope of work are not permitted unless unanticipated deficiencies identified during the rehabilitation process will cause further damage to the home if not addressed.

Any change in the scope of work, including the reason for the change must be documented in the file.

In the event that a change order occurs, post-closing modification requirements must be met as referenced in Section 7.02 of this Procedural Manual.

5.09 Sworn Construction Statement and Lien Waivers

General Contractors are required to execute a sworn construction statement.

The Lender must obtain lien waivers for all work performed and all materials supplied by:

- General contractors;
- Subcontractors; and
- Materials suppliers.

5.10 Completion Certificate

Upon completion of rehabilitation, the Lender and the Borrower must execute the Completion Certificate provided by Minnesota Housing. Rehabilitation must be completed within 12 months of loan closing unless Minnesota Housing issues a written extension.

5.11 Homeowner Labor

Homeowner labor is not permitted with the Program.

5.12 Eligible Emergency Improvements

Eligible emergency improvements are repairs to a property damaged as a result of events beyond the Borrower's control or as necessitated by a systems or structural failure such as:

- Failure of the heating, electrical, ventilation, or plumbing/septic system;
- Roof leaks that have led to significant secondary damage to the home's interior, including but not limited to electrical damage that would cause a potential fire hazard;
- A structural failure of the foundation, walls, or roof of the home that could cause collapse;
- An Environmental Intervention Blood Lead Level (EIBLL) of a household resident; or
- An accessibility need that prevents a Household Resident with a Disability from inhabiting the home.

Other Emergency Conditions that could cause the home to be or become uninhabitable, including demolition of structurally unsound outbuildings and home additions intended to accommodate a Household Resident with a Disability will be considered by Minnesota Housing on a case-by-case basis.

The Lead Based Paint Guide for Applicable Single Family Programs does not apply to Program loans unless the repairs were necessitated by a lead paint health hazard.

5.13 Ineligible Improvements

Ineligible rehabilitation improvements include, but are not limited to, the following:

- Installation of new decorative trim (except when replacement of existing decorative trim is necessary for lead hazard reduction);
- Hard-wired microwave ovens;
- “Luxury” improvements, which are improvements of a type exceeding that customarily used in the locality for properties of the same type as the property to be rehabilitated (swimming pool, outdoor hot tub, etc.);
- Public improvement assessments;
- Improvements that do not become a part of the real property, including but not limited to, appliances such as freestanding refrigerators and stoves; and
- Any improvements already in place. Loan proceeds may not be used to pay off existing debt.

5.14 Other Eligible Costs

Recording fees, mortgage registration tax and title search costs may be collected from the Borrower or be included in the loan amount as long as the Program loan amount maximum is not exceeded. No other fees may be charged to the Borrower.

5.15 Non-Complying Loans

Minnesota Housing shall have the right to take one or more of the following actions in the event a Lender submits a loan that does not, as determined by Minnesota Housing, comply with the requirements of this Procedural Manual:

- Adjust the purchase price of the noncompliant loan;
- If not already purchased, refuse to purchase the loan;
- If already purchased, require the Lender to repurchase the loan for the outstanding balance and any fees paid to the Lender;
- Terminate, suspend, or otherwise limit the Lender’s Participation Agreement with Minnesota Housing; or
- Preclude the Lender from future participation in Minnesota Housing programs.

5.16 Repurchase of Loans

Minnesota Housing may, at its option, tender any loans to the Lender for repurchase if:

- Any representation or warranty of the Lender or the Borrower with respect to the loan is determined by Minnesota Housing to be materially incorrect; or
- The loan is not in compliance with any term or condition set forth in the Participation Agreement and this Procedural Manual.

Upon written notice of repurchase by Minnesota Housing, the Lender has ten business days to submit payment to Minnesota Housing for the unpaid principal balance, submit payment for fees paid to the Lender in the sale of the loan, and submit payment for reasonable expenses incurred by Minnesota Housing, including attorney fees. Failure to comply with this requirement may result in the termination, suspension, further legal action, and/or otherwise limit the Lender's Participation Agreement with Minnesota Housing.

Chapter 6 – Commitment and Disbursement

6.01 Program Funds

Minnesota Housing funds a variety of programs and initiatives and reserves the right to establish limits for any program and/or initiative during any business day such as:

- A maximum dollar amount a Lender may commit; or
- A maximum number of Commitments a Lender may commit.

The Lender commits funds on a first-come, first-served basis...

Commitments are to be considered as “forward commitments” by the Lender. It is expected that the loan will be closed within the Commitment period and delivered to Minnesota Housing for purchase.

6.02 Loan Commitments

To obtain a Commitment to reserve funds under the Program the Lender must:

- Reserve the loan using the loan commitment system.
- Commitments are valid for 120 days. All Commitments will be automatically cancelled at day 121. Extensions are approved at Minnesota Housing’s sole discretion.
- Loans must meet eligibility requirements and gain a status of Purchase Approval via the loan commitment system no later than the last day a Commitment is valid.

6.03 Modifying a Commitment

- Changes to a loan must be updated in the loan commitment system and will be evaluated for compliance with Program eligibility requirements.
- Any qualifying Commitment change will not alter the Commitment period originally established.
- Changes to Commitments involving the Borrower(s) and/or the property address are not permitted.
- An increase to the loan amount will be permitted only if funds are available to accommodate the change.

6.04 Canceling a Commitment

Minnesota Housing requires the Lender to cancel any Commitment that will not be used for the specified loan.

6.05 Minnesota Housing Disbursement of Funds

Minnesota Housing will purchase loans that, by the daily cutoff time, have been Purchased Approved in the loan commitment system. One hundred percent of the loan amount plus the Lender fee will be disbursed two business days after the loan has been purchased by Minnesota Housing.

The Lender Certificate with details of each purchase transaction will be available to the Lender via the loan commitment system after the loan has been purchased by Minnesota Housing.

6.06 Loan Purchase Corrections

If it is determined that an adjustment to the purchase price of any purchased loan is necessary, Minnesota Housing will either invoice the Lender for any funds to be returned or disburse additional funds to the Lender.

Chapter 7 – Documentation Requirements

7.01 Loan Processing and Closing

All loans submitted to Minnesota Housing must meet the following requirements:

- Minnesota Housing forms must be used as outlined in the [Forms Guide and Glossary](#).
- All loan documents must be complete, accurate and reviewed by the Lender at the various and appropriate stages of the loan.
- All mortgage assignments must run directly from the Lender to Minnesota Housing and use the Minnesota Uniform Conveyancing Blank.
- All mortgages and assignments must be recorded by the appropriate offices:
 - Abstract Property – County Recorder’s Office
 - Torrens Property – Registrar of Titles
 - Tribal government and Bureau of Indian Affairs
 - Manufactured Homes taxed as personal property and located within a Manufactured Home park require that Public Safety Form 2017 (PS2017), listing Minnesota Housing as the lien holder, be recorded with the Department of Public Safety. The form should indicate Minnesota Housing Finance Agency as the secured party and list Minnesota Housing’s address: 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

7.02 Loan Modifications and Loan Corrections

The Lender must contact Minnesota Housing for documentation and process instructions, including utilizing the Modification of Note and Mortgage Agreement, and/or Modification of Note and Manufactured Home Security Agreement, in the event of loan amount corrections and/or modifications that occur after loan closing and/or after the loan has been recorded.

7.03 Minnesota Housing Documentation and Delivery Requirements

Minnesota Housing provides the [Loan Transmittal](#) form detailing specific documentation/delivery requirements.

The Lender must fully execute and deliver documents within designated timeframes as outlined on the Loan Transmittal form. In addition, the Lender must specifically warrant that all applicable documentation has been obtained and reviewed to determine compliance with all Minnesota Housing requirements.

Documentation not delivered to Minnesota Housing/servicer within the specified time frames, may result, at Minnesota Housing’s discretion, in the Lender being required to repurchase the loan, or any other such remedy as identified in this Procedural Manual or the Participation Agreement. Minnesota Housing may also, at its discretion, choose to extend the timeframes.

7.04 Documentation and Data Requirements

The Lenders participating in the Program are required to track all applicants and maintain sufficient documentation to show compliance with federal Fair Housing laws. The following data must be gathered for each transaction:

- Application date;
- Applicant's full name;
- Single head of household information; and
- Reason the loan commitment is canceled, if applicable.

To better understand and address the disparity gap, the agency is required to collect, on a voluntary basis, demographic information regarding race, color, national origin, and sex of applicants for agency programs intended to benefit homeowners and homebuyers.

All forms listed in the [Loan File Requirements Checklist](#) should be fully executed, as applicable, and maintained in the loan file by the Lender. Forms may be found on the [Forms Guide and Glossary](#).

7.05 Records Retention

The Lender must retain all loan documents in compliance with federal regulatory guidelines. The Lender is required to make loan records available for inspection by Minnesota Housing for a period of six years after the loan is sold to Minnesota Housing. Those records that may be requested by Minnesota Housing include, but are not limited to:

- Credit-related documents (e.g., paystubs, tax returns, income statements, documentation of assets, etc.);
- Compliance-related documents (e.g., Borrower application, Loan Estimate (or its alternative form), Closing Disclosure (or its alternative form), Affiliated Business Arrangement documents, evidence of compliance with the Bank Secrecy/Anti-Money Laundering Act, etc.);
- Property-related documents (e.g., scope of work, bids, lien waivers, change orders, fees, building permits and completion certificates, evidence of compliance with rehabilitation and lead-based paint standards, etc.); and
- Collateral documents (e.g., title work or O&E reports, evidence of property ownership, a copy of the fully executed Note, a copy of the fully executed and recorded Mortgage, a copy of the fully executed recorded Assignment of Mortgage to Minnesota Housing, etc.).

Chapter 8 – Servicing

8.01 Servicing

Upon purchase of the loan by Minnesota Housing, the Lender must deliver documents outlined in the [Loan Transmittal](#) form to the Minnesota Housing servicer. Until the loan is purchased, the Lender assumes all loan servicing responsibilities.

8.02 Delivery of Loans to Servicer

The Lender must forward the loan package according to the requirements outlined in the [Loan Transmittal](#) form to the servicer by mail within five calendar days of Minnesota Housing's purchase of the loan. Upon receipt of the recorded mortgage, the Lender must ensure the original document is delivered to the servicer within ten business days.

Appendix A: Defined Terms

All terms used in the Procedural Manual use industry-standard definitions except for the following:

Table 1. Defined terms used in the ELP Program Manual

Term	Definition
Accommodation Party	An owner of the property who is not a Borrower on the note, such as a non-purchasing spouse.
Accessibility Improvement	An interior or exterior improvement or modification to a property, which is necessary to enable a Household Resident with a Disability or a Borrower with a permanent physical or mental condition that- substantially limits one or more major life activities to function in that property.
Borrower	The recipient of loan funds.
Commitment	A Commitment of funds from Minnesota Housing with specific terms and conditions applied to a specific Borrower and a specific property.
Construction Alteration (Manufactured Housing)	Pursuant to the Minnesota State Building Code (Minnesota Rules Part 1350.0100) "... replacement, addition, modification or removal of any equipment or installation which may affect the construction, plumbing, heating, cooling, fuel-burning system, electrical system or the functioning of any of these in manufactured homes subject to the code".
Emergency Condition	Property damage beyond the homeowner's control or that is necessitated by a system or structural failure that has caused or could cause the home to be uninhabitable.
Household Resident with a Disability	A Borrower, or household member, who has a permanent physical or mental condition, which substantially reduces the person's ability to function in a residential setting. If the disability does not require the use of a mobility device, the Borrower must provide a completed Authorization to Disclose Health Information form, or a Supplemental Security Income (SSI) award letter or Social Security Disability Insurance (SSDI) award letter.
Lender	A lender under contract to participate in the Program.
Manufactured Home	Manufactured Home as defined in Minn. Stat. 327.31, subd. 6.
Minnesota Housing	The Minnesota Housing Finance Agency.
Participation Agreement	The contract executed between a Lender and Minnesota Housing that defines the terms in which the Lender agrees to participate in the Program.
Principal Residence	A property used as the primary domicile of the owner-occupant Borrower and the Borrower's household.
Program	The Emergency and Accessibility Loan Program.
Remainderman	The person who inherits property when someone passes away and has executed a life estate deed.

Term	Definition
Repair (Manufactured Housing)	Any improvement other than those outlined in the definition of Construction Alteration including, (according to Minnesota State Building Code (Minnesota Rules Part 1350.3800))” repairs with approved components or parts; conversion of listed fuel-burning appliances in accordance with the terms of their listing, adjustment and maintenance of equipment or replacement of equipment in kind.”
Servicer	A company selected by Minnesota Housing to service loans assigned to Minnesota Housing pursuant to its mortgage loan programs.
Sworn Construction Statement	A document where a contractor lists all supplies and labor on a project, along with the amounts due
True and Certify	The loan-level process in Minnesota Housing’s loan commitment system completed by the Lender that certifies all the information entered into the system is true and accurate.

Appendix B: Legal Addendum

B.01 Conflict and Control

In the event of any conflict between the terms of this Addendum and the document to which it is attached, the terms of this Addendum will govern and control.

B.02 Fraud

Fraud is any intentionally deceptive action, statement or omission made for personal gain or to damage another.

Any person or entity (including its employees and affiliates) that enters into a contract with Minnesota Housing and witnesses, discovers evidence of, receives a report from another source or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report through one of the communication channels described in section B.07.

B.03 Misuse of Funds

A contracting party that receives funding from Minnesota Housing promises to use the funds to engage in certain activities or procure certain goods or services while Minnesota Housing agrees to provide funds to the recipient to pay for those activities, goods or services. Regardless of the Minnesota Housing program or funding source, the recipient must use Minnesota Housing funds as agreed, and the recipient must maintain appropriate documentation to prove that funds were used for the intended purpose(s).

A misuse of funds shall be deemed to have occurred when: (1) Minnesota Housing funds are not used as agreed by a recipient; or (2) a recipient cannot provide adequate documentation to establish that Minnesota Housing funds were used in accordance with the terms and conditions of the contract.

Any recipient (including its employees and affiliates) of Minnesota Housing funds that discovers evidence, receives a report from another source or has other reasonable basis to suspect that a misuse of funds has occurred must immediately make a report through one of the communication channels described in section B.07.

B.04 Conflict of Interest

A conflict of interest – Actual, Potential or Appearance of a Conflict of Interest – occurs when a person has an actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A Potential Conflict of Interest or Appearance of a Conflict of Interest exists even if no unethical, improper or illegal act results from it.

- **Actual Conflict of Interest:** An Actual Conflict of Interest occurs when a person’s decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.
- **Potential Conflict of Interest:** A Potential Conflict of Interest may exist if a person has a relationship, affiliation or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations or interests.
- **Appearance of a Conflict of Interest:** The Appearance of a Conflict of Interest means any situation that would cause a reasonable person, with knowledge of the relevant facts, to question whether another person’s personal interest, affiliation or relationship inappropriately influenced that person’s action, even though there may be no Actual Conflict of Interest.

A conflict of interest includes any situation in which one’s judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a Partner, Family Member, Relative, Friend, Business or other Outside Interest with which they are involved. Such terms are defined below.

- **Business:** Any company, corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in nonprofit or profit-making activities.
- **Family Member:** A person’s current and former spouse; children, parents, and siblings; current and former children-in-law, parents-in-law, and siblings-in-law; current and former stepchildren and stepparents; grandchildren and grandparents; and members of the person’s household.
- **Friend:** A person with whom the individual has an ongoing personal social relationship. “Friend” does not generally include a person with whom the relationship is primarily professional or primarily based on the person being a current or former colleague. “Friend” does not include mere acquaintances (i.e., interactions are coincidental or relatively superficial). Social media friendships, connections, or links, by themselves, do not constitute friendship.
- **Outside Interest:** An Outside Interest may occur when an individual, their Family Member or their Partner has a connection to an organization via employment (current or prospective), has a financial interest or is an active participant.
- **Partner:** A person’s romantic and domestic partners and outside Business partners.
- **Relative:** Uncle or aunt; first or second cousin; godparent; godchild; other person related by blood, marriage or legal action with whom the individual has a close personal relationship.

Once made aware of a conflict of interest, Minnesota Housing will make a determination before disbursing any further funds or processing an award. Determinations could include:

- Revising the contracting party’s responsibilities to mitigate the conflict
- Allowing the contracting party to create firewalls that mitigate the conflict

- Asking the contracting party to submit an organizational conflict of interest mitigation plan
- Terminating the contracting party's participation

Any person or entity (including its employees and affiliates) that enters into a contract with Minnesota Housing must avoid and immediately disclose to Minnesota Housing any and all conflicts of interest through one of the communication channels described in section B.07.

B.05 Assistance to Employees and Affiliated Parties

Any party entering into a contract with Minnesota Housing for the purpose of receiving an award or benefit in the form of a loan, grant, combination of loan and grant or other funding is restricted in issuing a loan, grant, combination of loan and grant or other funding to a recipient ("Affiliated Assistance") who is also: (1) a director, officer, agent, consultant, employee or Family Member of an employee of the contracting party; (2) an elected or appointed official of the State of Minnesota; or (3) an employee of Minnesota Housing, unless each of the following provisions are met:

- The recipient meets all eligibility criteria for the program;
- The assistance does not result in a violation of the contracting party's internal conflict of interest policy, if applicable;
- The assistance does not result in a conflict of interest as outlined in section B.04;
- The assistance is awarded utilizing the same costs, terms and conditions as compared to a similarly situated unaffiliated recipient and the recipient receives no special consideration or access as compared to a similarly situated unaffiliated recipient; and
- The assistance is processed, underwritten and/or approved by staff/managers who are independent of the recipient and independent of any Family Member of the recipient. Family Member is defined in section B.04.

A contracting party need not disclose Affiliated Assistance to Minnesota Housing. However, the contracting party must document and certify, prior to the award, that the Affiliated Assistance meets each of the provisions outlined above. This documentation must be included in the Affiliated Assistance file and must be made available to Minnesota Housing upon request. Affiliated Assistance that does not meet each of the provisions outlined above will be considered a violation of Minnesota Housing conflict of interest standards and must be reported by the contracting party through one of the communication channels outlined in section B.07.

B.06 Suspension

By entering into any contract with Minnesota Housing, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the contract) has not been suspended from doing business with Minnesota Housing. Please refer to Minnesota Housing's website for a list of [suspended individuals and organizations](#) (Go to

mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing, then select Suspensions from the menu).

B.07 Disclosure and Reporting

Minnesota Housing promotes a “speak-up, see something, say something” culture whereby internal staff must immediately report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation through one of the communication channels listed below. External business partners (e.g., administrators, grantees or borrowers) and the general public are strongly encouraged to report instances of fraud, misuse of funds, conflicts of interest or other concerns without fear of retaliation using these same communication channels.

- Minnesota Housing’s Chief Risk Officer at 651.296.7608 or 800.657.3769 or by email at MHFA.ReportWrongdoing@state.mn.us;
- Any member Minnesota Housing’s [Servant Leadership Team](#), as denoted on Minnesota Housing’s current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

B.08 Electronic Signatures

Minnesota Housing will use and accept e-signatures on eligible program documents subject to all requirements set forth by state and federal law and consistent with Minnesota Housing policies and procedures. The use of e-signatures for eligible program documents is voluntary. Questions regarding which documents Minnesota Housing permits to be e-signed should be directed to Minnesota Housing staff.

B.09 Fair Housing Policy

It is the policy of Minnesota Housing to affirmatively further fair housing in all its programs so that individuals of similar income levels have equal access to Minnesota Housing programs, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

Minnesota Housing’s fair housing policy incorporates the requirements of Title VI of the Civil Rights Act of 1968; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988; and the Minnesota Human Rights Act. Housing providers and other entities involved in real-estate related transactions are expected to comply with the applicable statutes, regulations and related policy guidance. Housing providers should ensure that admissions, occupancy, marketing and operating procedures comply with non-discrimination requirements. Housing providers

and other entities involved in real-estate related transactions must comply with all non-discrimination requirements related to the provision of credit, as well as access to services.

In part, the Fair Housing Act and the Minnesota Human Rights Act make it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units;
- Discriminate in the making or purchasing of loans for purchasing, constructing or improving a dwelling, or in the terms and conditions of real-estate related transactions;
- Discriminate in the brokering or appraisal of residential property;
- Discriminate in terms, conditions or privileges of the rental of a dwelling unit or services or facilities;
- Discriminate in the extension of personal or commercial credit or in the requirements for obtaining credit;
- Engage in any conduct relating to the provision of housing that otherwise make unavailable or denies the rental of a dwelling unit;
- Make, print or publish (or cause to make, print or publish) notices, statements or advertisements that indicate preferences or limitations based on protected class status;
- Represent a dwelling is not available when it is in fact available;
- Refuse to grant a reasonable accommodation or a reasonable modification to a person with a disability;
- Deny access to, or membership or participation in, associations or other services organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Minnesota Housing has a commitment to affirmatively further fair housing for individuals with disabilities by promoting the accessibility requirements set out in the Fair Housing Act, which establish design and construction mandates for covered multifamily dwellings and requires those in the business of buying and selling dwellings to make reasonable accommodations and to allow persons with disabilities to make reasonable modifications.

B.10 Minnesota Government Data Practices

Minnesota Housing, and any party entering into a contract with Minnesota Housing, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota Housing under the contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the contracting party under the contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by either the contracting party or Minnesota Housing. If the contracting party receives a

request to release the data referred to in this section, the contracting party must notify Minnesota Housing. Minnesota Housing will give the contracting party instructions concerning the release of the data to the requesting party before the data is released. The contracting party's response to the request shall comply with applicable law.